



Village of Hampshire
Village Board Meeting
Thursday March 16, 2017 – 7:00 PM
Hampshire Village Hall – 234 S. State Street

AGENDA

1. Call to Order
2. Establish Quorum (Physical and Electronic)
3. Pledge of Allegiance
4. Citizen Comments
5. Approval of Minutes – March 2, 2017
6. Village President's Report
 - a) Ordinance: disconnecting certain territory from the Village of Hampshire, Kane County, Illinois (Oakstead Subdivision – PIN 02-18-300-019 and 02-18-300-020)
 - b) Proposed changes in hourly rates and expenses – Engineering Enterprises, Inc.
 - c) Resolution: Approving a Water Tower Lease agreement for the Elm Street Water Tower (Chicago SMSA/Verizon – Elm Street Tower)
 - d) Ordinance- Establishing certain regulations for siting of small cell antenna facilities, distributed antenna systems, and other personal wireless telecommunications facilities in the public right-of-way in the Village.
 - e) Ordinance – Amending the water/sewer regulations.
 - f) Refunding Bonds- SSA #14
 - g) Health, Dental and Vision Insurance Coverage Renewal
7. Village Board Committee Reports
 - a) Public Safety
 - b) Public Works
 - c) Village Services
 - d) Fields & Trails
 - e) Economic Development
 - f) Finance
 1. Accounts Payable
 - g) Planning/Zoning
- 8) New Business
- 9) Announcements
- 10) Executive Session:
- 11) Any items to be reported and acted upon by the Village Board after returning to open session
- 12) Adjournment

VILLAGE OF HAMPSHIRE - BOARD OF TRUSTEES

Meeting Minutes – March 2, 2017

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday March 2, 2017.

Present: Village President Jeffrey Magnussen, and Trustees Michael Armato, George Brust, Martin Ebert, Toby Koth, Jan Kraus, and Michael Reid.

Absent: None

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

A quorum was established.

The Pledge of Allegiance was recited.

Public Comment: Mr. Orris Ruth addressed the Board regarding the recent approval by the Marengo City Council of a design for a full interchange at I-90 and IL 23.

Trustee Kraus moved, to approve the minutes of February 16, 2017.

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

VILLAGE PRESIDENT REPORT

Appointment of persons to the Hampshire Business Commission: Eileen Fleury, Michael Gazzola, Raoul Johnston, David Pizzolato, and Arthur Zwemke.

After a brief introduction by each of the nominees, Trustee Armato moved to appoint said persons to the Hampshire Business Commission.

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

Purchase of Snow Plow

Village Finance Director Lyons explained that the vendor declined the proposed trade-in of the TerraStar truck owned by the Village, and that she recommended financing the purchase through German American State Bank at an interest rate of 3.75%.

Trustee Ebert moved to approve the purchase of a new snow plow. from Rush Truck Center and to authorize the Village President to execute loan documents with German American State Bank for a loan of \$100,000 to finance said purchase.

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

Resolution for Approval of Water Tower Lease Agreement with Chicago SMSA for Elm Street Water Tower.

Trustee Reid moved to table this matter to the March 6, 2017 meeting.

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

Village President Magnussen announced a job posting for a summer intern or interns for the Public Works Department. He explained that 1 or 2 interns may be hired to do mowing work in the various retention ponds throughout the Village.

Trustee Koth moved to table this matter to the March 6, 2017 meeting.

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

Agreement for Professional Engineering Services for Alum Feed System Improvements to the Wastewater Treatment Facility

Trustee Brust moved to approve the agreement for professional engineering services for Alum Feed System improvements to the Village's Wastewater Treatment Facility, as submitted by EEI at a cost of \$9,613.00.

Seconded by Trustee Ebert

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

Village President Magnussen presented the 2017 meeting schedule for Metro West. A village representative may attend each of the meetings shown on the schedule.

Trustee Brust moved to approve the 2017 meeting schedule for Metro West.

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

VILLAGE BOARD COMMITTEE REPORTS

a. Planning/Zoning

Trustee Koth noted that nothing had been received from Mr. Wierec, and the Village Attorney mentioned that Mr. Wierec's attorney had asked to postpone further discussion until the March 16, 2017 meeting.

b. Public Safety

No Report.

c. Public Works

No Report.

d. Village Services

Trustee Kraus reported that because of liability concerns, the Village's oil recycling program is being terminated.

e. Field & Trails

Trustee Koth reported that he will make a budget request for funds to remove animals obstructing swales in the Village.

f. Economic Development

Trustee Brust reported that the annual visit of Metro West to Springfield would take place on March 15, 2017. Two particular matters of interest are to support a bill granting limited home rule authority to small municipalities; and to oppose H.B. 3158 relating to municipal water systems.

g. Finance

Trustee Armato presented the accounts payable warrants to be paid on March 7, 2017, in the total amount of \$230,236.88

Trustee Kraus moved to approve payment of the accounts payable warrants.

Seconded by Trustee Reid
Motion carried by roll call vote
Ayes: Armato, Reid, Kraus, Brust, Koth, Ebert.
Nays: None
Absent: None

New Business:

None

Announcements:

Village President Magnussen mentioned that LED lights had been installed in the street light at Jake / White Oak, as a test. The Village has 388 light poles and each could be converted to an LED light fixture for better efficiency.

Executive Session:

None

Any Items to be reported out of Executive Session:

None.

Adjournment

Trustee Brust moved to adjourn the Village Board meeting at 7:42 p.m.

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

Linda Vasquez
Village Clerk

No. 17 -

**AN ORDINANCE
DISCONNECTING CERTAIN TERRITORY FROM
THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
(Oakstead Subdivision – PIN 02-18-300-019 and 02-18-300-020)**

WHEREAS, certain territory owned by Hampshire East, LLC (and others) has previously been annexed to the Village, a portion of which has been designated as the Oakstead Community; and

WHEREAS, an Annexation Agreement for the Oakstead Community (and other lands) was recorded in the Office of the Kane County Recorder on April 28, 2005, as Doc. No. 2005 K 047722; and

WHEREAS, said Annexation Agreement was subsequently amended by a First Amendment to Annexation Agreement dated May 14, 2007 by and between the Village and the Owners recorded in the Office of the Kane County Recorder as Document No. 2007 K 072733 (the "First Amendment") and was further amended by a Second Amendment to Annexation Agreement dated September 2, 2010 and recorded in the Office of the Kane County Recorder as Doc. No. 2010 K 058910; and

WHEREAS, for purposes of this enactment, the Annexation Agreement, as amended by the First Amendment and by the Second Amendment, is collectively referred to herein as the "Annexation Agreement"; and

WHEREAS, the Village has approved a Preliminary Development Plan for a Planned Residential Development for the Oakstead Community by its Resolution No. 05-11; and

WHEREAS, Hampshire East LLC now desires to disconnect from the Village a portion of said territory, to wit: a parcel of 10 acres more or less in area and identified as tax parcel PIN 02-18-300-019, and PIN 02-18-300-020 (part); and

WHEREAS, a Petition for Disconnection has been filed with the Village Clerk as of January 13, 2017, specifically describing the territory to be disconnected and signed by Hampshire East LLC, as the sole Owner of Record of said territory; and a certificate of the Kane County Clerk showing payment of all taxes and assessments due on the property was filed with the Village Clerk on February 10, 2017; and

WHEREAS, disconnection of said parcel will not result in isolation of any other part of the Village; and

WHEREAS, disconnection of said parcel will not unreasonably disrupt the growth prospects, or the plan and zoning ordinances of the Village; and

WHEREAS, disconnection will not result in disruption to any existing village service utilities; and

WHEREAS, disconnection will not unduly harm the Village through loss of tax revenue in the future; and

WHEREAS, said Petition for Disconnection was filed with the Village Clerk more than thirty (30) days prior to consideration of the matter and/or enactment of this Ordinance by the Corporate Authorities of the Village.

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

Section 1. The following legally described territory, as described in the Petition for Disconnection identified above, shall be and is disconnected from the Village:

That part of the West half of Section 18, Township 42 North, Range 7 East of the Third Principal Meridian described as follows:

Commencing at the intersection of the center line of Big Timber Road with the West line of said Section 18; thence Southeasterly along said center line 1443.43 feet to the point of beginning; thence South 46 degrees 22 minutes 05 seconds West at right angles to said center line, 977.53 feet to a point that is 393.05 feet Northeasterly of the West line of said Section 18 (as measured along said perpendicular line); thence South 43 degrees 37 minutes 55 seconds East at right angles to the last described course, 820.68 feet to the Southwest corner of a tract of land conveyed per Document 2005 K 103757; thence North 00 degrees 00 minutes 13 seconds East, 649.41 feet along the West line of said tract to an angle point therein; thence North 46 degrees 23 minutes 28 seconds East, 532.41 feet along said West line to the centerline of Big Timber Road; thence Northwesterly, 170.27 feet along said centerline, being along a curve to the right having a radius of 4,825.97 feet, the chord of said curve bearing North 44 degrees 38 minutes 38 seconds West, thence North 43 degrees 37 minutes 59 seconds, 180.65 along said centerline feet to the place of beginning, in Kane County, Illinois; and

Also, that part of Big Timber Road previously annexed to the Village of Hampshire and lying adjacent to the above-described parcel.

Common Address: Big Timber Road, Kane County, Illinois
PIN: 02-18-300-019 and 02-18-300-020 (part)

Section 2. A certified copy of this Ordinance shall be both i) recorded in the Office of the Kane County Recorder; and ii) filed in the Office of the Kane County Clerk, by action of the Village Clerk, not later than ninety (90) days after the date of its enactment.

Section 3. Upon recording of this Ordinance, the Subject Property shall no longer be subject to the terms, provisions and/or restrictions otherwise set forth in the Annexation Agreement and/or the Preliminary Development Plan for the Oakstead Community identified in the Recitals.

Section 4. Any motion, order, resolution, or ordinance in conflict with the terms and provisions of this Ordinance shall be and is, to the extent of such conflict, hereby superseded.

Section 5. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 6. This Ordinance shall become effective upon its passage and approval according to law.

ADOPTED THIS ____ DAY OF _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS ____ DAY OF _____, 2017.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

CERTIFICATE

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I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on _____, 2017, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 17 - _____, entitled:

AN ORDINANCE
DISCONNECTING CERTAIN TERRITORY FROM
THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
(Oakstead Subdivision – PIN 02-18-300-019 and 02-18-300-020)

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this _____ day of _____, 2017.

Linda Vasquez
Village Clerk

State of Illinois)
) SS
County of Kane)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Kane County, Illinois, and as such official I do further certify that on the ____ day of _____, 2017, there was filed in my office a duly certified copy of Ordinance No. 17 – ____ entitled:

AN ORDINANCE
DISCONNECTING CERTAIN TERRITORY FROM THE
VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
(Oakstead Subdivision – PIN 02-18-300-019 and 02-18-300-020)

duly adopted by the President and Board of Trustees of the Village of Hampshire, Kane County, Illinois, on the ____ day of _____, 2017, and that the same has been deposited in the official files and records of my office.

In Witness Whereof, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2017.

County Clerk
Kane County, Illinois



February 24, 2017

Mr. Jeffrey Magnussen
Village President
Village of Hampshire
234 South State Street
P.O. Box 457
Hampshire, IL 60140-0457

Re: *Proposed Changes in Hourly Rates and Expenses*

Dear Mr. Magnussen:

This letter is to submit our request for changes in rates of compensation effective upon approval. Over the past several years, we have been working off of a two-tiered billing rate system, one for non-Village projects and one for Village projects. We plan to continue that system, if acceptable to the Village.

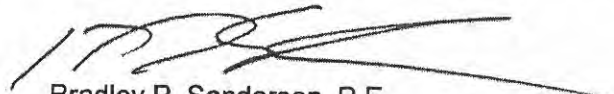
The requested changes are in the hourly rates for various classifications of employees in accordance with our enclosed Standard Schedule of Charges (SSC) dated January 1, 2017 (non-Village projects) and our SSC dated January 1, 2016 (Village projects). Also enclosed is our current summary of Personnel, Positions and Classifications to cross reference with the hourly rates for the individuals to whom they apply.

We believe that we have excellent personnel whom we have been able to retain through our continued investment in salary, benefits, education, equipment and facilities. We also believe that they provide an exceptional value to our clients.

We hope that you will honor our request so that we can continue to provide the high level of service that you expect and deserve. We are available to answer any questions or receive any comments that you may have.

Respectfully yours,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Vice President

BPS/drm
Enclosures

pc: DMT, EEI



Standard Schedule of Charges

January 1, 2017

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$196.00
Principal	E-3	\$191.00
Senior Project Manager	E-2	\$185.00
Project Manager	E-1	\$168.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$155.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$145.00
Project Engineer/Planner/Surveyor	P-4	\$133.00
Senior Engineer/Planner/Surveyor	P-3	\$121.00
Engineer/Planner/Surveyor	P-2	\$111.00
Associate Engineer/Planner/Surveyor	P-1	\$100.00
Senior Project Technician II	T-6	\$145.00
Senior Project Technician I	T-5	\$133.00
Project Technician	T-4	\$121.00
Senior Technician	T-3	\$111.00
Technician	T-2	\$100.00
Associate Technician	T-1	\$ 87.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
GIS Technician	G-1	\$ 67.00
Administrative Assistant	A-3	\$ 80.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment		\$158.00
2 Man Field Crew with Standard Survey Equipment		\$247.00
1 Man Field Crew with RTS or GPS *		\$196.00
2 Man Field Crew with RTS or GPS *		\$284.00
Vehicle for Construction Observation		\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Direct Costs & Services by Others	Cost + 10%	

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



Standard Schedule of Charges

January 1, 2016

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$190.00
Principal	E-3	\$185.00
Senior Project Manager	E-2	\$180.00
Project Manager	E-1	\$163.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$150.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$141.00
Project Engineer/Planner/Surveyor	P-4	\$129.00
Senior Engineer/Planner/Surveyor	P-3	\$117.00
Engineer/Planner/Surveyor	P-2	\$108.00
Associate Engineer/Planner/Surveyor	P-1	\$ 97.00
Senior Project Technician II	T-6	\$141.00
Senior Project Technician I	T-5	\$129.00
Project Technician	T-4	\$117.00
Senior Technician	T-3	\$108.00
Technician	T-2	\$ 97.00
Associate Technician	T-1	\$ 84.00
Engineering/Land Surveying Intern	I-1	\$ 80.00
GIS Technician	G-1	\$ 65.00
Administrative Assistant	A-3	\$ 78.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment	\$153.00
2 Man Field Crew with Standard Survey Equipment	\$240.00
1 Man Field Crew with RTS or GPS *	\$190.00
2 Man Field Crew with RTS or GPS *	\$276.00
Vehicle for Construction Observation	\$15.00

In-House Scanning and Reproduction
\$0.25/Sq. Ft. (Black & White)
\$1.00/Sq. Ft. (Color)

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

No. 17 -

**A RESOLUTION
APPROVING A WATER TOWER LEASE
AGREEMENT FOR THE ELM STREET WATER TOWER
(Chicago SMSA / Verizon – Elm Street Tower)**

WHEREAS, Chicago SMSA Limited Partnership d/b/a Verizon Wireless desires to locate certain communications equipment on the Elm Street Water Tower owned by the Village and otherwise operated as part of its water supply and distribution system, together with additional equipment on the ground beneath the tower in support of its communications equipment; and

WHEREAS, Chicago SMSA has proposed a certain written lease, setting forth the terms and conditions under which it might occupy space on and beneath the tower, and specifically identifying the space to be occupied; and

WHEREAS, the Corporate Authorities desire to enter into a written lease for the use of space on and beneath the Elm Street Water Tower for such purposes; and

WHEREAS, the parties have negotiated the terms and provisions of a lease for such portion of the premises, and have committed such terms and provisions to a written Water Tower Lease Agreement, attached hereto as Exhibit "A."

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

1. The proposed Water Tower Lease Agreement, by and between the Village and Chicago SMSA, for a leasehold of certain space located on the Elm Street Water Tower and beneath same, in the Village, for the purpose of locating thereon certain communication equipment, and in words and figures as set forth on the attached Exhibit "A," shall be and is hereby approved.

2. The Village President shall be and is authorized to execute said Water Tower Lease Agreement on behalf of the Village; and the Village Clerk shall attest his execution thereof as need be; and the same may be delivered to Chicago SMSA after receipt by the Village Clerk of an original of said Water Tower Lease Agreement executed by Chicago SMSA.

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

ADOPTED this _____ day of _____, 2017.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this _____ day of _____, 2017.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

WATER TOWER LEASE AGREEMENT

This Water Tower Lease Agreement (the "Agreement") made this ____ day of March, 2017, between Village of Hampshire, with its principal offices at 234 South State Street, Hampshire, Kane County, Illinois 60140, hereinafter designated LESSOR and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR'S water tower, hereinafter referred to as the "Tower", located at 800 Elm Street, Hampshire, Kane County, Illinois, as shown on the Tax Map of the County of Kane as PIN: 01-27-107-012 and being further described as Lot 1 in Old Mill Manor Unit 2, in the Plat of Subdivision recorded in the Office of the Kane County Recorder as Document #2000K079810 (the entirety of LESSOR'S property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE'S equipment platform; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a fifteen foot (15') wide right-of-way extending from the nearest public right-of-way, Elm Street, to the Land Space; The Tower Space, Land Space, and Right of Way are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises."

The purpose of this Agreement is to allow use of the Premises by LESSEE for construction, installation and maintenance of its antennas, equipment building, utility wires, poles, cables, conduits and pipes for a communication facility (the "Communication Facility").

In the event LESSEE or any public utility necessary to LESSEE'S purpose is unable to use the Right of Way, the LESSOR hereby agrees to grant a different and effective right-of-way(s) either to the LESSEE or to the public utility for such purpose, at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the Communications Facility as described in Exhibit "B" attached hereto, provided the Land Space shall be fenced and also screened from view by planting of evergreen shrubs or other vegetation reasonably acceptable to the Village on the east, south and west sides.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase loading on said Tower.

2. SURVEY/PLATS. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof. LESSEE shall also prepare a Plat or Plats of Easement in recordable format for any new easement(s) proposed for utilities or access to the site for LESSEE'S purposes. The survey and/or Plat(s) shall control in the event of boundary and access discrepancies between it and Exhibit "A." The cost for such survey and plat work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

(a) This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty Four Thousand and No/100 Dollars (\$24,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to Village Clerk, 234 South State Street, PO Box 457, Hampshire, IL 60140 or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not be due from LESSEE to LESSOR until thirty (30) days after such written acknowledgement, confirming the Commencement Date, has been signed by each party. LESSOR shall promptly after commencement forward such acknowledgment to LESSEE; and LESSEE shall promptly thereafter sign and return same to LESSOR. LESSOR shall not unduly delay payment of the initial rental payments by its failure to sign and return such acknowledgment; and in any event, payment of the initial rental payment(s) shall be due no later than forty-five (45) days after such acknowledgment has been sent to LESSEE by LESSOR. By way of illustration, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b) LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR'S interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE'S reasonable discretion, evidencing LESSOR'S good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this

Agreement; and (iii) other documentation requested by LESSEE in LESSEE'S reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successors) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein. Provided, however, rent shall at all times continue to accrue at the rate specified herein.

(c). LESSOR shall, at all times during the Term, provide access within the Premises for electrical service and telephone service, including such additional easement(s) or rights-of-way reasonably necessary and approved by the Village to extend such service(s) to the Land Space. Extensions of such utilities, if any, shall be buried underground. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE'S installation, and shall be billed directly by the electrical utility for such usage. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE'S installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed to LESSEE by the utility, and if not billed to LESSEE by the utility, then the LESSEE shall pay the LESSOR within thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR'S reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property including but not limited to conduits in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. Provided i) LESSEE is not then in default hereunder beyond any notice and cure periods provided herein, or ii) unless LESSEE terminates this Lease Agreement

at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term, this Agreement shall automatically be extended for four (4) additional five (5) year terms, subject to the terms and conditions set forth herein.

5. ANNUAL RENTAL INCREASE. For each year of the Term, beginning after the end of the first year of the initial term described in Paragraph 3(a) above, the annual rental shall be one hundred two (102%) percent of the annual rental payable with respect to the immediately preceding year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term described in Paragraph 4 above, LESSEE is not then in default hereunder beyond any notice and cure periods provided herein, or this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional year of any such five (5) year term shall be established in accordance with Paragraph 5 above~~equal to the annual rental payable with respect to the immediately preceding five (5) year term~~. The initial term and all extensions shall be collectively referred to herein as the "Term."

7. TAXES. LESSEE shall have the responsibility to pay any personal property taxes and any real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE'S use of the Premises and/or the installation, maintenance, and operation of the Communication Facility , and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in such taxes assessed to the Property which LESSOR demonstrates arises from the LESSEE'S improvements and/or LESSEE'S use of the Premises. LESSOR and LESSEE, respectively, shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed, including franchise and similar taxes imposed, upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not, during the time appropriate proceedings are pending, and prior to a final determination that any such tax has been properly assessed, and provided that no lien attaches to the Property, have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR'S income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property taxes and any real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE'S expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar

document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE'S sole cost and expense upon written request of LESSEE.

8. USE: GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of its Communications Facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be constructed, maintained, repaired and operated at LESSEE'S expense and their installation shall be at the discretion and option of LESSEE subject to the permitting requirements of this Paragraph 8. Provided, all cable connections and antennas of Tenant that are placed on or lead to the Tower and/or the Premises shall be placed and secured in a manner reasonably acceptable to LESSOR, safe to all and in such manner as to not interfere with any pre-existing antenna(s) on the Tower

Subject to the other terms and conditions of this Agreement, LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term.

It is understood and agreed that LESSEE'S ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE'S use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. The parties acknowledge and agree that LESSEE shall at its cost obtain from LESSOR a building permit prior to construction or installation of the Communications Facility as one of the Governmental Approvals to be obtained. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected or (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; LESSEE shall have the right to terminate this Agreement, by notice to LESSOR prior to the Commencement Date.

Notice of LESSEE'S exercise of its right to terminate pursuant to this Paragraph shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying

Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

(a) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b) LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured as their interest may appear under this Agreement.

(c) In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR'S policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. LESSEE'S ANNUAL RIGHT OF TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the

representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Premises via the Right-of-Way at all times for the purpose of installing and maintaining the Communications Facility. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to the Premises. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises. LESSEE shall have free access to the Tower at all times, upon notice to and consent of LESSOR, which consent shall not unreasonably be withheld, for purposes of installing and maintaining or repairing the Communications Facility.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. LESSEE shall be solely responsible for securing and maintaining said antenna(s), cable and other equipment in a safe and secure manner. LESSOR shall assume no responsibility for the safety or security of the property of the LESSEE at this location.

All antenna(s) installed by LESSEE on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair, painting, or similar work at the Property or on the Tower provided:

- a. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation if the Tower requires maintenance, repair, painting or similar work that will require LESSEE's equipment to be relocated;
- b. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- c. LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and

- d. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location at LESSEE's expense.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR, including but not limited to LESSOR'S off-site SCADA system, or any equipment of other lessees of the Property which equipment had been located on the Property prior to the date this Agreement is executed by the Parties. In the event any of LESSEE'S equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE'S option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. Provided, however, notwithstanding anything to the contrary contained in this Paragraph 15, not less than three months after such notice, if such interference has not ceased, LESSOR may terminate this Agreement.

LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future procure a tenancy of the Property or any portion thereof will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE.

The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property isare completed. In the event that LESSEE fails or refuses to remove any and all portions of the Communications Facility in accordance with the provisions of this paragraph, then LESSOR, its employees, agents, or servants may remove or cause the removal of them and may charge LESSEE, and LESSEE agrees to pay, the costs thereof.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, and

LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE'S rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall be released from its obligations to LESSEE under this Agreement, and LESSEE shall look to the third party assignee for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR'S title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and

enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located, to wit: the laws of the State of Illinois.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE'S principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE'S assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to any other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Hampshire
234 South State Street
P.O. Box 457
Hampshire, IL 60140-0457
Attn: Village Clerk

LESSEE: Chicago SMSA Limited Partnership,,
d/b/a Verizon Wireless 180
Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR'S option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by

LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE'S benefit a non-disturbance and attornment agreement for LESSEE'S benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE'S right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR'S obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of LESSOR'S defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR'S default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of Lease substantially in the form attached hereto as Exhibit "D," which Memorandum LESSEE may record with the appropriate recording officer. Provided, the date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a) In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days to cure a non-monetary breach if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b) In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such

extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE'S ability to conduct its business on the Property; provided, however, that if the nature of LESSOR'S obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement with notice and opportunity to cure as provided in Paragraph 29 above, and/or to pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, each Party shall use reasonable efforts to mitigate its damages in connection with a default by the other Party.

Provided further, upon a default, the Parties may agree that LESSEE may perform LESSOR'S obligations hereunder, and take the full amount of the reasonable and actual cost and expense incurred by LESSEE as an offset against rent or other fees due to LESSOR.

31. ENVIRONMENTAL.

(a) LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any hazardous substances, materials or wastes regulated by any federal, state or law, rule or regulation pertaining to the environment, public health or safety on, under, about or within the Property, in violation of any such law, rule or regulation.

(b) LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

(c) LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR'S sole cost and expense, and LESSEE shall hold harmless LESSOR and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE'S sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to

comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authority(ies) regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by the other Party; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by the other Party.

(d) LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability, at LESSEE'S sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, attorney's fees or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding to the extent resulting from: (i) any failure by LESSEE to comply with any applicable legal requirement governing environmental or industrial hygiene matters, except to the extent that any such non-compliance is caused by LESSOR; and (ii) any environmental or industrial hygiene conditions resulting from the activities of LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE'S operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE'S use of the Premises is disrupted.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE'S sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE'S operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE'S option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If

LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to Premises and at LESSEE'S sole cost and expense, comply with (a) all Laws relating solely to LESSEE'S specific and unique nature of use of the Premises; and (b) all building codes governing the improvements made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. REIMBURSEMENT. LESSEE further agrees to pay LESSOR a one-time lump sum of Five Thousand and No/100 Dollars (\$5,000.00) which shall be due and payable immediately for reimbursement of LESSOR'S cost for legal and engineering reviews. Any funds remaining after the completion of such reviews shall be returned to LESSEE.

--- Signature Page Next Follows This Page ---

Site Name; IL 72 & State St.
Site Number: 418721
March 14, 2017

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

The Village of Hampshire

By: _____
Jeffrey R. Magnussen
Village President

Date: _____

LESSEE:

Chicago SMSA Limited Partnership,
d/b/a Verizon Wireless,

By: Cellco Partnership, Its General Partner

By: _____
Larry Rick
Director Engineering Network

Date: _____

No. 17 –

**AN ORDINANCE
ESTABLISHING CERTAIN REGULATIONS FOR SITING OF
SMALL CELL ANTENNA FACILITIES, DISTRIBUTED ANTENNA SYSTEMS,
AND OTHER PERSONAL WIRELESS TELECOMMUNICATIONS FACILITIES
IN THE PUBLIC RIGHT-OF-WAY IN THE VILLAGE**

WHEREAS, the Village of Hampshire (the “Village”) is authorized under the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., and Illinois law to adopt ordinances pertaining to the public health, safety and welfare; and

WHEREAS, the Village is further authorized to adopt regulations governing the use of the public right-of-way under section 11-80-1 et seq., of the Illinois Municipal Code, 65 ILCS 5/11-80-1 et seq.; and

WHEREAS, the Village uses the public right-of-way within its Village limits to provide essential public services to its residents and businesses; and

WHEREAS, the public right-of-way within the Village is a limited public resource held by the Village for the benefit of its citizens and the Village has a duty to ensure that the public right-of-way is used, repaired, and maintained in a manner that best serves the public interest; and

WHEREAS, growing demand for personal wireless telecommunications services has resulted in increasing requests from the wireless industry to place small cell antenna facilities, distributed antenna systems, and other personal wireless telecommunication facilities on existing structures in the public right-of-way and to erect new structures in the public right-of-way for such purpose; and

WHEREAS, the Village is authorized under existing State and federal law to enact appropriate regulations and restrictions relative to small cell facilities, distributed antenna systems, and other personal wireless telecommunication facility installations in the public right-of-way, subject to limitations in the law that prohibit unreasonable discrimination among providers of functionally equivalent services and/or which unreasonable restrict the provision of such services; and

WHEREAS, in anticipation of continued increase in demand for small cell antenna facilities, distributed antenna systems, and other personal wireless telecommunication facility installations within the public right-of-way, the Village finds that it is in the best interests of the public health, safety and general welfare of the Village to modify its current standards, and to adopt generally applicable standards, for construction, installation, use, maintenance and repair of such facilities, systems and installations within the public right-of-way in the Village so as to, among other things:

- (i) prevent interference with the facilities and operations of the Village’s utilities and of other utilities lawfully located in public right-of-way or property,

- (ii) provide specific regulations and standards for the placement and siting of personal wireless telecommunication facilities within public right-of-way in the Village,
- (iii) preserve the character of the neighborhoods in which facilities are installed,
- (iv) minimize any adverse visual impact of personal wireless telecommunication facilities and prevent visual blight in the neighborhoods in which facilities are installed,
- (v) facilitate the location of personal wireless telecommunication facilities in permitted locations within the public right-of-way in the Village, and
- (vi) assure the continued safe use and enjoyment of private properties adjacent to personal wireless telecommunication facilities.

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

Section 1. The Hampshire Municipal Code of 1985, as amended, shall be and is hereby further amended to modify the provisions of Chapter 9: Public Ways and Property; Article IX: Construction Standards, Technical Standards, and Standards for Occupancy in Village Rights of Way, to modify the current regulations and to provide for certain regulations governing the use of rights-of-way in the Village for siting of small cell antenna facilities, distributed antenna systems, and other personal wireless telecommunication facility installations in the public right-of-way in the Village, in words and figures as follows:

See attached text of Chapter 9, Article IX,
incorporated herein by this reference

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

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

Section 5. This Ordinance shall be in full force and effect upon passage, approval, and publication in pamphlet form, as provided by law.

ADOPTED THIS ____ DAY OF MARCH, 2017, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

Ordinance No. _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS _____ DAY OF MARCH, 2017.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

CERTIFICATE OF PUBLICATION
(Pamphlet Form)

I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on _____, 2016, the Corporate Authorities of the Village of Hampshire passed and approved Ordinance No. 16 - _____, entitled:

**AN ORDINANCE
ESTABLISHING CERTAIN REGULATIONS FOR SITING OF
SMALL CELL ANTENNA FACILITIES, DISTRIBUTED ANTENNA SYSTEMS,
AND OTHER PERSONAL WIRELESS TELECOMMUNICATIONS FACILITIES
IN THE PUBLIC RIGHT-OF-WAY IN THE VILLAGE**

Said Ordinance provided by its terms that it should be published in pamphlet form, in accordance with law.

The pamphlet form of Ordinance No. 17 - _____, was prepared in the office of the Village Clerk, and a copy of same was posted in the Village Hall, commencing on March _____, 2017, and continuing for at least ten days thereafter.

Copies of the Ordinance were also available from and after said date for inspection by members of the public, upon request, in the Office of the Village Clerk.

This Certificate dated this _____ day of _____, 2017.

Linda Vasquez
Village Clerk

**CHAPTER 9: RIGHTS OF WAY
ARTICLE IX**

**CONSTRUCTION STANDARDS, TECHNICAL STANDARDS, AND
STANDARDS FOR OCCUPANCY IN VILLAGE RIGHTS OF WAY**

- 9-9-1: GENERAL PROVISIONS:**
- 9-9-2: FRANCHISES, LICENSES, OR SIMILAR AGREEMENTS:**
- 9-9-3: DEFINITIONS:**
- 9-9-4: ANNUAL REGISTRATION REQUIRED:**
- 9-9-5: PERMIT REQUIRED; APPLICATIONS AND FEES:**
- 9-9-6: ACTION ON PERMIT APPLICATIONS:**
- 9-9-7: EFFECT OF PERMIT:**
- 9-9-8: REVISED PERMIT DRAWINGS:**
- 9-9-9: INSURANCE:**
- 9-9-10: INDEMNIFICATION:**
- 9-9-11: SECURITY:**
- 9-9-12: PERMIT SUSPENSION AND REVOCATION:**
- 9-9-13: CHANGE OF OWNERSHIP OR OWNER'S IDENTITY OR LEGAL STATUS:**
- 9-9-14: GENERAL CONSTRUCTION STANDARDS:**
- 9-9-15: TRAFFIC CONTROL STANDARDS:**
- 9-9-16: LOCATION OF FACILITIES:**
- 9-9-17: CONSTRUCTION METHODS AND MATERIALS:**
- 9-9-18 STANDARDS AND REGULATIONS FOR PERSONAL WIRELESS
TELECOMMUNICATIONS FACILITIES**
- 9-9-19: VEGETATION CONTROL:**
- 9-9-20: REMOVAL, RELOCATION, OR MODIFICATIONS OF UTILITY FACILITIES:**
- 9-9-21: CLEANUP AND RESTORATION:**
- 9-9-22: MAINTENANCE AND EMERGENCY MAINTENANCE:**
- 9-9-23: VARIANCES:**
- 9-9-24: RIGHT TO APPEAL:**
- 9-9-25: PENALTIES:**

9-9-1: GENERAL PROVISIONS:

- A. Purpose: The purpose of this Article is to establish policies and procedures for constructing facilities on rights of way within the Village's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the Village rights of way and the Village as a whole.
- B. Facilities Subject to this Article: This Article applies to all facilities on, over, above, along, upon, under, across, or within the public rights of way within the jurisdiction of the Village. A facility lawfully established prior to the effective date of this Article may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement.
- C. Sound Engineering Judgment: The Village shall use sound engineering judgment when administering this Article and may vary the standards, conditions, and requirements expressed in this Article when the Village so determines. Nothing herein shall be construed to limit the ability of the Village to regulate its rights of way for the protection of the health, safety and welfare of the public. (Ord. 07-52, 11-1-2007)

9-9-2: FRANCHISES, LICENSES, OR SIMILAR AGREEMENTS:

- A. Privilege: The Village, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the Village rights of way. Utilities that are not required by law to enter into such an agreement may request that the Village enter into such an agreement. In any such agreement, the Village may provide for terms and conditions that are or would be inconsistent with the provisions of this Article, and in such event, the terms and provisions of the agreement shall govern and control.
- B. Effect of Franchises, Licenses, Or Similar Agreements:
 - 1. Utilities Other Than Telecommunications Providers: In the event that a utility other than a telecommunications provider has a franchise, license or similar agreement with the Village, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.
 - 2. Telecommunications Providers: In the event of any conflict with, or inconsistency between, the provisions of this Article and the provisions of any franchise, license or similar agreement between the Village and any telecommunications provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.
- C. Conflicts with State and Federal Laws: In the event that applicable federal or state laws or regulations conflict with the requirements of this Article, the utility shall comply with the requirements of this Article to the maximum extent possible without violating federal or state laws or regulations.

9-9-3: DEFINITIONS:

As used in this Article and unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this section. Any term not defined in this section shall have the meaning ascribed to it in 92 Illinois Administrative Code Section 530.30, unless the context clearly requires otherwise.

AASHTO: American Association of State Highway and Transportation Officials.

ALTERNATIVE ANTENNA STRUCTURE: An existing pole or other structure within the public right-of-way that can be used to support an antenna and is not a utility pole or a Village-owned infrastructure.

ANSI: American National Standards Institute.

ANTENNA: Communications equipment that transmits or receives electromagnetic radio signals used in the provision of any type of wireless communications services.

APPLICANT: Any person or entity submitting an application for a permit to install personal wireless telecommunication facilities or structures to support the facilities within a public right-of-way.

ASTM: American Society for Testing and Materials.

BACKFILL: The methods or materials for replacing excavated material in a trench or pit.

BORE OR BORING: To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

CARRIER PIPE: The pipe enclosing the liquid, gas or slurry to be transported.

CASING: A structural protective enclosure for transmittal devices such as: carrier pipes, electrical conductors, and fiber optic devices.

CLEAR ZONE: The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non-recoverable slope, and a clear run out area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry. Distances are specified in the AASHTO "Roadside Design Guide."

COATING: Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

CODE: The Municipal Code of the Village of Hampshire.

CONDUCTOR: Wire carrying electrical current.

CONDUIT: A casing or encasement for wires or cables.

CONSTRUCTION OR CONSTRUCT: The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

COVER: The depth of earth or backfill over buried utility pipe or conductor.

CROSSING FACILITY: A facility that crosses one or more right of way lines of a right of way.

DIRECTOR OF PUBLIC WORKS: The Village director of public works or his or her designee.

DISTRIBUTED ANTENNA SYSTEM (DAS): A type of personal wireless telecommunication facility consisting of a network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area. Generally, serves multiple carriers.

DISRUPT THE RIGHT OF WAY: For the purposes of this Article, any work that obstructs the right of way or causes a material adverse effect on the use of the right of way for its intended use. Such work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices, or structures; damage to vegetation; and compaction or loosening of the soil, and shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a highway.

EMERGENCY: Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right of way or immediate maintenance required for the health and safety of the general public served by the utility.

ENCASEMENT: Provision of a protective casing.

ENGINEER: The Village Engineer or his or her designee.

EQUIPMENT: Materials, tools, implements, supplies, and/or other items used to facilitate construction of facilities.

EXCAVATION: The making of a hole or cavity by removing material, or laying bare by digging.

EXTRA HEAVY PIPE: Pipe meeting ASTM standards for this pipe designation.

FACILITY: All structures, devices, objects, and materials (including track and rails, wires, ducts, fiber optic cable, antennas, vaults, boxes, equipment enclosures cabinets, pedestals, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto) located on, over, above, along, upon, under, across, or within rights of way under this Article. For purposes of this Article, the term "facility" shall not include any facility owned or operated by the Village.

FREESTANDING FACILITY: A facility that is not a crossing facility or a parallel facility, such as an antenna, transformer, pump, or meter station.

FRONTAGE ROAD: Roadway, usually parallel, providing access to land adjacent to the highway where it is precluded by control of access on highway.

HAZARDOUS MATERIALS: Any substance or material which, due to its quantity, form, concentration, location, or other characteristics, is determined by the Village Engineer to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the ecological balance of the environment, including, but not limited to, explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any federal or state law, statute or regulation.

HIGHWAY: A specific type of right of way used for vehicular traffic including rural or urban roads or streets. The term "highway" includes all highway land and improvements, including roadways, ditches and embankments, bridges, drainage structures, signs, guardrails, protective structures and appurtenances necessary or convenient for vehicle traffic.

HIGHWAY CODE: The Illinois Highway Code, 605 Illinois Compiled Statutes 5/1-101 et seq., as amended from time to time.

IDOT: Illinois Department of Transportation.

ILCC: Illinois Commerce Commission.

JACKING: Pushing a pipe horizontally under a roadway by mechanical means with or without boring.

JETTING: Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

JOINT USE: The use of pole lines, trenches or other facilities by two (2) or more utilities.

LANDSCAPE SCREENING: The installation at grade of plantings, shrubbery, bushes or other foliage intended to screen the base of a personal wireless telecommunication facility from public view.

MAJOR INTERSECTION: The intersection of two (2) or more major arterial highways.

MONOPOLE: A structure composed of a single spire, pole or tower designed and used to support antennas or related equipment and that is not a utility pole, an alternative antenna structure, or a Village-owned infrastructure.

OCCUPANCY: The presence of facilities on, over or under right of way.

PARALLEL FACILITY: A facility that is generally parallel or longitudinal to the centerline of a right of way.

PARKWAY: Any portion of the right of way not improved by street or sidewalk.

PAVEMENT CUT: The removal of an area of pavement for access to a facility or for the construction of a facility.

PERMITTEE: That entity to which a permit has been issued pursuant to this Article.

PERSONAL WIRELESS TELECOMMUNICATION ANTENNA: An antenna that is part of a personal wireless telecommunications facility.

PERSONAL WIRELESS TELECOMMUNICATION EQUIPMENT: Equipment, exclusive of an antenna, that is part of a personal wireless telecommunications facility.

PERSONAL WIRELESS TELECOMMUNICATIONS FACILITY: An antenna, equipment, and related improvements used, or designed to be used, to provide wireless transmission of voice, data video streams, images, or other information including, but not limited to, cellular phone service, personal communication service, paging, and Wi-Fi antenna service.

PETROLEUM PRODUCTS PIPELINES: Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane, or coal slurry.

PRACTICABLE: That which is performable, feasible or possible, rather than that which is simply convenient.

PRESSURE: The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

PROMPT: That which is done within a period of time specified by the Village. If no time period is specified, the period shall be thirty (30) days.

PWTF Structure: Any Tower, Monopole, Utility Pole, Alternative Antenna Structure, or Village-Owned Infrastructure, as defined herein, on which a Personal Wireless Telecommunication Facility may be located.

PUBLIC ENTITY: A legal entity that constitutes or is part of the government, whether at local, state or federal level.

RESTORATION: The repair of a right of way, highway, roadway, or other area disrupted by the construction of a facility.

RIGHT OF WAY: Any street, alley, other land or waterway, dedicated or commonly used for utility

purposes, including utility easements, in which the Village has the right and authority to authorize, regulate or permit the location of facilities other than those of the Village. Right of way shall not include any real or personal Village property that is not specifically described in the previous sentence and shall not include Village buildings, fixtures, and other structures or improvements, regardless of whether they are situated in the right of way.

ROADWAY: That part of the highway that includes the pavement and shoulders.

SECURITY FUND: That amount of security required pursuant to this Article.

SHOULDER: A width of roadway, adjacent to the pavement, providing lateral support to the pavement edge and providing an area for emergency vehicular stops and storage of snow removed from the pavement.

SMALL CELL FACILITIES: A Personal Wireless Telecommunications Facility consisting of an antenna and related equipment either installed singly or as part of a network to provide coverage or enhance Capacity in a limited defined area. Generally single-service provider installation.

SOUND ENGINEERING JUDGMENT: A decision(s) consistent with generally accepted engineering principles, practices and experience.

TELECOMMUNICATIONS: This term includes, but is not limited to, messages or information transmitted through use of local, toll, and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, mobile radio services, or any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities.

"Private line" means a dedicated non-traffic sensitive service for a single customer that entitles the customer to exclusive or priority use of a communications channel, or a group of such channels, from one or more specified locations to one or more other specified locations.

"Telecommunications" shall not include value added services in which computer processing applications are used to act on the form, content, code, and protocol of the information for purposes other than transmission. "Telecommunications" shall not include purchase of telecommunications by a telecommunications service provider for use as a component part of the service provided by him or her such provider to the ultimate retail consumer who originates or terminates the end to end communications.

"Telecommunications" shall not include the provision of cable services through a cable system as defined in the cable communications act of 1984 (47 USC section 521 and following) as now or hereafter amended or cable or other programming services subject to an open video system fee payable to the Village through an open video system as defined in the rules of the federal communications commission (47 CDF 76.1550 and following) as now or hereafter amended.

TELECOMMUNICATIONS PROVIDER: Any person that installs, owns, operates or controls facilities in the public right of way used or designed to be used to transmit telecommunications in any form.

TELECOMMUNICATIONS RETAILER: Means and includes every person engaged in making sales of telecommunications at retail as defined herein.

TELECOMMUNICATIONS; SALE AT RETAIL: The transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, when the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

TOWER: Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers, and that is not a utility pole, an alternative antenna structure, or a Village-owned infrastructure. Except as otherwise provided for by this Ordinance, the requirements for a tower and associated antenna facilities shall be those required in this Ordinance.

TRENCH: A relatively narrow, open excavation for the installation of an underground facility.

UTILITY: The individual or entity owning or operating any "facility" as defined in this Article.

UTILITY POLE: An upright pole designed and used to support electric cables, telephone cables, telecommunication cables, cable service cables, which are used to provide lighting, traffic control, signage, or a similar function.

VARIANCE or VARIATION: A grant of relief by the Village or his/her designee.

VENT: A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

VILLAGE: The Village of Hampshire, Kane County, Illinois.

VILLAGE-OWNED INFRASTRUCTURE: Infrastructure in public right-of-way within the boundaries of the Village, including, but not limited to, streetlights, traffic signals, towers, structures, or buildings owned, operated or maintained by the Village.

WATER LINES: Pipelines carrying raw or potable water.

WET BORING: Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material.

WI-FI ANTENNA: An antenna used to support Wi-Fi broadband Internet access service based on the IEEE 802.11 standard that typically uses unlicensed spectrum to enable communication between devices.

9-9-4: ANNUAL REGISTRATION REQUIRED:

Every utility that occupies rights of way within the Village shall register on January 1 of each year with the Village administrator, providing the utility's name, address and regular business telephone and telecopy numbers, the name of one or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility's facilities in the right of way and a twenty four (24) hour telephone number for each such person, and evidence of insurance as required in this Article, in the form of a certificate of insurance.

9-9-5: PERMIT REQUIRED; APPLICATIONS AND FEES:

- A. **Permit Required:** No person shall construct (as defined in this Article) any facility on, over, above, along, upon, under, across, or within any Village right of way which: 1) changes the location of the facility, 2) adds a new facility, 3) disrupts the right of way (as defined in this Article), or 4) materially increases the amount of area or space occupied by the facility on, over, above, along, under, across or within the right of way, without first filing an application with the Village Engineer and obtaining a permit from the Village therefor, except as otherwise provided in this Article. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right of way.
- B. **Permit Application:** All applications for permits pursuant to this Article shall be filed on a form provided by the Village and shall be filed in such number of duplicate copies as the Village may designate. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly.
- C. **Minimum General Application Requirements:** The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:
1. The utility's name and address and telephone and telecopy numbers;
 2. The applicant's name and address, if different from the utility, its telephone and telecopy numbers, e-mail address, and its interest in the work;
 3. The names, addresses and telephone and telecopy numbers and e-mail addresses of all professional consultants, if any, advising the applicant with respect to the application;
 4. A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;
 5. Evidence that the utility has placed on file with the Village:
 - a. A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the "Illinois Manual On Uniform Traffic Control Devices", to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and
 - b. An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the Village and shall promote protection of the safety and convenience of the public. Compliance with ILCC regulations for emergency contingency plans constitutes compliance with this section unless the Village finds that additional information or assurances are needed;
 6. Drawings, plans and specifications showing the work proposed, including the certification of an engineer that such drawings, plans, and specifications comply with applicable codes, rules, and regulations;
 7. Evidence of insurance as required by this Article;

- 8. Evidence of posting of the security fund as required in this Article;
 - 9. Any request for a variance from one or more provisions of this Article;
 - 10. Such additional information as may be reasonably required by the Village.
- D. Supplemental Application Requirements for Specific Types of Utilities: In addition to the requirements of subsection C of this section, the permit application shall include the following items as applicable to the specific utility that is the subject of the permit application:
- 1. In the case of the installation of new electric power, communications, telecommunications cable television service, video service, or natural gas distribution system, provide evidence that any "certificate of public convenience and necessity" that the applicant is required by law to obtain, or has elected to obtain, has been issued by the ILCC or other jurisdictional authority;
 - 2. In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;
 - 3. In the case of water lines, indicate that all requirements of the Illinois environmental protection agency, division of public water supplies, have been satisfied;
 - 4. In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois environmental protection agency, division of water pollution control and/or the Village, have been satisfied; or
 - 5. In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.
- E. Applicant's Duty to Update Information: Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the Village within thirty (30) days after the change necessitating the amendment.
- F. Application Fees: Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this Article shall be accompanied by payment of a fee in such amount as determined from time to time by the corporate authorities. No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the electricity infrastructure maintenance fee act.

9-9-6: ACTION ON PERMIT APPLICATIONS:

- A. Village Review of Permit Applications: Completed permit applications, containing all required documentation, shall be examined by the Village Engineer within a reasonable time after filing. If the application does not conform to the requirements of all applicable ordinances, codes, laws, rules, and regulations, the Village Engineer shall reject such application in writing, stating the reasons therefor. If the Village Engineer is satisfied that the proposed work conforms to the requirements of this Article and all applicable ordinances, codes, laws, rules, and regulations, the Village Engineer shall recommend to the Village administrator that a permit be issued therefor as soon as practicable.
- B. Additional Village Review of Applications of Telecommunications Retailers:

1. Pursuant to section 4 of the telephone company act, 220 Illinois Compiled Statutes 65/4, a telecommunications retailer shall notify the Village that it intends to commence work governed by this Article for facilities for the provision of telecommunications services. Such notice shall consist of plans, specifications, and other documentation sufficient to demonstrate the purpose and intent of the facilities, and shall be provided by the telecommunications retailer to the Village not less than ten (10) days prior to the commencement of work requiring no excavation and not less than thirty (30) days prior to the commencement of work requiring excavation. The Village Engineer shall specify the portion of the right of way upon which the facility may be placed, used and constructed.
 2. In the event that the Village Engineer fails to provide such specification of location to the telecommunications retailer within either: a) ten (10) days after service of notice to the Village by the telecommunications retailer in the case of work not involving excavation for new construction or b) twenty five (25) days after service of notice by the telecommunications retailer in the case of work involving excavation for new construction, the telecommunications retailer may commence work without obtaining a permit under this Article.
 3. Upon the provision of such specification by the Village, where a permit is required for work pursuant to this Article the telecommunications retailer shall submit to the Village an application for a permit and any and all plans, specifications and documentation available regarding the facility to be constructed. Such application shall be subject to the requirements of subsection A of this section.
- C. Additional Village Review: Applications by a utility that is a holder of a state issued authorization under the cable and video competition law of 2007 shall be deemed granted sixty (60) days after submission to the Village, unless otherwise acted upon by the Village, provided the holder has complied with applicable Village codes, ordinances, and regulations.

9-9-7: EFFECT OF PERMIT:

- A. Authority Granted; No Property Right or Other Interest Created: A permit from the Village authorizes a permittee only to undertake certain activities in accordance with this Article on Village rights of way, and does not create a property right in any right of way or grant authority to the permittee to impinge upon the rights of others who may have an interest in the public rights of way.
- B. Duration: Any permit issued pursuant to this Article shall be and remain valid for a period of six (6) months after date of issuance; provided, construction work on the project must be actually commenced within said time, and thereafter be diligently pursued to completion, in which case the validity of the permit shall be deemed to be extended to the date of completion, but in no event longer than one year. If no such construction work has commenced within six (6) months of the date of issuance, the permit shall be deemed to have expired and shall be then null and void.
- C. Pre-construction Meeting Required: No construction shall begin pursuant to a permit issued under this Article prior to the conclusion of a preconstruction meeting. The preconstruction meeting shall be held at a date, time and place designated by the Village. The utility, any general contractor, and all major subcontractors shall attend the meeting. The meeting shall be for the purpose of reviewing the work to be performed under the permit, and reviewing any special considerations necessary in the areas where work will occur, including, without limitation, the presence or absence of other utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of the right of way by the public during construction, and ingress and egress by adjacent property owners.

- D. **Compliance with All Laws Required:** The issuance of a permit by the Village does not excuse the permittee from complying with other requirements of the Village and all applicable statutes, laws, ordinances, rules, and regulations.

9-9-8: REVISED PERMIT DRAWINGS:

In the event that the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the Village within ninety (90) days after the completion of the permitted work. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. If any deviation from the permit requirements also constitutes a deviation from the requirements of this Article, it shall be considered as a request for variance under this Article. If after consideration the Village denies the request for a variance, then the permittee shall either remove the facility from the right of way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefor.

9-9-9: INSURANCE:

- A. **Required Coverages And Limits:** Unless otherwise provided by franchise, license, or similar agreement, each utility occupying any right of way or portion thereof, or constructing any facility in a right of way, shall secure and maintain the following liability insurance policies insuring the utility as named insured and naming the Village, and its elected and appointed officers, officials, agents, and employees as additional insureds, on the policies listed in subsections A1 and A2 of this section:

1. Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X", "C", and "U" coverages) and products-completed operations coverage with limits not less than:
 - a. Five million dollars (\$5,000,000.00) for bodily injury or death to each person;
 - b. Five million dollars (\$5,000,000.00) for property damage resulting from any one accident; and
 - c. Five million dollars (\$5,000,000.00) for all other types of liability;
2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000.00) for personal injury and property damage for each accident;
3. Workers' compensation with statutory limits; and
4. Employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) per employee and per accident.

If the utility does not provide such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

- B. **Excess or Umbrella Policies:** The coverages required by this section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

- C. Copies Required: The utility shall provide copies of any of the policies required by this section to the Village within ten (10) days following receipt of a written request therefor from the Village.
- D. Maintenance and Renewal of Required Coverages: The insurance policies required by this section shall contain the following endorsement:

It is hereby understood and agreed that this policy may not be canceled nor may the intention not to renew be stated until thirty (30) days after receipt by the Village, by registered mail or certified mail, return receipt requested, of a written notice addressed to the Village Administrator of such intent to cancel or not to renew.

Within ten (10) days after receipt by the Village of said notice, and in no event later than ten (10) days prior to said cancellation, the utility shall obtain and furnish to the Village evidence of replacement insurance policies meeting the requirements of this section.

- E. Self-Insurance: A utility may self-insure all or a portion of the insurance coverage and limit requirements required by this section. A utility that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under subsection A of this section, or the requirements of subsections B, C, and D of this section. A utility that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under subsection A of this section, such as evidence that the utility is a "private self-insurer" under the workers' compensation act.
- F. Effect of Insurance and Self-Insurance on Utility's Liability: The legal liability of the utility to the Village and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.
- G. Insurance Companies: All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business and licensed in the state of Illinois. All insurance carriers and surplus line carriers shall be rated "A" or better and of a class size "X" or higher by A.M. Best Company.

9-9-10: INDEMNIFICATION:

By occupying or constructing facilities in the right of way, a utility shall be deemed to agree to defend, indemnify and hold the Village and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the utility or its affiliates, officers, employees, agents, contractors or subcontractors in the construction of facilities or occupancy of the rights of way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this Article or by a franchise, license, or similar agreement; provided, however, that the utility's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this Article by the Village, its officials, officers, employees, agents or representatives.

9-9-11: SECURITY:

- A. Condition of Permit / Purpose: As a condition of the Village's issuance of any permit under this Article, the permittee shall establish a security fund in a form and in an amount as set forth in this section. The security fund shall be continuously maintained in accordance with this section at the permittee's sole cost and expense until the completion of the work authorized under the permit. The security fund shall serve as security for:
1. The faithful performance by the permittee of all the requirements of this Article;
 2. Any expenditure, damage, or loss incurred by the Village occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits and other directives of the Village issued pursuant to this Article; and
 3. The payment by permittee of all liens and all damages, claims, costs, or expenses that the Village may pay or incur by reason of any action or nonperformance by permittee in violation of this Article including, without limitation, any damage to public property or restoration work the permittee is required by this Article to perform that the Village must perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments due the Village from the permittee pursuant to this Article or any other applicable law.
- B. Form: The permittee shall provide the security fund to the Village in the form, at the permittee's election, of cash, a surety bond in a form acceptable to the Village, or an unconditional letter of credit in a form acceptable to the Village. Any surety bond or letter of credit provided pursuant to this subsection shall, at a minimum:
1. Provide that it will not be canceled without prior notice to the Village and the permittee;
 2. Not require the consent of the permittee prior to the collection by the Village of any amounts covered by it; and
 3. Provide a location convenient to the Village and within the state of Illinois at which it can be drawn.
- C. Amount: The dollar amount of the security fund shall be sufficient to provide for the reasonably estimated cost to restore the right of way to at least as good a condition as that existing prior to the construction under the permit, as determined by the Village Engineer, and may also include reasonable, directly related costs that the Village estimates are likely to be incurred if the permittee fails to perform such restoration. Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the Village, with each phase consisting of construction of facilities in one location or a related group of locations, and where construction in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the Village Engineer may, in the exercise of sound discretion, allow the permittee to post a single amount of security which shall be applicable to each phase of the construction under the permit. The amount of the security fund for phased construction shall be equal to the greatest amount that would have been required under the provisions of this subsection for any single phase.
- D. Withdrawals: The Village, upon fourteen (14) days' advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this subsection, may withdraw an amount from the security fund, provided that the permittee has not reimbursed the Village for such amount within the fourteen (14) day notice period. Withdrawals may be made if the permittee:

1. Fails to make any payment required to be made by the permittee hereunder;
 2. Fails to pay any liens relating to the facilities that are due and unpaid;
 3. Fails to reimburse the Village for any damages, claims, costs or expenses which the Village has been compelled to pay or incur by reason of any action or nonperformance by the permittee; or
 4. Fails to comply with any provision of this Article that the Village determines can be remedied by an expenditure of an amount in the security fund.
- E. Replenishment: Within fourteen (14) days after receipt of written notice from the Village that any amount has been withdrawn from the security fund, the permittee shall restore the security fund to the amount specified in this section.
- F. Interest: The permittee may request that any and all interest accrued on the amount in the security fund be returned to the permittee by the Village, upon written request for said withdrawal to the Village, provided that any such withdrawal does not reduce the security fund below the minimum balance required in this section.
- G. Closing and Return of Security Fund: Upon completion of the work authorized under the permit, and satisfactory restoration of any disturbed area, the permittee shall be entitled to the return of the security fund, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the Village for failure by the permittee to comply with any provisions of this Article or other applicable law. In the event of any revocation of the permit, the security fund, and any and all accrued interest therein, shall become the property of the Village to the extent necessary to cover any reasonable costs, loss or damage incurred by the Village as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the permittee.
- H. Rights Not Limited: The rights reserved to the Village with respect to the security fund are in addition to all other rights of the Village, whether reserved by this Article or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said security fund shall affect any other right the Village may have. Notwithstanding the foregoing, the Village shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated. (Ord. 07-52, 11-1-2007)

9-9-12: PERMIT SUSPENSION AND REVOCATION:

- A. Village Right to Revoke or Suspend Permit: The Village may revoke or suspend a permit issued pursuant to this Article for one or more of the following reasons:
1. Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
 2. Non-compliance with the requirements of this Article;
 3. The physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the public rights of way that presents a direct or imminent threat to the public health, safety, or welfare; or

4. Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.

- B. Notice of Revocation or Suspension: The Village shall send to permittee written notice of its intent to revoke or suspend a permit issued pursuant to this Article stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this Article.
- C. Permittee Alternatives Upon Receipt of Notice of Revocation or Suspension: Upon receipt of a written notice of revocation or suspension from the Village, the permittee shall have the following options:
 - 1. Immediately provide the Village with evidence that no cause exists for the revocation or suspension;
 - 2. Immediately correct, to the satisfaction of the Village, the deficiencies stated in the written notice, providing written proof of such correction to the Village within five (5) working days after receipt of the written notice of revocation; or
 - 3. Immediately remove the facilities located on, over, above, along, upon, under, across, or within the rights of way and restore the rights of way to the satisfaction of the Village providing written proof of such removal to the Village within ten (10) days after receipt of the written notice of revocation.

The Village may, in its discretion, for good cause shown, extend the time periods provided in this subsection.

- D. Stop Work Order: In addition to the issuance of a notice of revocation or suspension, the Village may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth in this section.
- E. Failure or Refusal of the Permittee to Comply: If the permittee fails to comply with the provisions of subsection C of this section, the Village or its designee may, at the option of the Village:
 - 1. correct the deficiencies;
 - 2. upon not less than twenty (20) days' notice to the permittee, remove the subject facilities or equipment; or
 - 3. after not less than thirty (30) days' notice to the permittee of failure to cure the non-compliance, deem the facilities to be abandoned and to be property of the Village.

The permittee shall be liable in all events to the Village for all costs of removal.

9-9-13: CHANGE OF OWNERSHIP OR OWNER'S IDENTITY OR LEGAL STATUS:

- A. Notification of Change: A utility shall notify the Village no less than thirty (30) days prior to the transfer of ownership of any facility in the right of way or any change in identity of the utility. The new owner of the utility or the facility shall have all the obligations and privileges enjoyed by the former owner under the original permit, if any, and all applicable laws, ordinances, rules and regulations, including this Article, with respect to the work and facilities in the right of way.

- B. Amended Permit: A new owner shall request that any current permit be amended to show current ownership. If the new owner fails to request that a new or amended permit be issued in its name, the new owner shall be presumed to have accepted and to have agreed to be bound by the terms and conditions of the original permit, if the new owner uses the facility or allows it to remain on the Village's right of way.
- C. Insurance and Bonding: All required insurance coverage or bonding must be changed to reflect the name of the new owner immediately upon transfer.

9-9-14: GENERAL CONSTRUCTION STANDARDS:

- A. Standards and Principles: All construction in the right of way shall be consistent with applicable ordinances, codes, laws, rules and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in the following IDOT publications:
 1. "Standard Specifications for Road and Bridge Construction";
 2. "Supplemental Specifications and Recurring Special Provisions";
 3. "Highway Design Manual";
 4. "Highway Standards Manual";
 5. "Standard Specifications for Traffic Control Items";
 6. "Illinois Manual On Uniform Traffic Control Devices" (92 Ill. Adm. Code section 545);
 7. "Flagger's Handbook"; and
 8. "Work Site Protection Manual for Daylight Maintenance Operations".
- B. Interpretation of Municipal Standards and Principles: If a discrepancy exists between or among differing principles and standards required by this Article, the Village Engineer shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the Village Engineer shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future.

9-9-15: TRAFFIC CONTROL STANDARDS:

- A. Minimum Requirements: The Village's minimum requirements for traffic protection are contained in IDOT's "Illinois Manual On Uniform Traffic Control Devices" and this code.
- B. Warning Signs, Protective Devices, And Flaggers: The utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting all applicable federal, state, and local requirements for protection of the public and the utility's workers when performing any work on the public rights of way.
- C. Interference with Traffic: All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic.

- D. Notice When Access Is Blocked: At least forty-eight (48) hours prior to beginning work that will partially or completely block access to any residence, business or institution, the utility shall notify the resident, business or institution of the approximate beginning time and duration of such work; provided, however, that in cases involving emergency repairs the utility shall provide such notice as is practicable under the circumstances.
- E. Compliance: The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the Village.

9-9-16: LOCATION OF FACILITIES:

- A. General Requirements: In addition to location requirements applicable to specific types of utility facilities, all utility facilities regardless of type, shall be subject to the general location requirements of this subsection.
 - 1. No Interference with Village Facilities: No utility facilities shall be placed in any location if the Village Engineer determines that the proposed location will require the relocation or displacement of any of the Village's utility facilities or will otherwise interfere with the operation or maintenance of any of the Village's utility facilities.
 - 2. Minimum Interference and Impact: The proposed location shall cause only the minimum possible interference with the use of the right of way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right of way.
 - 3. No Interference with Travel: No utility facility shall be placed in any location that interferes with the usual travel on such right of way.
 - 4. No Limitations On Visibility: No utility facility shall be placed in any location so as to limit visibility of or by users of the right of way.
 - 5. Size of Utility Facilities: The proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals, and/or cabinets then in use by the facility owner, regardless of location, for the particular application.
- B. Overhead Parallel Facilities: An overhead parallel facility may be located within the right of way lines of a highway only if:
 - 1. Lines are located as near as practicable to the right of way line and as nearly parallel to the right of way line as reasonable pole alignment will permit;
 - 2. Where pavement is curbed, poles are as remote as practicable from the curb with a minimum distance of two feet (2') behind the face of the curb, where available;
 - 3. Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four feet (4') outside the outer shoulder line of the roadway and are not within the clear zone;
 - 4. No pole is located in the ditch line of a highway; and

5. Any ground mounted appurtenance is located within one foot (1') of the right of way line or as near as possible to the right of way line.
- C. Underground Parallel Facilities: An underground parallel facility may be located within the right of way lines of a highway only if:
1. The facility is located as near as practicable to the outside boundary of the right of way, and so as not to interfere with other existing or planned utilities, and parallel to the right of way line;
 2. A new facility may be located under the paved portion of a highway or any sidewalk located within the right of way only if all other locations are impracticable or inconsistent with sound engineering judgment (e.g., a new cable may be installed in existing conduit without disrupting the pavement).
- D. Facilities Crossing Highways:
1. No Future Disruption: The construction and design of crossing facilities installed between the ditch lines or curb lines of Village highways may require the incorporation of materials and protections (such as encasement or additional cover) to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.
 2. Cattle Passes, Culverts, Or Drainage Facilities: Crossing facilities shall not be located in cattle passes, culverts, or drainage facilities.
 3. Ninety Degree Crossing Required: Crossing facilities shall cross at or as near to a ninety degree (90°) angle to the centerline as practicable.
 4. Overhead Power Or Communication Facility: An overhead power or communication facility may cross a highway only if:
 - a. It has a minimum vertical line clearance as required by ILCC's rules entitled, "Construction of Electric Power and Communication Lines" (83 Ill. Adm. Code 305) in effect from time to time;
 - b. Poles are located within one foot (1') of the right of way line of the highway and outside of the clear zone; and
 - c. Overhead crossings at major intersections are avoided.
 5. Underground Power or Communication Facility: An underground power or communication facility may cross a highway only if:
 - a. The design materials and construction methods will provide maximum maintenance free service life; and
 - b. Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.
 6. Markers: The Village may require the utility to provide a marker at each right of way line where an underground facility other than a power or communication facility crosses a highway. Each marker

shall identify the type of facility, the utility, and an emergency phone number. Markers may also be eliminated as provided in current federal regulations (49 CFR 192.707 (1989)).

E. Facilities to Be Located Within Particular Rights of Way: The Village may require that facilities be located within particular rights of way that are not highways, rather than within particular highways.

F. Freestanding Facilities:

1. The Village may restrict the location and size of any freestanding facility located within a right of way.
2. The Village may require any freestanding facility located within a right of way to be screened from view.

G. Aboveground Facilities Installed: Aboveground facilities may be installed only if:

1. No other existing facilities in the area are located underground;
2. New underground installation is not technically feasible; and
3. The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. The Village may require a particular style of pole; otherwise, suitable designs include, but are not limited to, self-supporting armless, single pole construction with vertical configuration of conductors and cable. Existing utility poles and light standards shall be used wherever practicable; the installation of additional utility poles is strongly discouraged.

H. Facility Attachments to Bridges or Roadway Structures:

1. Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive, or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.
2. A utility shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:
 - a. The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;
 - b. The type, length, value, and relative importance of the highway structure in the transportation system;
 - c. The alternative routings available to the utility and their comparative practicability;

- d. The proposed method of attachment;
- e. The ability of the structure to bear the increased load of the proposed facility;
- f. The degree of interference with bridge maintenance and painting;
- g. The effect on the visual quality of the structure; and
- h. The public benefit expected from the utility service as compared to the risk involved.

I. Appearance Standards:

- 1. The Village may prohibit the installation of facilities in particular locations in order to preserve visual quality.
- 2. A facility may be constructed only if its construction does not require extensive removal or alteration of trees or terrain features visible to the highway user or impair the aesthetic quality of the lands being traversed. (Ord. 07-52, 11-1-2007)

9-9-17: CONSTRUCTION METHODS AND MATERIALS FOR FACILITIES NOT PERSONAL WIRELESS TELECOMMUNICATIONS FACILITIES:

A. Standards and Requirements for Particular Types of Construction Methods:

1. Boring or Jacking:

- a. Pits and Shoring: Boring or jacking under rights of way shall be accomplished from pits located at a minimum distance specified by the Village Engineer from the edge of the pavement. Pits for boring or jacking shall be excavated no more than forty eight (48) hours in advance of boring or jacking operations and backfilled within forty eight (48) hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.
- b. Wet Boring or Jetting: Wet boring or jetting shall not be permitted under the roadway.
- c. Borings with Diameters Greater Than Six Inches: Borings over six inches (6") in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch (1").
- d. Borings with Diameters Six Inches Or Less: Borings of six inches (6") or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.
- e. Tree Preservation: Any facility located within the drip line of any tree designated by the Village to be preserved shall be bored under or around the root system.

- 2. Trenching: Trenching for facility installation, repair, or maintenance on rights of way shall be done in accord with the applicable portions of section 603 of IDOT's "Standard Specifications for Road and Bridge Construction".

- a. Length: The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe/line testing. Only one-half ($1/2$) of any intersection may have an open trench at any time unless special permission is obtained from the Village Engineer.
- b. Open Trench and Excavated Material: Open trench and windrowed excavated material shall be protected as required by chapter 6 of the "Illinois Manual On Uniform Traffic Control Devices". Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right of way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off road location.
- c. Drip Line: The utility shall not trench within the drip line of any tree designated by the Village to be preserved.

3. Backfilling:

- a. Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with IDOT's "Standard Specifications for Road and Bridge Construction". When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used.
- b. For a period of three (3) years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the facility. If so ordered by the engineer, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the engineer.

4. Pavement Cuts: Pavement cuts for facility installation or repair shall be permitted on a highway only if the pertinent portion of the highway is closed to traffic during the work and in accordance with the provisions of this Article. If a variance to this provision is requested under this Article, the following requirements shall apply:

- a. Any excavation under pavements shall be backfilled as soon as practicable with granular material of CA-6 gradation, as designated by the Village Engineer.
- b. Restoration of pavement shall be as determined by the Village Engineer and shall be accomplished as soon as practicable, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the Village.
- c. All saw cuts shall be full depth.
- d. For any right of way which has been reconstructed with a concrete surface/base in the seven (7) years, or resurfaced in the three (3) years, last preceding the date of application, no permit for pavement cutting shall be issued unless such work is determined to be either: 1) an emergency repair or other work now considered necessary and unforeseen at the time of such reconstruction or resurfacing, as the case may be, or 2) necessary for a JULIE locate.

5. Encasement:

- a. Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by on- piece fabrication or by welding or jointed installation approved by the Village.
 - b. The venting, if any, of any encasement shall extend within one foot (1') (0.3 m) of the right of way line. No aboveground vent pipes shall be located in the area established as clear zone for that particular section of the highway.
 - c. In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or Village approved jointed pipe is used under the roadway. Casing may be omitted only if pipe is installed prior to highway construction and carrier pipe is continuous or mechanical joints are of a type approved by the Village. Bell and spigot type pipe shall be encased regardless of installation method.
 - d. In the case of gas pipelines of sixty (60) psig or less, encasement may be eliminated.
 - e. In the case of gas pipelines or petroleum products pipelines with installations of more than sixty (60) psig, encasement may be eliminated only if: 1) extra heavy pipe is used that precludes future maintenance or repair and 2) cathodic protection of the pipe is provided.
 - f. If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction does not disrupt the right of way.
6. Minimum Cover Of Underground Facilities: Cover shall be provided and maintained at least in the amount specified in the following table for minimum cover for the type of facility:

<u>Type Of Facility</u>	<u>Minimum Cover</u>
Electric lines	30 inches
Cable or video service lines	18 to 24 inches (as determined by Village)
Gas or petroleum products	30 inches
Water line	Sufficient cover to provide freeze protection
Sanitary sewer, storm sewer, or drainage line	Sufficient cover to provide freeze protection

B. Standards and Requirements for Particular Types of Facilities:

1. Electric Power or Communication Lines:

- a. Code Compliance: Electric power or communications facilities within Village rights of way shall be constructed, operated, and maintained in conformity with the provisions of 83 Illinois administrative code 305 (formerly general order 160 of the Illinois commerce commission) entitled "rules for construction of electric power and communication lines", and the national electrical safety code.
- b. Overhead Facilities: Overhead power or communication facilities shall use single pole construction and, where practicable, joint use of poles shall be used. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed. Variances may

be allowed if there is no feasible alternative and if guywires are equipped with guy guards for maximum visibility.

c. Underground Facilities:

- (1) Cable may be installed by trenching or plowing, provided that special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads.
 - (2) If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits. Encasement may be eliminated only if: a) the crossing is installed by the use of "moles", "whip augers", or other approved method which compress the earth to make the opening for cable installation or b) the installation is by the open trench method which is only permitted prior to roadway construction.
 - (3) Cable shall be grounded in accordance with the national electrical safety code.
2. Underground Facilities Other Than Electric Power or Communication Lines: Underground facilities other than electric power or communication lines may be installed by:
 - a. The use of "moles", "whip augers", or other approved methods which compress the earth to move the opening for the pipe;
 - b. Jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;
 - c. Open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or
 - d. Tunneling with vented encasement, but only if installation is not possible by other means.
 3. Gas Transmission, Distribution And Service: Gas pipelines within rights of way shall be constructed, maintained, and operated in a Village approved manner and in conformance with the federal code of the office of pipeline safety operations, department of transportation, part 192 _ transportation of natural and other gas by pipeline: minimum federal safety standards (49 CFR 192), IDOT's "Standard Specifications For Road And Bridge Construction", and all other applicable laws, rules, and regulations.
 4. Petroleum Products Pipelines: Petroleum products pipelines within rights of way shall conform to the applicable sections of ANSI standard code for pressure piping (liquid petroleum transportation piping systems ANSI-B 31.4).
 5. Water Mains, Sanitary Sewers, Storm Sewers, Or Drainage Lines: Water mains, sanitary sewers, storm sewers, and drainage lines within rights of way shall meet or exceed the recommendations of the current "Standard Specifications For Water And Sewer Main Construction In Illinois" and the IDOT "Standard Specifications For Road And Bridge Construction".
 6. Ground Mounted Appurtenances: Ground mounted appurtenances to overhead or underground facilities, when permitted within a right of way, shall be provided with a vegetation free area extending one foot (1') (305 mm) in width beyond the appurtenance in all directions. The vegetation free area may be provided by an extension of the mounting pad, or by heavy duty

plastic or similar material approved by the engineer. With the approval of the engineer, shrubbery surrounding the appurtenance may be used in place of vegetation free area. The housing for ground mounted appurtenances shall be painted a neutral color to blend with the surroundings.

C. Materials:

1. General Standards: The materials used in constructing facilities within rights of way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT's "Standard Specifications For Road And Bridge Construction", the requirements of the Illinois commerce commission, or the standards established by other official regulatory agencies for the appropriate industry.
2. Material Storage On Right of Way: All pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right of way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right of way maintenance or damage to the right of way and other property. If material is to be stored on right of way, prior approval must be obtained from the Village.
3. Hazardous Materials: The plans submitted by the utility to the Village shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.

D. Operational Restrictions:

1. Construction operations on rights of way may, at the discretion of the Village, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right of way or other property.
2. These restrictions may be waived by the engineer when emergency work is required to restore vital utility services.
3. The hours of construction shall be as set forth in the permit.

- E. Location of Existing Facilities: Any utility proposing to construct facilities in the Village shall contact JULIE and ascertain the presence and location of existing aboveground and underground facilities within the rights of way to be occupied by its proposed facilities. The Village will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the Village or by JULIE, a utility shall locate and physically mark its underground facilities within forty eight (48) hours, excluding weekends and holidays, in accordance with the Illinois underground facilities damage prevention act¹. (Ord. 07-52, 11-1-2007)

9-1-18: STANDARDS AND REGULATIONS FOR PERSONAL WIRELESS TELECOMMUNICATIONS FACILITIES: Personal wireless telecommunication facilities will be permitted to be placed in right-of- way within the jurisdiction of the Village as attachments to PWTF Structures subject to the following regulations:

- A. Height: No PWTF Structure shall be greater than sixty (60') feet in height, subject to the following exception(s):

a) If the Village Board of Trustees finds, based on clear and convincing evidence submitted by the applicant, that it is necessary to locate a PWTF Structure in the right-of-way at a height greater than sixty (60') feet specifically, i) to close a significant coverage or Capacity gap in the Applicant's services or ii) to otherwise provide adequate services to customers in the Village, and further, in the sole discretion of the Village, that the proposed new PWTF Structure is the least intrusive means to do so, then the PWTF Structure may be greater than sixty (60') feet but in any case no more than the one hundred twenty (120') feet in height.

b) Any tower, utility pole, monopole, Alternative Antenna Structure or Village-Owned Infrastructure existing at a height greater than sixty (60') feet at the time of enactment of this Ordinance may be permitted as a PWTF Structure.

c) In all cases, the top of the highest point of an antenna on any PWTF Structure shall not extend more than seven (7) feet above the highest point of the PWTF Structure on which it is placed.

B. Other Applicable Restrictions. No personal wireless telecommunication antenna or facility within the right-of-way will be attached to any PWTF Structure unless all of the following conditions are satisfied:

1. Surface Area of Antenna: The personal wireless telecommunication antenna, including antenna panels, whip antennas, or dish-shaped antennas, shall not have a surface area of more than seven (7) cubic feet in volume.
2. Size of Above-Ground Personal Wireless Telecommunication Facility: The total combined volume of all above-ground equipment and appurtenances comprising a personal wireless telecommunication facility, exclusive of the antenna itself, cannot exceed thirty-two (32) cubic feet.
3. Personal Wireless Telecommunication Equipment: The operator of a personal wireless telecommunication facility must, whenever possible, mount any equipment or appurtenances on any PWTF Structure so that the base of such equipment or appurtenance is at a height of no lower than eight (8) feet above grade.
4. Personal Wireless Telecommunication Services Equipment Mounted at Grade: In the event that the operator of a personal wireless telecommunication facility proposes to install a facility where equipment or appurtenances are to be installed at grade, screening must be provided to minimize the visibility of the facility. Screening must be installed at least three (3) feet from such equipment and at least eight (8) feet from any roadway and shall not otherwise obstruct or hinder visibility for vehicular traffic and/or pedestrians in the right-of-way so as to be a hazard to safety.
5. Color: A personal wireless telecommunication facility, including all related equipment and appurtenances, including ground-mounted equipment, must be a color that blends with the surroundings of the pole, structure, tower or infrastructure on which it is mounted and must use non-reflective materials which blend with the materials and colors of the surrounding area and structures. Any wiring must be covered with an appropriate cover.
6. Antenna Panel Covering: A personal wireless telecommunication antenna may include a radome cap or other antenna panel covering or shield, to the extent such covering would not result in a larger or more noticeable facility and, if proposed, such covering must be of a color that blends with the color of the pole, structure, tower or infrastructure on which it is mounted.

7. Wiring and Cabling: Wires and cables connecting the antenna to the remainder of the facility must be installed in accordance with the electrical code currently in effect. No wiring and cabling serving the facility will be allowed to interfere with any wiring or cabling installed by a cable television or video service operator, electric utility or telephone utility.
8. Grounding: The personal wireless telecommunication facility must be grounded in accordance with the requirements of the electrical code currently in effect in the Village.
9. Guy Wires: No guy or other support wires will be used in connection with a personal wireless telecommunication facility unless the facility is to be attached to an existing P[WTF Structure that incorporated guy wires prior to the date that the applicant applied for a permit.
10. Pole Extensions: Extensions to PWTF Structures utilized for the purpose of connecting a personal wireless telecommunications antenna and its related personal wireless telecommunications equipment must have a degree of strength capable of supporting the antenna and any related appurtenances and cabling and capable of withstanding wind forces and ice loads in accordance with the applicable structural integrity standards as set forth in 11 below. Such an extension must be securely bound to the PWTF Structure in accordance with applicable engineering standards for the design and attachment of such extensions.
11. Structural Integrity: The personal wireless telecommunication facility, including the antenna, pole extension and all related equipment must be designed to withstand a wind force and ice loads in accordance with applicable standards established in Chapter 25 of the National Electric Safety Code for utility poles, Rule 250-B and 250-C standards governing wind, ice, and loading forces on utility poles, in the American National Standards Institute (ANSI) in TIA/EIA Section 222-G established by the Telecommunications Industry Association (TIA) and the Electronics Industry Association (EIA) for steel wireless support structures and the applicable industry standard for other existing structures. For any facility attached to Village-Owned Infrastructure or, in the discretion of the Village, to a Tower, Utility Pole, Monopole, Or Alternative Antenna Structure, the operator of the facility must provide the Village with a structural evaluation of each specific location containing a recommendation that the proposed installation passes the standards described above. The evaluation must be prepared by a professional structural engineer licensed in the State of Illinois.

C. Number Limitation / Co-Locations. The Village shall regulate the number of personal wireless telecommunications facilities allowed on each utility pole or unit of Village-owned infrastructure, as follows:

1. No more than two (2) personal wireless telecommunications facilities will be permitted on any PWTF Structure of sixty (60) feet or less in height.
2. No more than three (3) personal wireless telecommunications facilities will be permitted on any PWTF Structure in excess of sixty (60) feet and less than one-hundred and twenty (120) feet in height.
3. This provision does not preclude or prohibit co-location of personal wireless telecommunication facilities on any PWTF Structure that meet the requirements as set forth elsewhere in this section or as required by federal law.

D. Separation and Clearance Requirements. Personal wireless telecommunication facilities may be attached to a PWTF Structure only where such tower, pole, structure or infrastructure is located no closer

than a distance equal to one hundred (100) per cent of the height of such facility to any residential building and no closer than three hundred (300) feet from any other personal wireless telecommunication facility. A separation or lesser clearance may be allowed by the Village as a variance but only when the Applicant establishes that the lesser separation or clearance is necessary to close a significant coverage or Capacity gap in the Applicant's services or to otherwise provide adequate services to customers, and the proposed antenna or facility is the least intrusive means to do so within the right-of-way.

E. Village-Owned Infrastructure. Personal wireless telecommunication facilities can be mounted to Village-owned infrastructure including, but not limited to, streetlights, traffic signal, towers or buildings only if also authorized by a written license or other agreement between the applicant and the Village.

F. Signage. Other than signs required by federal law or regulations, and identification and location markings, no signs shall be posted or installed on a personal wireless telecommunication facility.

G. Screening. If screening is required under Section (B)(4) above, it must consist of natural landscaping material or a fence subject to the approval of the Village, and must comply with all regulations of the Village. Appropriate landscaping must be located and maintained and must provide the maximum achievable screening, as determined by the Village, from view of adjoining properties and public or private streets. Notwithstanding the foregoing, no such screening is required to extend more than nine (9) feet in height. Landscape screening when permitted in the right-of-way must be provided with a clearance of three (3) feet in all directions from the facility. For a covered structure, the maximum reasonably achievable screening must be provided between such facility and the view from adjoining properties and public or private streets. In lieu of the operator installing the screening, the Village, at its sole discretion, may accept a fee from the operator of the facility for the acquisition, installation, or maintenance of landscaping material by the Village.

9-9-19: VEGETATION CONTROL:

A. Electric Utilities; Compliance with State Law and Regulations: An electric utility shall conduct all tree trimming and vegetation control activities in the right of way in accordance with applicable Illinois laws and regulations, Village ordinances, and any franchise or other agreement with the Village; and only after prior consultation with the Village administrator.

B. Other Utilities; Tree Trimming Required: Tree trimming shall not be considered a normal maintenance operation, but shall require the application for, and the issuance of, a permit, in addition to any other permit required under this Article.

1. Application for Tree Trimming Permit: Applications for tree trimming permits shall include assurance that the work will be accomplished by competent workers with supervision who are experienced in accepted tree pruning practices. Tree trimming permits shall designate an expiration date in the interest of assuring that the work will be expeditiously accomplished.

2. Damage to Trees: Poor pruning practices resulting in damaged or misshapen trees will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The Village will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or unauthorized removal of trees. The Village may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition.

C. Specimen Trees or Trees of Special Significance: The Village may require that special measures be taken to preserve specimen trees or trees of special significance. The required measures may consist of higher poles, side arm extensions, covered wire or other means.

D. Chemical Use:

1. Use Prohibited: Except as provided in the following subsection, no utility shall spray, inject or put any chemicals on or near any trees, shrubs or vegetation in the Village for any purpose, including the control of growth, insects or disease, without the prior written consent of the Village.

2. Chemical Use: Spraying of any type of brush killing chemicals will not be permitted on rights of way unless the utility demonstrates to the satisfaction of the Village Engineer that such spraying is the only practicable method of vegetation control.

9-9-20: REMOVAL, RELOCATION, OR MODIFICATIONS OF UTILITY FACILITIES

A. Notice: Within ninety (90) days following written notice from the Village, a utility shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any utility facilities within the rights of way whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any Village improvement in or upon, or the operations of the Village in or upon, the rights of way.

B. Removal of Unauthorized Facilities: Within thirty (30) days following written notice from the Village, any utility that owns, controls, or maintains any unauthorized facility or related appurtenances within the public rights of way shall, at its own expense, remove all or any part of such facilities or appurtenances from the public rights of way. A facility is unauthorized and subject to removal in the following circumstances:

1. Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;

2. If the facility was constructed or installed without the prior grant of a license or franchise, if required;

3. If the facility was constructed or installed without prior issuance of a required permit in violation of this Article; or

4. If the facility was constructed or installed at a location not permitted by the permittee's license or franchise.

C. Emergency Removal or Relocation of Facilities: The Village retains the right and privilege to cut or move any facilities located within the rights of way of the Village, as the Village may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the municipality shall attempt to notify the utility, if known, prior to cutting or removing a facility and shall notify the utility, if known, after cutting or removing a facility.

D. Abandonment of Facilities: Upon abandonment of a facility within the public rights of way of the Village, the utility shall notify the Village within ninety (90) days. Following receipt of such notice the Village may direct the utility to remove all or any portion of the facility if the Village Engineer

determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the Village does not direct the utility that abandoned the facility to remove it, by giving notice of abandonment to the Village, the abandoning utility shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person.

9-9-21: CLEANUP AND RESTORATION:

Upon completion of all construction or maintenance of facilities, the utility shall remove all excess material and restore all turf and terrain and other property within ten (10) days after any portion of the rights of way are disturbed, damaged or destroyed due to construction or maintenance by the utility, all to the satisfaction of the Village. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the Village Engineer. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, re-sodding, or any other requirement to restore the right of way to a condition substantially equivalent to that which existed prior to the commencement of the project. The time period provided in this section may be extended by the Village administrator for good cause shown.

9-9-22: MAINTENANCE AND EMERGENCY MAINTENANCE:

- A. General: Facilities on, over, above, along, upon, under, across, or within rights of way are to be maintained by or for the utility in a manner satisfactory to the Village and at the utility's expense.
- B. Emergency Maintenance Procedures: Emergencies may justify noncompliance with normal procedures for securing a permit:
 - 1. If an emergency creates a hazard on the traveled portion of any right of way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right of way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will be permitted only when no other means of access to the facility is available.
 - 2. In an emergency, the utility shall, as soon as possible, notify the Village Engineer or his or her duly authorized agent of the emergency, informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency is such as to interfere with the free movement of traffic, the Village police shall be notified immediately.
 - 3. In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.
- C. Emergency Repairs: The utility must file with the Village administrator a written description of the repairs undertaken in the right of way within forty eight (48) hours after an emergency repair.

9-9-23: VARIANCES:

- A. Authority to Grant Variances: The Village, ~~after consultation with the Village Engineer,~~ may grant a variance from any of the terms and provisions of this Article.

- B. Request for Variance: An utility applicant requesting a variance from one or more of the provisions of this Article must do so in writing as a part of the permit application. The request shall identify each provision of this Article from which a variance is requested and the reasons why a variance should be granted.
- C. Conditions for Granting of Variance: The Village may allow a variance only if the utility requesting the variance has demonstrated that:
1. Any condition specifically prescribed herein for the particular type of variance requested;
 2. One or more conditions not under the control of the utility (such as terrain features or an irregular right of way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision;
 3. All other designs, methods, materials, locations or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the applicant's plan; and.
 4. Any other reasonable standards and conditions that may or may not be expressly contained within this Article but which carry out the purposes of this Article.

9-9-24: RIGHT TO APPEAL:

Any utility aggrieved by any order, requirement, decision or determination, including denial of a variance, made by the Village under the provisions of this Article shall have the right to appeal to the Village Board, or such other board or commission as it may designate. The application for appeal shall be submitted in writing to the Village clerk within thirty (30) days after the date of such order, requirement, decision or determination. The Village Board or other board of commission shall commence its consideration of the appeal at the Board's next regularly scheduled meeting occurring at least seven (7) days after the filing of the appeal. The Village Board shall timely decide the appeal.

9-9-25: PENALTIES AND SANCTIONS:

A. Penalty:

1. Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of this Article shall be subject to fine in accordance with the penalty provisions of this Code.
2. In addition, the utility shall reimburse the Village for any costs or damages incurred by the Village:
 - a) arising out of or resulting from the utility's actions or omissions, including delay in performance, related to performance due in compliance with this Article, including any third party claims, and specifically, including reasonable attorney fees and court costs.
 - b) for installing, maintaining, modifying, relocating, or removing any facility that is the subject of its permit.
3. No administrative agency or commission may review or overrule the Village's assessment of a permit-related cost to a utility under this Section.

4. An appropriate sanction or sanctions may also be imposed by the Village or by any court of competent jurisdiction upon a utility that does not pay any such costs assessed against it in compliance with this Section.

No. 17 -

**AN ORDINANCE
AMENDING THE VILLAGE CODE REGARDING PROVIDING
WATER AND SANITARY SEWER SERVICES TO PROPERTIES
LYING BEYOND THE BOUNDARIES OF THE VILLAGE**

WHEREAS, water and/or sanitary sewer services may be extended to properties which lie beyond the boundaries of the Village only by approval of a 2/3 majority vote of the Board of Trustees, in accordance with §8-1-2(A)(2) of the Village Code; and

WHEREAS, the Village has previously adopted certain regulations governing the sale of sanitary sewer services to owners of property lying outside the boundaries of the Village; and

WHEREAS, the Village has no similar regulations governing the sale of water services to owners of property lying outside the boundaries of the Village; and

WHEREAS, the Corporate Authorities deem it necessary and advisable at this time to review and modify the regulations governing the sale of sanitary sewer services, and adding regulations governing the sale of water services, to owners of properties lying outside the boundaries of the Village.

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

Section 1. The Hampshire Municipal Code of 1985, as previously amended, shall be and hereby is further amended, to amend the regulations governing providing water service to a property located outside the village limits, in words and figures as follows:

CHAPTER 8	WATER AND SEWER
ARTICLE 1	WATER AND SEWER SYSTEMS
SECTION 8-1-6	WATER SERVICE REGULATIONS

* * *

C. Water Service Outside Village Limits:

1. Any connection to a village water supply and distribution main that may be made outside the corporate limits of the village shall be subject to the following:

- a. All water services lines, plumbing and plumbing fixtures, and any other appurtenances and appliances needed for such water service shall be in accordance with all provisions of the village plumbing code and the regulations set forth in this Chapter.
 - b. Any person requesting such connection shall pay to the village such application fees, inspection fees, user charges, and other fees specified by the village for such connection.
2. The owner of the property to be served with such water connection shall execute and deliver to the Village a written agreement specifying any and all terms and conditions for providing such service, including the usage rate and any other rates or charges to be assessed by the village and paid by the property owner in connection with the service.
 3. The rate to be charged to an owner of property to be served with such water connection shall be one and one-half times the rate charged to a resident of the Village.

Section 2. The Hampshire Municipal Code of 1985, as previously amended, shall be and hereby is further amended, to amend the regulations governing providing sewer service to a property located outside the village limits, in words and figures as follows

CHAPTER 8	WATER AND SEWER
ARTICLE 1	WATER AND SEWER SYSTEMS
SECTION 8-1-7	SEWER SERVICE AND USE REGULATIONS

* * *

C. Sanitary Sewer Service Outside Village Limits:

1. Any connection to a village sanitary sewer main that may be made outside the corporate limits of the village shall be subject to the following:
 - a. All sewer services lines, plumbing and plumbing fixtures, waste, venting, drain piping, and any other appurtenances and appliances needed for such sewer service shall be in accordance with all provisions of the village plumbing code and the regulations set forth in this Chapter.

- b. Any person requesting such connection shall pay to the village such application fees, inspection fees, user charges, and other fees specified by the village for such connection.
- 2. The owner of the property to be served with such sewer connection shall execute and deliver to the Village a written agreement specifying any and all terms and conditions for providing such service, including the usage rate and any other rates or charges to be assessed by the village and paid by the property owner in connection with the service.
- 3. The rate to be charged to an owner of property to be served with such sewer connection shall be one and one-half times the rate charged to a resident of the Village.

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

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

Section 5. This Ordinance shall be in full force and effect upon passage, approval and publication in pamphlet form as provided by law.

ADOPTED THIS _____ DAY OF _____, 2017, pursuant to roll call vote as follows:

AYES: _____
 NAYS: _____
 ABSTAIN: _____
 ABSENT: _____

APPROVED THIS _____ DAY OF _____, 2017.

 Jeffrey R. Magnussen
 Village President

ATTEST:

Linda Vasquez
Village Clerk

R F

CERTIFICATE OF PUBLICATION
(Pamphlet Form)

I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on _____, 2017, the Corporate Authorities of the Village of Hampshire passed and approved Ordinance No. 17 - _____, entitled:

**AN ORDINANCE
AMENDING THE VILLAGE CODE REGARDING PROVIDING
WATER AND SANITARY SEWER SERVICES TO PROPERTIES
LYING BEYOND THE BOUNDARIES OF THE VILLAGE**

Said Ordinance provided by its terms that it should be published in pamphlet form, in accordance with law.

The pamphlet form of Ordinance No. 17 - _____, was prepared in the office of the Village Clerk, and a copy of same was posted in the Village Hall, commencing on _____, 2017, and continuing for at least ten days thereafter.

Copies of the Ordinance were also available from and after said date for inspection by members of the public, upon request, in the Office of the Village Clerk.

This Certificate dated this _____ day of _____, 2017.

Linda Vasquez
Village Clerk

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

FOR: March 16, 2017 Village Board Meeting

RE: Refunding Bonds – SSA #14

Background. Special Service Area 14 (SSA) was formed to finance the construction of public improvements to serve the properties within Lakewood Crossing subdivision. This subdivision includes 272 detached single family homes and 268 attached duplex homes. The property owners are responsible for paying the SSA special tax from the time they take possession of the home. Unlike regular property taxes, these taxes are collected in advance so that sufficient funds are available to make principal and interest payments due on the bonds each year. The taxes are collected by the Kane County Treasurer along with taxes levied by the taxing districts and included on the property owner's real estate tax bill.

Analysis. The Village was approached by William Blair & Co about the possibility of refunding the bonds thereby saving the property owners each year through 2036, the final year of tax collection. Following the initial review and at the present time, it is believed that refunding would allow single family home owners to realize a savings of more than \$200 per year over the term of the bonds and duplex home owners to realize a savings of between \$130 and 175 each year without having to extend the life of the bonds; this savings is after the costs associated with refunding.

Recommendation. Staff requests Board approval to move forward with the opportunity and further investigate the savings that could be realized and proceed with an authorizing ordinance which would be the next step in this process.

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

FOR: March 16, 2017 Village Board Meeting

RE: Health, Dental and Vision Insurance Coverage Renewal

Background. The Village has work with Lundstrom Insurance Agency, Inc. for many years. Account Executive Adam Wright and Account Representative Tami Moore were at Village Hall on Thursday, March 9 to present the health, dental and vision insurance renewals.

Analysis. The Village offers PPO and HMO medical (including Rx) insurance plans through BlueCross BlueShield of Illinois, a PPO dental plan through MetLife and a provider network vision plan through Vision Service Plan (VSP). Overall the expected renewal increase for health coverage is expected to be 10.5% (~PPO 14.30% & ~HMO 2.85%). The dental increase will be 3% and the vision plan will decrease by 2.65%. There will be minor changes to the drug formulary for both the PPO and HMO plans (something that happens each year and something that we do not have any control over), and the HMO plan will see an increase to in network urgent care visits from \$25 to \$45 but a decrease to in network primary care office visits from \$25 to \$10. The dental benefits will remain the same and the vision plan will see an increase in materials copay from \$25 to \$30.

Recommendation. Following a meeting with the Benefit Focus Group, representing each of the Village Departments, staff recommends proceeding with renewal and requests authorization to bind coverage offered by Lundstrom Insurance through BlueCross BlueShield of Illinois (medial, Rx, and pediatric dental), MetLife (dental and orthodontia), and VSP (vision).

VILLAGE OF HAMPSHIRE

Accounts Payable

March 16, 2017

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

Total: \$157,887.05

To be paid on or before
March 21, 2017

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE	PROJECT	INVOICE AMT/ ITEM AMT
BLCR	HEALTH CARE SERVICES APRIL 2017	01 ADM	01-001-001-4031	03/13/2017		030216	03/16/2017		21,432.36
		02 PD	01-002-001-4031	EMPLOYER HEALTH INS.					1,991.51
		03 STR	01-003-001-4031	EMPLOYER HEALTH INS.					9,881.82
		04 WTR	30-001-001-4031	EMPLOYER HEALTH INS.					5,612.88
		05 SWR	31-001-001-4031	EMPLOYER HEALTH INS.					688.78
									3,257.37
							VENDOR TOTAL:		21,432.36
BP	BPGAS 49855842	01 ACCT#4990222749	01-002-003-4660	03/06/2017		030216	03/16/2017		1,058.45
				GASOLINE/OIL					1,058.45
							VENDOR TOTAL:		1,058.45
BUBR	BUCK BROTHERS, INC. 121603	01 HYDROWLIC OIL & FILTER	01-003-003-4670	03/06/2017		030216	03/16/2017		183.29
				MAINTENANCE SUPPLIES					183.29
							VENDOR TOTAL:		183.29
CAON	CALL ONE MARCH 2017	01 TRAN 1126416	01-001-002-4230	03/15/2017		030216	03/16/2017		999.96
		02 TRAN 1126417	30-001-002-4230	COMMUNICATION SERVICES					252.23
		03 TRAN 1126418	01-003-002-4230	COMMUNICATION SERVICES					82.00
		04 TRAN 1126419	31-001-002-4230	COMMUNICATIONS SERVICES					283.52
		05 TRAN 1126420	30-001-002-4230	COMMUNICATION SERVICES					82.00
		06 TRAN 1126422	01-002-002-4230	COMMUNICATION SERVICES					218.21
							VENDOR TOTAL:		999.96
COIN	COUNTRY INSURANCE MARCH 2017	01 RENEW NOTARY CAROL & LINDA	01-001-002-4430	03/14/2017		030216	03/16/2017		100.00
				DUES					100.00
							VENDOR TOTAL:		100.00
COUNSCDI	COMMUNITY UNIT SCHOOL DISTRICT MARCH 2017			03/14/2017		030216	03/16/2017		32,212.34

VENDOR #	INVOICE #	ITEM DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ITEM AMT
		01 FILTER FOR AIR COMPRESSOR		01-003-003-4680	OPERATING SUPPLIES				164.94
HAAUPA		HAMPSHIRE AUTO PARTS							
	446264	01 PUMP FOR DRUM	AB	01-003-003-4670	02/16/2017	030216	03/16/2017		408.87
		02 PUMP FOR DRUM		01-003-003-4660	MAINTENANCE SUPPLIES				198.88
					GASOLINE/OIL				209.99
	446838	01 INV#446838	AB	31-001-003-4670	02/22/2017	030216	03/16/2017		24.80
					MAINTENANCE SUPPLIES				24.80
						VENDOR TOTAL:			599.51
HACH		HACH COMPANY							
	10335174	01 INV#10335174	AB	30-001-003-4680	02/23/2017	030216	03/16/2017		142.97
					OPERATING SUPPLIES				142.97
						VENDOR TOTAL:			142.97
HAFD		HAMPSHIRE FIRE PROTECTION							
	MARCH 2017	01 MONTHLY DISBURSEMENT OF	AB	63-001-004-4800	03/14/2017	030216	03/16/2017		5,315.07
		02 TRANSITION FEES			FIRE TRAN - DIST #300				5,315.07
					** COMMENT **				
						VENDOR TOTAL:			5,315.07
HAPD		HAMPSHIRE PARK DISTRICT							
	MARCH 2017	01 MONTHLY DISTRIBUTION OF	AB	62-001-004-4800	03/14/2017	030216	03/16/2017		1,759.43
		02 TRANSITION FEES			PARK TRAN FEE - DIST #30				1,759.43
					** COMMENT **				
						VENDOR TOTAL:			1,759.43
HDSUWA		HD SUPPLY WATERWORKS LTD							
	G850144	01 INV#G850144	AB	30-001-003-4670	03/07/2017	030216	03/16/2017		1,515.00
					MAINTENANCE SUPPLIES				1,515.00
	G875104	01 INV#G875104	AB	30-001-003-4690	03/08/2017	030216	03/16/2017		1,440.00
					UNIFORMS				1,440.00
						VENDOR TOTAL:			2,955.00

VENDOR #	INVOICE #	ITEM DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
IFPCA	ILLINOIS FIRE & POLICE MARCH 2017	01 2017 MEMBERSHIP DUES	AB	01-006-002-4430	03/14/2017		030216	03/16/2017	375.00 375.00
								VENDOR TOTAL:	375.00
IPODBA	IPO/DEA CARDUNAL OFFICE SUPPLY 589687-0	01 INV#589687-0	AB	01-001-003-4650	03/08/2017	OFFICE SUPPLIES	030216	03/16/2017	186.07 186.07
								VENDOR TOTAL:	186.07
KISA	KIRKLAND SAWMILL 030717	01 SIDE BOARDS FOR INTERNATIONAL	AB	01-003-003-4680	03/13/2017	OPERATING SUPPLIES	030216	03/16/2017	55.88 55.88
								VENDOR TOTAL:	55.88
KONMIN	KONICA MINOLTA BUSINESS SOLUTI 244210217	01 INV#244210217	AB	01-001-002-4340	02/28/2017	PRINT/ADV/FORMS	030216	03/16/2017	451.44 451.44
								VENDOR TOTAL:	451.44
KOPA	KOEHLER & PASSARELLI, LLC 22057	01 INV#22057	AB	01-002-002-4370	03/02/2017	LEGAL SERVICES	030216	03/16/2017	198.00 198.00
								VENDOR TOTAL:	198.00
LACHCO	LAYNE CHRISTENSEN COMPANY REQUEST # 3	01 WELL NO.9 PAY REQUEST #3	AB	34-001-002-4370	01/30/2017	CONSTRUCTION	030216	03/16/2017	3,935.70 3,935.70
								VENDOR TOTAL:	3,935.70
LENE	LEXISNEXIS RISK SOLUTION 1581041-20170228		AB		02/28/2017		030216	03/16/2017	50.00

VENDOR # INVOICE # INV. DATE P.O.# BATCH DUE DATE INVOICE AMT/
 STATUS ACCOUNT NUMBER PROJECT ITEM AMT

 01 INV#1581041-20170228 EVIDENCE RELATED EXPENSE 50.00

VENDOR TOTAL: 50.00

MAFL MARATHON FLEET AB 02/28/2017 030216 03/16/2017 1,621.09
 48907784 01 WATER GASOLINE/OIL 183.00
 02 SEWER GASOLINE - OIL 50.00
 03 STREETS GASOLINE/OIL 63.07
 04 POLICE GASOLINE/OIL 1,325.02

VENDOR TOTAL: 1,621.09

MARSCH MARK SCHUSTER P.C. 03/08/2017 030216 03/16/2017 9,418.45
 MARCH 2017 01 100.001 MISCELLANEOUS MATTERS 2,511.65
 02 100.002 MEETINGS LEGAL SERVICES - VILLAGE 563.45
 03 100.007 PROSECUTION LEGAL SERVICES - VILLAGE 671.50
 04 100.041 POLICE DEPARTMENT LEGAL SERVICES 76.40
 05 100.139 ROBERT WIEREC SUB ROBT WIEREC SUBDIVISION 116.00
 06 100.152 S. JOHANSEN LEGAL SERVICES - VILLAGE 110.25
 07 100.164 DUI PROSECUTION LEGAL SERVICES 484.50
 08 100.170 ILLINOIS STATE TOLL ISTHA ESCROW DEPOSIT 145.00
 09 100.172 STANLEY STANLEY ESCROW DEPOSIT 95.50
 10 100.175 LOVES TRAVEL CENTER LOVES TRAVEL STOP DEPOSIT 101.50
 11 100.179 ELM STREET TOWER VERIZON - ELM ST EWST 971.50
 12 100.180 MOBILITIES MOBILITIE ESCROW DEPOSIT 1,145.50
 13 100.181 CROWN -COMPOST CROWN - COMPOST ESCROW A 687.05
 14 100.182 CROWN-10-A SALE CROWN - 10 A SALE ESCROW 257.85
 15 100.183 CROWN-WETLAND MIT CROWN - WETLAND MIT ESCR 372.45
 16 100.185 PETITION TO RE-ZONE HERRMANN STORAGE ESCROW 773.55
 17 100.186 PATEL-LIQUOR LICENSE LEGAL SERVICES - VILLAGE 334.80

VENDOR TOTAL: 9,418.45

MENA MENARDS - SYCAMORE AB 03/01/2017 030216 03/16/2017 312.25
 45514 01 WORK BENCH STREET GARAGE MAINTENANCE - BLDG. 312.25

VENDOR TOTAL: 312.25

METL METLIFE AB 03/13/2017 030216 03/16/2017 1,919.24
 APRIL 2017

VENDOR TOTAL: 1,919.24

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
MISA	P436814	01 ADM	01-001-001-4033	EMPLOYER DENTAL INS.				75.04
		02 PD	01-002-001-4033	EMPLOYER DENTAL INS.				1,073.77
		03 STR	01-003-001-4033	EMPLOYER DENTAL INS.				458.52
		04 WTR	30-001-001-4033	EMPLOYER DENTAL INS.				82.75
		05 SWR	31-001-001-4033	EMPLOYER DENTAL INS.				-229.16
				VENDOR TOTAL:				1,919.24
MISA	P436814	01 INV#P436814	30-001-003-4680	03/13/2017		030216	03/16/2017	2,411.74
				OPERATING SUPPLIES				2,411.74
MISA	P436815	01 INV#P436815	30-001-003-4680	03/13/2017		030216	03/16/2017	2,412.95
				OPERATING SUPPLIES				2,412.95
MISA	P436818	01 INV#P436818	30-001-003-4680	03/08/2017		030216	03/16/2017	2,493.99
				OPERATING SUPPLIES				2,493.99
				VENDOR TOTAL:				7,318.68
OFDE	906809644001	01 INV#906809644001	01-002-003-4650	02/17/2017		030216	03/16/2017	69.54
				OFFICE SUPPLIES				69.54
OFDE	906809778001	01 INV#906809778001	01-002-003-4650	02/17/2017		030216	03/16/2017	4.29
				OFFICE SUPPLIES				4.29
OFDE	9084070150001	01 INV#9084070150001	01-002-003-4650	02/24/2017		030216	03/16/2017	59.58
				OFFICE SUPPLIES				59.58
OFDE	908407132001	01 INV#908407132001	01-002-003-4650	02/24/2017		030216	03/16/2017	15.29
				OFFICE SUPPLIES				15.29
				VENDOR TOTAL:				148.70
O'SHEA ELECTRIC, INC	9419	01 INV#9419	01-003-002-4270	03/06/2017		030216	03/16/2017	560.00
				STREET LIGHT MAINT.				560.00
				VENDOR TOTAL:				560.00

VILLAGE OF HAMPSHIRE
OPEN INVOICES REPORT

DATE: 03/14/2017
TIME: 14:06:56
ID: AP430000.WOW

VENDOR #	INVOICE #	ITEM DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
TOHA	TOWNSHIP OF HAMPSHIRE 2015-2016	01 INV#20493	AB	01-001-002-4400	03/08/2017	030216	03/16/2017	SENIOR TRANSPORTATION	2,086.08
		02 INV#20493							2,086.08
		03 INV#20493							2,086.08
VENDOR TOTAL: 2,086.08									
TRUN	TREES UNLIMITED 7329	01 INV#7329	AB	01-003-002-4160	02/27/2017	030216	03/16/2017	MAINTENANCE-FREE REMOVAL	1,525.00
									1,525.00
VENDOR TOTAL: 1,525.00									
VSP	VISION SERVICE PLAN (IL) APRIL 2017	01 ADM	AB	01-001-001-4037	03/13/2017	030216	03/16/2017	EMPLOYER VISION INS.	238.93
		02 PD							22.46
		03 STR							127.16
		04 WTR							52.93
		05 SWR							9.98
VENDOR TOTAL: 238.93									
TOTAL --- ALL INVOICES: 157,887.05									