



Village of Hampshire  
Village Board Meeting  
Thursday December 6, 2018 – 7:00 PM  
Hampshire Village Hall – 234 S. State Street

## AGENDA

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1. Call to Order
2. Establish Quorum (Physical and Electronic)
3. Pledge of Allegiance
4. Citizen Comments
5. Approval of Minutes November 15, 2018
6. Public Hearing – Proposed property tax levy for the Village of Hampshire (including presentation by Village Finance Director)
7. Presentation prior to adoption of SSA Levies.
8. Consent Agenda:  
Ordinance 18-41 through 18-50: Levying taxes for all corporate purposes for the Village of Hampshire, Kane County, Illinois, for the fiscal year beginning May 1, 2018, and ending April 30, 2019 and for the Village of Hampshire Special Service Area Nos. 2, 3, 6,7, 8, 10, 11, 12, 15.
9. Village President's Report
  - a) Resolution approving a certain settlement agreement with Scott Johansen and Hytel Group, Inc.
  - b) Ordinance amending the Village code, Chapter Two: Police regulations, by adding a new Article XXI: Alarm Systems
  - c) Authorize release of performance and payment bond - Lakewood Crossing – CalAtlantic/Lennar
  - d) Approve Elm Street Elevated Water Storage Tank Rehabilitation -Engineer's Payment Estimate No. 3 in the amount of \$51,575.77 to Jetco, Ltd.
  - e) Approve change order No. 1 and final – Dietrich Road PRV Replacement in the amount of \$4,543.00 (addition).
  - f) Approve change order No. 2 and Final for Elm Street EWST rehabilitation on the amount of -\$18,074.75 (reduction).
  - g) Approve Insurance Coverage Renewal as presented.
  - h) Punch List: Stanley Tool –Phase 2 building addition and parking lot
10. Village Board Committee Reports
  - a) Public Safety
  - b) Fields & Trails
  - c) Village Services
  - d) Business Development Commission
  - e) Economic Development
    1. Approve contribution \$500.00 for the Mistletoe Market
  - f) Finance
    1. Accounts Payable

- g) Public Works
  - 1. Discussion & review of the following projects:
    - a. I-90 Area Wastewater Collection Planning
    - b. Connection Water Main
    - c. Capital Improvement Planning
- h) Planning/Zoning

11. New Business

12. Announcements

13. Executive Session:

14. Any items to be reported and acted upon by the Village Board after returning to open session

15. Adjournment

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

**VILLAGE OF HAMPSHIRE  
REGULAR MEETING OF THE BOARD OF TRUSTEES  
MINUTES  
November 15, 2018**

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, November 15, 2018.

Present: Toby Koth, Christine Klein, Ryan Krajecki, Janet Kraus, Erik Robinson, Michael Reid

Absent: None

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

A quorum was established.

President Magnussen led the Pledge of Allegiance.

**MINUTES**

Trustee Robinson moved to approve the minutes of November 1, 2018 with the changes on page 3.

Seconded by Trustee Kraus

Motion carried by voice vote.

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

Nays: None

Absent: None

**VILLAGE PRESIDENT REPORT**

Trustee Koth moved to approve Resolution 18-30; authorizing application for Illinois transportation program and execution of all necessary documents. This work will be done at Centennial to Panama then State to Duchess, High Street to Elm.

Seconded by Trustee Krajecki

Motion carried by roll call vote

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

Nays: None

Absent: None

Trustee Klein moved to approve Resolution 18-31; authorizing the execution of a lease agreement between the Village of Hampshire & B&T Leasing, Inc. for equipment storage space at 147 Mill Ave.

Seconded by Trustee Koth

Motion carried by roll call vote

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

Nays: None

Absent: None

Trustee Krajecki moved to approve Resolution 18-32; determining the request of \$1,017,100.00 to be levied for the 2018 (collected in 2019) Tax Year through real estate taxes for the Village of Hampshire, Kane County, Illinois.

Seconded by Trustee Klein

Motion carried by roll call vote

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

Nays: None

Absent: None

It will be published in the newspaper, and the public hearing will be on December 6.

Finance Director Lyons reported the only outstanding SSA is #15 Lakewood the reason is the ponds needed some significant work which was performed by Tress Unlimited, small pond that is around the big pond was holding water, the overflow weirs were filled with trees and other brush f=growing. Discussion - Ordinances for the Levy and Assessment of Taxes in 2018 for collection in 2019 in and for the Village of Hampshire Special Service Area Nos. 2, 3, 6,7, 8, 10, 11, 12, 15, and 23. There will be a consent agenda for the SSA's.

Trustee Kraus moved to approve Ordinance 18-40; approving a zoning amendment from O-M office Manufacturing zoning district to M-2 general industrial zoning district for certain property located in the Village (Hampshire Woods Subdivision, Lot 5) Mike Gazzola reported BEK transport group is 6 years old they are working out from Elgin on Randall Road they are excited to be in Hampshire. They will employ 20-30 people, there will be no fuel there, and up to 75 semis can park there. This project will cost them about 3 million dollars and will be completed in one phase.

Seconded by Trustee Krajecki

Motion carried by roll call vote

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

Nays: None

Absent: None

## **VILLAGE BOARD COMMITTEE REPORTS**

- a. **Planning/Zoning**- No report
- b. **Public Safety**- Trustee Koth reported the meeting for the neighborhood watch was held on November 14 at Hampshire Middle School in the evening. About 50/60 people attended plus two officers were there. They are setting up each subdivision for two people to watch the area and report any activity to the police so they are aware to see if they go into a different subdivision.
- c. **Fields & Trails** – No report
- d. **Village Services** – No report
- e. **Business Development Commission** – Trustee Krajecki reported that the board reviewed last year's activity. They brought up some people are complaining about the parking downtown, it's hard to back up. Put signs up



showing more parking at the municipality lot.

**f. Economic Development –**

Trustee Reid reported for the Mistletoe Market looking for volunteers to put up decorations, plus take down and help a few hours with Santa that Sunday December 2.

Hampshire Chamber would like to do a ribbon cutting for the sign at Rowell and Allen Road. Village President Magnussen mentioned we should wait until the electric is hooked up.

Hampshire Chamber was wondering if any more thought about being a sponsor for the Appreciation Dinner December 10, maybe around \$1,000.00? So we can invite non-members to come and join the chamber. Some of the trustees were ok some not, put some money aside in our upcoming budget so this will help the chamber. The board was all in agreement for this.

**g. Accounts Payable**

Trustee Klein moved to approve the following employees: Tony Bachara & Mark Montgomery, Accounts Payable in the sum of \$236.35.

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

Trustee Klein moved to approve the Accounts Payable in the sum of \$868,785.05 to be paid on or before November 22, 2018.

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

Trustee Klein reported that a finance committee meeting will be on November 27 at 6:30 p.m. to work on the handbook.

**h. Public Works –** Trustee Koth mentioned he is working with the school District 300 to acquire some land over at the high school for our new public works building. More information will be provided at the public works committee meeting on November 16 at 3 p.m.

**ANNOUNCEMENTS**

Village President wished everyone a Happy Safe Thanksgiving.

**ADJOURNMENT**

Trustee Klein moved to adjourn the Village Board meeting at 8:14 p.m.

Seconded by Trustee Krajecki  
Motion carried by voice vote  
Ayes: Reid, Krajecki, Koth, Kraus, Klein, and Robinson

Nays: None  
Absent: None

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Linda Vasquez Village Clerk

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## AGENDA SUPPLEMENT

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**TO:** President Magnussen and Village Board

**FROM:** Lori Lyons, Finance Director

**FOR:** December 6, 2018 Village Board Meeting

**RE:** Annual Tax Levy Ordinance of the Village of Hampshire for 2018  
(Collected in 2019)

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**Background.** The 2018 Tax Levy Ordinance is attached for your review. Each year corporate authorities for the Village of Hampshire are required to estimate the revenues required to operate the various functions of the Village. Included in the revenues are those amounts funded through the property tax. Consequently, the Village Board must estimate the amounts required for the property tax levy so that the funds generated through this revenue instrument will become available during the 2019-20 fiscal year. The Tax Levy Ordinance must be approved by the Village Board and submitted to the County by the last Tuesday in December (25<sup>th</sup>). With the last Tuesday falling on a holiday, the ordinance must be submitted to the County Clerk by December 26.

**Analysis.** The 2018 levy request is \$1,017,100, an increase of 7.5% over the prior year's extension of \$946,134. The actual levy extension will be reduced, however, after the County Clerk has applied the property tax extension limitation. In March of 2019, the County Clerk will provide the limiting tax extension and, if the Village's request has exceeded the tax extension limitation, the levy amount will be reduced accordingly. If, on the other hand, the request for the levy extension is underestimated and does not meet the limitation figure, the Village will not have the ability to levy more to make up the difference. Therefore, it is critical that the original request is considerably higher than the actual anticipated levy in order to capture all new growth in the community.

Since the tax levy request shows an increase of greater than 5% when compared to the previous extension, a public hearing is needed to meet the requirements of the Truth-in-Taxation law and will be held at the start of the meeting on the 6<sup>th</sup>. A resolution was approved by the Village Board determining the levy request on November 15<sup>th</sup> which exceeded the 20 day advance notice requirement to act upon the ordinance and the statutory requirement to public the notice of hearing was published in the Daily Herald. The Village has met the legal requirements and is free to consider and act on the Tax Levy Ordinance at this time.

**Recommendation.** Staff recommends approval of the 2018 Tax Levy Ordinance in the amount of \$1,017,100.

**No. 18 - 41**

**THE ANNUAL TAX LEVY ORDINANCE  
OF THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS  
FOR THE FISCAL YEAR BEGINNING  
MAY 1, 2018 AND ENDING APRIL 30, 2019**

WHEREAS, the Village Board of the Village of Hampshire, Kane County, Illinois did on the 19th day of April, 2018 pass the Annual Budget Ordinance for the Village for the fiscal year beginning May 1, 2018 and ending April 30, 2019, the amount of which is ascertained to be the aggregate sum of ten million, nine hundred fifty thousand, nine hundred eighty-five dollars (\$10,950,985) which said Budget Ordinance was duly published in pamphlet form on April 20, 2018 and a certified copy thereof filed with the County Clerk of Kane County, Illinois.

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

Section 1: That there be and is hereby levied upon all taxable property within the corporate limits of the Village of Hampshire, Illinois, subject to taxation for the year 2018, the sum of one million, seventeen thousand, on hundred and zero cents (\$1,017,100.00) for the following specific purposes designated in said Budget Ordinance and in the respective sums as follows:

Section 2. The Village Clerk of the Village of Hampshire, Illinois is hereby ordered and directed to file with the County Clerk of Kane County, Illinois on or before the time required by law, a properly certified copy of this ordinance.

Section 3. This Ordinance shall take effect from and after its passage, approval and publication according to law.

Section 4. This Ordinance shall be published in pamphlet form by and under the authority of the corporate authorities of the Village of Hampshire, Illinois.

ADOPTED THIS 6<sup>th</sup> DAY OF DECEMBER, 2018 pursuant to roll call vote as follows:

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

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

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

APPROVED THIS 6<sup>th</sup> DAY OF DECEMBER, 2018.

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

ATTEST:

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

Village of Hampshire  
Tax Levy 2018

		Total Budget	To be Paid From Sources other than the Tax Levy	To be Paid From the Tax Levy	Levy		
Administration	01-001-001-4000	SALARIES - FULL TIME	187,588	62,588	125,000	GENERAL COPORATE LEVY	
	01-001-001-4002	SALARIES - TRUSTEES	24,350	9,350	15,000	GENERAL COPORATE LEVY	
	01-001-001-4010	EMPLOYER FICA	11,631	1,631	10,000	SOCIAL SECURITY LEVY	
	01-001-001-4020	EMPLOYER MEDICARE	2,720	2,720	-	-	
	01-001-001-4030	EMPLOYER I.M.R.F.	7,503	2,003	5,500	IMRF LEVY	
	01-001-001-4031	EMPLOYER HEALTH INS.	36,417	36,417	-	-	
	01-001-001-4033	EMPLOYER DENTAL INS.	1,524	1,524	-	-	
	01-001-001-4035	EMPLOYER LIFE INS.	339	339	-	-	
	01-001-001-4037	EMPLOYER VISION INS.	276	276	-	-	
	01-001-001-4050	UNEMPLOYMENT COMP.	204	204	-	-	
	01-001-002-4100	MAINTENANCE - BLDG.	30,000	30,000	-	-	
	01-001-002-4120	MAINTENANCE - EQUIP.	750	750	-	-	
	01-001-002-4210	INSURANCE/RISK MANAGEMENT	51,377	9,077	42,300	LIABILITY INS LEVY	
	01-001-002-4230	COMMUNICATION SERVICES	11,000	11,000	-	-	
	01-001-002-4280	RENTAL - CARPET-WATER COOLER	750	750	-	-	
	01-001-002-4290	TRAVEL EXPENSE	1,000	1,000	-	-	
	01-001-002-4310	TRAINING	1,500	1,500	-	-	
	01-001-002-4320	POSTAGE	1,800	1,800	-	-	
	01-001-002-4340	PRINT/ADV/FORMS	8,300	8,300	-	-	
	01-001-002-4360	ENGINEERING SERVICES - VILLAGE	22,500	13,500	9,000	GENERAL CORPORATE LEVY	
	01-001-002-4361	ENGINEERING SERVICES - REIMB.	3,000	3,000	-	-	
	01-001-002-4370	LEGAL SERVICES - VILLAGE	50,000	19,400	30,600	GENERAL CORPORATE LEVY	
	01-001-002-4371	LEGAL SERVICES - REIMB.	5,000	5,000	-	-	
	01-001-002-4372	LEGAL SERVICES - LABOR	2,500	2,500	-	-	
	01-001-002-4375	AUDIT	29,000	9,000	20,000	AUDIT LEVY	
	01-001-002-4376	EMPLOYEE ASST. PROGRAM	500	500	-	-	
	01-001-002-4380	OTHER PROF.SERVICES-VILLAGE	18,000	18,000	-	-	
	01-001-002-4382	ECONOMIC DEVELOPMENT	8,000	8,000	-	-	
	01-001-002-4383	VILLAGE BEAUTIFICATION	100,000	100,000	-	-	
	01-001-002-4390	BLDG. INSP. SERVICES	110,900	110,900	-	-	
	01-001-002-4400	SENIOR TRANSPORTATION	2,200	2,200	-	-	
	01-001-002-4430	DUES	5,700	5,700	-	-	
	01-001-002-4435	MOSQUITO CONTROL	13,500	3,500	10,000	GENERAL COPORATE LEVY	
	01-001-002-4470	CODIFICATION	3,000	3,000	-	-	
	01-001-003-4650	OFFICE SUPPLIES	7,500	7,500	-	-	
	01-001-003-4670	MAINTENANCE SUPPLIES	150	150	-	-	
	01-001-003-4685	R & M COMPUTER SOFTWARE/LICS	8,000	8,000	-	-	
	01-001-004-4690	BOND REPAYMENT - INTEREST	3,063	3,063	-	-	
	01-001-004-4691	BOND REPAYMENT - PRINCIPAL	4,900	4,900	-	-	
	01-001-004-4785	SALES TAX INCENTIVE AGREEMENTS	40,000	40,000	-	-	
	01-001-004-4800	MISCELLANEOUS EXPENSE	2,000	2,000	-	-	
	01-001-004-4801	TELECOM/ UTILITY TAX REBATE	5,000	5,000	-	-	
	01-001-005-4907	STORM SIGNAL SYSTEM	7,000	7,000	-	-	
	01-001-005-4940	EQUIPMENT	500	500	-	-	
	01-001-005-4941	PARK DEVELOPMENT	8,000	8,000	-	-	
	01-001-004-4910	CONTINGENCY	5,000	5,000	-	-	
01-001-005-4906	EQUIPMENT/CAPTITAL IMPROV	16,000	16,000	-	-		
Police	01-002-001-4000	SALARIES - FULL TIME	937,115	577,115	360,000	POLICE PROTECTION LEVY	
	01-002-001-4001	SALARIES - PART TIME	61,192	26,192	35,000	GENERAL COPORATE LEVY	
	01-002-001-4005	FIELD TRAINING OFFICER	4,326	4,326	-	-	
	01-002-001-4006	OFFICER IN CHARGE	22,101	12,101	10,000	GENERAL CORPORATE LEVY	
	01-002-001-4007	COURT OVERTIME	16,635	(33,365)	50,000	GENERAL CORPORATE LEVY	
	01-002-001-4008	OVERTIME	74,120	74,120	-	-	
	01-002-001-4010	EMPLOYER S.S.	3,794	1,294	2,500	SOCIAL SECURITY LEVY	
	01-002-001-4020	EMPLOYER MEDICARE	16,337	16,337	-	-	
	01-002-001-4029	EMPLOYER PENSION CONTRIBUTION	215,000	40,000	175,000	GENERAL CORPORATE LEVY	
	01-002-001-4030	EMPLOYER I.M.R.F.	1,795	1,295	500	IMRF LEVY	
	01-002-001-4031	EMPLOYER HEALTH INS.	172,056	172,056	-	-	
	01-002-001-4033	EMPLOYER DENTAL INS.	15,629	15,629	-	-	
	01-002-001-4035	EMPLOYER LIFE INS.	2,150	2,150	-	-	
	01-002-001-4037	EMPLOYER VISION INS.	1,673	1,673	-	-	
	01-002-001-4050	UNEMPLOYMENT TAX	1,004	1,004	-	-	
	01-002-002-4100	MAINTENANCE - BLDG	1,000	1,000	-	-	
	01-002-002-4110	MAINTENANCE - VEHL.	15,000	15,000	-	-	
	01-002-002-4120	MAINTENANCE - EQUIP.	2,000	2,000	-	-	
	01-002-002-4230	COMMUNICATION SERVICES	9,500	9,500	-	-	
	01-002-002-4280	RENTALS	56,500	56,500	-	-	
	01-002-002-4285	911 SERVICES	88,551	88,551	-	-	
	01-002-002-4290	TRAVEL EXPENSE	1,000	1,000	-	-	
	01-002-002-4310	TRAINING	5,500	5,500	-	-	
	01-002-002-4320	POSTAGE	800	800	-	-	
	01-002-002-4340	PRINT/ADV/FORMS	3,500	3,500	-	-	
	01-002-002-4370	LEGAL SERVICES	9,000	9,000	-	-	
	01-002-002-4380	OTHER PROF.SERV.	12,000	12,000	-	-	
	01-002-002-4430	DUES	850	850	-	-	
	01-002-003-4650	OFFICE SUPPLIES	3,000	3,000	-	-	
	Police Continued	01-002-003-4660	GASOLINE/OIL	40,000	15,000	25,000	GENERAL CORPORATE LEVY

Village of Hampshire  
Tax Levy 2018

		Total Budget	To be Paid From Sources other than the Tax Levy	To be Paid From the Tax Levy	Levy	
	01-002-003-4670	MAINTENANCE SUPPLIES	250	250	-	--
	01-002-003-4680	OPERATING SUPPLIES	5,000	5,000	-	--
	01-002-003-4690	UNIFORMS	15,500	15,500	-	--
	01-002-005-4940	INSTALLMENT PAYMENTS	50,591	50,591	-	--
	01-002-005-4906	EQUIPMENT	10,500	10,500	-	--
	01-002-005-4907	TOW FUND PURCHASES	14,000	14,000	-	--
	01-002-005-4930	VEHICLES	73,700	73,700	-	--
	01-002-005-4931	CAPITAL OUTLAY	2,000	2,000	-	--
Street Maintenance	01-003-001-4000	SALARIES - FULL TIME	222,511	161,461	61,050	GENERAL CORPORATE LEVY
	01-003-001-4001	SALARIES - PART TIME	2,820	2,820	-	--
	01-003-001-4006	OVERTIME	30,391	30,391	-	--
	01-003-001-4010	EMPLOYER S.S.	15,793	7,643	8,150	SOCIAL SECURITY LEVY
	01-003-001-4020	EMPLOYER MEDICARE	3,363	3,363	-	--
	01-003-001-4030	EMPLOYER I.M.R.F.	10,246	2,746	7,500	IMRF LEVY
	01-003-001-4031	EMPLOYER HEALTH INS.	81,798	81,798	-	--
	01-003-001-4033	EMPLOYER DENTAL INS.	5,829	5,829	-	--
	01-003-001-4035	EMPLOYER LIFE INS.	566	566	-	--
	01-003-001-4037	EMPLOYER VISION INS.	639	639	-	--
	01-003-001-4050	UNEMPLOYMENT COMP.	515	515	-	--
	01-003-002-4100	MAINTENANCE - BLDG.	4,000	4,000	-	--
	01-003-002-4110	MAINTENANCE - VEHICLES	30,000	30,000	-	--
	01-003-002-4120	MAINTENANCE - EQUIP.	15,000	15,000	-	--
	01-003-002-4130	MAINTENANCE - STREETS	45,000	45,000	-	--
	01-003-002-4140	MAINTENANCE - SIDEWALKS	10,000	10,000	-	--
	01-003-002-4150	MAINTENANCE-GROUNDS	500	500	-	--
	01-003-002-4160	MAINTENANCE-TREE REMOVAL	25,000	25,000	-	--
	01-003-002-4190	SNOW REMOVAL	20,000	20,000	-	--
	01-003-002-4210	CONTRACT SER - TREE REPLACEMENT	7,500	7,500	-	--
	01-003-002-4230	COMMUNICATION SERVICES	2,500	2,500	-	--
	01-003-002-4260	STREET LIGHTING	40,000	40,000	-	--
	01-003-002-4270	STREET LIGHT MAINT.	20,000	20,000	-	--
	01-003-002-4280	RENTALS	2,500	2,500	-	--
	01-003-002-4310	TRAINING	1,000	1,000	-	--
	01-003-002-4340	PRINT/ADV/FORMS	750	750	-	--
	01-003-002-4380	OTHER PROFESSIONAL SERVICES	250	250	-	--
	01-003-002-4430	DUES	500	500	-	--
	01-003-003-4650	OFFICE SUPPLIES	1,500	1,500	-	--
	01-003-003-4660	GASOLINE/OIL	20,000	5,000	15,000	GENERAL CORPORATE LEVY
	01-003-003-4670	MAINTENANCE SUPPLIES	8,000	8,000	-	--
	01-003-003-4680	OPERATING SUPPLIES	15,000	15,000	-	--
	01-003-003-4690	UNIFORMS	2,500	2,500	-	--
	01-003-003-4700	STORM SEWER MAINTENANCE	10,000	10,000	-	--
	01-003-004-4790	TRAN TO DEBT SERV(U.T)	149,515	149,515	-	--
	01-003-004-4800	MISCELLANEOUS EXPENSE	750	750	-	--
	01-003-005-4940	INSTALLMENT PAYMENTS	52,558	52,558	-	--
	01-003-005-4951	CAPITAL OUTLAY	56,000	56,000	-	--
Planning	01-004-001-4000	SALARIES	1,020	1,020	-	--
	01-004-001-4010	EMPLOYER S.S.	63	63	-	--
	01-004-001-4020	EMPLOYER MEDICARE	15	15	-	--
Zoning	01-005-001-4000	SALARIES	1,020	1,020	-	--
	01-005-001-4010	EMPLOYER S.S.	68	68	-	--
	01-005-001-4020	EMPLOYER MEDICARE	15	15	-	--
	01-005-002-4380	OTHER - ZONING SIGNAGE	500	500	-	--
Police Commission	01-006-001-4000	SALARIES	900	900	-	--
	01-006-001-4010	EMPLOYER S.S.	56	56	-	--
	01-006-001-4020	EMPLOYER MEDICARE	13	13	-	--
	01-600-002-4300	TRAVEL	250	250	-	--
	01-006-002-4310	TRAINING/DUES	500	500	-	--
	01-006-002-4330	TESTING SERVICES	4,700	4,700	-	--
	01-006-003-4680	OPERATING SUPPLIES	50	50	-	--

Village of Hampshire  
Tax Levy 2018

	<u>2017/2018</u> <u>Budget</u>	<u>2018</u> <u>Levy</u>
Other fund expenditures/General Corporate Levy	2,680,321	560,650
Illinois Municipal Retirement Fund	19,544	13,500
Police Protection	937,115	360,000
Audit	29,000	20,000
Liability Insurance/Risk Management	51,377	42,300
Social Security	31,218	20,650
<b>Total General Fund</b>	<u><u>3,748,575</u></u>	<u><u>1,017,100</u></u>



## **NOTICE OF PROPOSED PROPERTY TAX LEVY FOR THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS**

- I. A public hearing to approve a proposed property tax levy for the Village of Hampshire, Illinois (the "taxing district") for 2018 will be held at 7:00 PM on December 6, 2018 at Hampshire Village Hall, 234 S. State Street, Hampshire, Illinois 60140.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Linda Vasquez, Village Clerk, Village of Hampshire, 234 S. State Street, Hampshire, Illinois 60140, 847-683-2181.

- II. The corporate and special purpose property taxes extended or abated for 2017 were \$946,134.

The proposed corporate and special purpose property taxes to be levied for 2018 are \$1,017,100. This represents a 7.5% increase of the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2017 were \$0.

The estimated property taxes to be levied for debt service and public building commission leases for 2018 are \$0.

- IV. The total property taxes extended or abated for 2017 were \$946,134.

The estimated total property taxes to be levied for 2018 are \$1,017,100. This represents a 7.5% increase over the previous year.

**CERTIFICATE OF PUBLICATION**

**Paddock Publications, Inc.**

**Fox Valley  
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Fox Valley DAILY HERALD**. That said **Fox Valley DAILY HERALD** is a secular newspaper, published in Elgin and has been circulated daily in the Village(s) of:

Aurora, Batavia, Burlington, Carpentersville, East Dundee, Elgin,  
Elburn, Geneva, Gilberts, Hampshire, Montgomery, North Aurora,  
Sleepy Hollow, Saint Charles, South Elgin, Sugar Grove, Wayne,  
West Dundee

County(ies) of Kane

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the Fox Valley DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published November 26, 2018 in said Fox Valley DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.  
DAILY HERALD NEWSPAPERS

BY *Daula Baltz*  
Designee of the Publisher and Officer of the Daily Herald

Control # 4513583

ORDINANCE NO. 18 - 42

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019, IN AND FOR VILLAGE OF HAMPSHIRE SPECIAL SERVICE AREA NO. 2

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

Section 1: Village of Hampshire Special Service Area No. 2 has been created by an ordinance entitled "An Ordinance Establishing Village of Hampshire Special Service Area No. 2," adopted May 17, 1990, no petition having been filed opposing the creation of the Special Service Area, pursuant to Chapter 120, Ill. Rev. Stat. Sec. 1309. Said Special Service Area No. 2 consists of the territory described in the ordinance described above (**Old Mill Manor**). The Village of Hampshire is now authorized to levy taxes for special services to be provided in said special service area, i.e., care and maintenance of the overland drainage system.

Section 2: The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year is Special Service Area No. 2 is ascertained to be the sum of \$4,000.00.

Section 3: The following sums shall be, and the same hereby are, levied upon the taxable property, as defined in the Revenue Act of 1939, in the Village of Hampshire, Special Service Area No. 2, said tax to be levied for the fiscal year beginning May 1, 2018, and ending April 30, 2019.

TAX LEVY

Special Service Area No. 2:

	<u>Amount Appropriated</u>	<u>Amount Levied</u>
1. Maintenance	\$2,598	\$4,000
Total Levy		\$4,000

Section 4: This tax is levied pursuant to Article VII, Sec. 6A and 6L of the Constitution of the State of Illinois and Ill. Rev. Stat. 1987, Ch. 120, Sec. 1301 et seq., and pursuant to Ordinance 90-4 establishing Village of Hampshire Special Service Area No. 2.

Section 5: There is hereby certified to the County Clerk of Kane County, Illinois, the sum aforesaid, constituting the total amount the Village of Hampshire Special Service Area No. 2 requires to be raised by taxation for the current fiscal year of said Village, and the Village Clerk

is hereby ordered and directed to file with the County Clerk of Kane County on or before the time required by law a certified copy of this ordinance.

Section 6: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 6<sup>th</sup> day of December, 2018, pursuant to roll call vote as follows:

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

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

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

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

APPROVED this 6<sup>th</sup> day of December, 2018.

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

ATTEST:

\_\_\_\_\_  
Linda R. Vasquez, Village Clerk

ORDINANCE NO. 18 - 43

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019, IN AND FOR VILLAGE OF HAMPSHIRE SPECIAL SERVICE AREA NO. 3

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

Section 1: Village of Hampshire Special Service Area No. 3 has been created by an ordinance entitled "An Ordinance Establishing Village of Hampshire Special Service Area No. 3," adopted September 19, 1991, no petition having been filed opposing the creation of the Special Service Area, pursuant to Chapter 120, Ill. Rev. Stat. Sec. 1309. Said Special Service Area No. 3 consists of the territory described in the ordinance described above (**Panama Street**). The Village of Hampshire is now authorized to levy taxes for special services to be provided in said special service area, i.e., care and maintenance of the overland drainage system.

Section 2: The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year is Special Service Area No. 3 is ascertained to be the sum of \$600.00.

Section 3: The following sums shall be, and the same hereby are, levied upon the taxable property, as defined in the Revenue Act of 1939, in the Village of Hampshire, Special Service Area No. 3, said tax to be levied for the fiscal year beginning May 1, 2018, and ending April 30, 2019.

TAX LEVY

Special Service Area No. 3:

	<u>Amount Appropriated</u>	<u>Amount Levied</u>
1. Maintenance	\$803	\$600
Total Levy		\$600

Section 4: This tax is levied pursuant to Article VII, Sec. 6A and 6L of the Constitution of the State of Illinois and Ill. Rev. Stat. 1987, Ch. 120, Sec. 1301 et seq., and pursuant to Ordinance 91-13 establishing Village of Hampshire Special Service Area No. 3.

Section 5: There is hereby certified to the County Clerk of Kane County, Illinois, the sum aforesaid, constituting the total amount the Village of Hampshire Special Service Area No. 3 requires to be raised by taxation for the current fiscal year of said Village, and the Village Clerk

is hereby ordered and directed to file with the County Clerk of Kane County on or before the time required by law a certified copy of this ordinance.

Section 6: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 6<sup>th</sup> day of December, 2018, pursuant to roll call vote as follows:

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

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

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

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

APPROVED this 6<sup>th</sup> day of December, 2018.

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

ATTEST:

\_\_\_\_\_  
Linda R. Vasquez, Village Clerk

ORDINANCE NO. 18 - 44

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019, IN AND FOR VILLAGE OF HAMPSHIRE SPECIAL SERVICE AREA NO. 6

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

Section 1: Village of Hampshire Special Service Area No. 6 has been created by an ordinance entitled "An Ordinance Establishing Village of Hampshire Special Service Area No. 6," adopted April 6, 1995, no petition having been filed opposing the creation of the Special Service Area, pursuant to Chapter 120, Ill. Rev. Stat. Sec. 1309. Said Special Service Area No. 6 consists of the territory described in the ordinance described above (**Hampshire Prairie**). The Village of Hampshire is now authorized to levy taxes for special services to be provided in said special service area, i.e., care and maintenance of the drainage system, including but not limited to the creekway of the Hampshire Creek Tributary, and detention and retention area.

Section 2: The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year is Special Service Area No. 6 is ascertained to be the sum of \$12,500.00.

Section 3: The following sums shall be, and the same hereby are, levied upon the taxable property, as defined in the Revenue Act of 1939, in the Village of Hampshire, Special Service Area No. 6, said tax to be levied for the fiscal year beginning May 1, 2018, and ending April 30, 2019.

TAX LEVY

Special Service Area No. 6:

	<u>Amount Appropriated</u>	<u>Amount Levied</u>
1. Maintenance	\$7,269	\$12,500
Total Levy		\$12,500

Section 4: This tax is levied pursuant to Article VII, Sec. 6A and 6L of the Constitution of the State of Illinois and Ill. Rev. Stat. 1987, Ch. 120, Sec. 1301 et seq., and pursuant to Ordinance 95-5 establishing Village of Hampshire Special Service Area No. 6.

Section 5: There is hereby certified to the County Clerk of Kane County, Illinois, the sum aforesaid, constituting the total amount the Village of Hampshire Special Service Area No. 6

requires to be raised by taxation for the current fiscal year of said Village, and the Village Clerk is hereby ordered and directed to file with the County Clerk of Kane County on or before the time required by law a certified copy of this ordinance.

Section 6: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 6<sup>th</sup> day of December, 2018, pursuant to roll call vote as follows:

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

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

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

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

APPROVED this 6<sup>th</sup> day of December, 2018.

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

ATTEST:

\_\_\_\_\_  
Linda R. Vasquez, Village Clerk



ORDINANCE NO. 18 - 45

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019, IN AND FOR VILLAGE OF HAMPSHIRE SPECIAL SERVICE AREA NO. 7

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

Section 1: Village of Hampshire Special Service Area No. 7 has been created by an ordinance entitled "An Ordinance Establishing Village of Hampshire Special Service Area No. 7," adopted October 7, 1996, no petition having been filed opposing the creation of the Special Service Area, pursuant to Chapter 120, Ill. Rev. Stat. Sec. 1309. Said Special Service Area No. 7 consists of the territory described in the ordinance described above (**Hampshire Hills**). The Village of Hampshire is now authorized to levy taxes for special services to be provided in said special service area, i.e., maintenance of wetlands area, drainage and detention areas, outfall storm sewer, vehicular access easement and utility easement for rear yard sanitary sewer mains.

Section 2: The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area No. 7 is ascertained to be the sum of \$1,000.

Section 3: The following sums shall be, and the same hereby are, levied upon the taxable property, as defined in the Revenue Act of 1939, in the Village of Hampshire, Special Service Area No. 7, said tax to be levied for the fiscal year beginning May 1, 2018, and ending April 30, 2019.

TAX LEVY

Special Service Area No. 7:

	<u>Amount Appropriated</u>	<u>Amount Levied</u>
1. Maintenance	\$1,612	\$1,000
Total Levy		\$1,000

Section 4: This tax is levied pursuant to Article VII, Sec. 6A and 6L of the Constitution of the State of Illinois and Ill. Rev. Stat. 1987, Ch. 120, Sec. 1301 et seq., and pursuant to Ordinance 96-25 establishing Village of Hampshire Special Service Area No. 7.

Section 5: There is hereby certified to the County Clerk of Kane County, Illinois, the sum aforesaid, constituting the total amount the Village of Hampshire Special Service Area No. 7 requires to be raised by taxation for the current fiscal year of said Village, and the Village Clerk is hereby ordered and directed to file with the County Clerk of Kane County on or before the time required by law a certified copy of this ordinance.

Section 6: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 6<sup>th</sup> day of December, 2018, pursuant to roll call vote as follows:

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

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

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

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

APPROVED this 6<sup>th</sup> day of December, 2018.

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

ATTEST:

\_\_\_\_\_  
Linda R. Vasquez, Village Clerk

ORDINANCE NO. 18 - 45

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019, IN AND FOR VILLAGE OF HAMPSHIRE SPECIAL SERVICE AREA NO. 8

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

Section 1: Village of Hampshire Special Service Area No. 8 has been created by an ordinance entitled "An Ordinance Establishing Village of Hampshire Special Service Area No. 8," adopted October 7, 1996, no petition having been filed opposing the creation of the Special Service Area, pursuant to Chapter 120, Ill. Rev. Stat. Sec. 1309. Said Special Service Area No. 8 consists of the territory described in the ordinance described above (**Hampshire Fields**). The Village of Hampshire is now authorized to levy taxes for special services to be provided in said special service area, i.e., maintenance of drainage and detention improvements.

Section 2: The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area No. 8 is ascertained to be the sum of \$4,500.

Section 3: The following sums shall be, and the same hereby are, levied upon the taxable property, as defined in the Revenue Act of 1939, in the Village of Hampshire, Special Service Area No. 8, said tax to be levied for the fiscal year beginning May 1, 2018, and ending April 30, 2019.

TAX LEVY

Special Service Area No. 8:

	<u>Amount Appropriated</u>	<u>Amount Levied</u>
1. Maintenance	\$2,918	\$4,500
Total Levy		\$4,500

Section 4: This tax is levied pursuant to Article VII, Sec. 6A and 6L of the Constitution of the State of Illinois and Ill. Rev. Stat. 1987, Ch. 120, Sec. 1301 et seq., and pursuant to Ordinance 96-26 establishing Village of Hampshire Special Service Area No. 8.

Section 5: There is hereby certified to the County Clerk of Kane County, Illinois, the sum aforesaid, constituting the total amount the Village of Hampshire Special Service Area No. 8 requires to be raised by taxation for the current fiscal year of said Village, and the Village Clerk

is hereby ordered and directed to file with the County Clerk of Kane County on or before the time required by law a certified copy of this ordinance.

Section 6: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 6<sup>th</sup> day of December, 2018, pursuant to roll call vote as follows:

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

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

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

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

APPROVED this 6<sup>th</sup> day of December, 2018.

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

ATTEST:

\_\_\_\_\_  
Linda R. Vasquez, Village Clerk

ORDINANCE NO. 18 - 47

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019, IN AND FOR VILLAGE OF HAMPSHIRE SPECIAL SERVICE AREA NO. 10

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

Section 1: Village of Hampshire Special Service Area No. 10 has been created by an ordinance entitled "An Ordinance Establishing Village of Hampshire Special Service Area No. 10," adopted October 2, 1997, no petition having been filed opposing the creation of the Special Service Area, pursuant to Chapter 120, Ill. Rev. Stat. Sec. 1309. Said Special Service Area No. 10 consists of the territory described in the ordinance described above (**White Oak Ponds**). The Village of Hampshire is now authorized to levy taxes for special services to be provided in said special service area, i.e., maintenance of the stormwater detention/retention area or areas created for stormwater management.

Section 2: The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area No. 10 is ascertained to be the sum of \$3,300.

Section 3: The following sums shall be, and the same hereby are, levied upon the taxable property, as defined in the Revenue Act of 1939, in the Village of Hampshire, Special Service Area No. 10, said tax to be levied for the fiscal year beginning May 1, 2018, and ending April 30, 2019.

TAX LEVY

Special Service Area No. 10:

	<u>Amount Appropriated</u>	<u>Amount Levied</u>
1. Maintenance	\$10,594	\$3,300
Total Levy		\$3,300

Section 4: This tax is levied pursuant to Article VII, Sec. 6A and 6L of the Constitution of the State of Illinois and Ill. Rev. Stat. 1987, Ch. 120, Sec. 1301 et seq., and pursuant to Ordinance 97-33 establishing Village of Hampshire Special Service Area No. 10.

Section 5: There is hereby certified to the County Clerk of Kane County, Illinois, the sum aforesaid, constituting the total amount the Village of Hampshire Special Service Area No. 10

requires to be raised by taxation for the current fiscal year of said Village, and the Village Clerk is hereby ordered and directed to file with the County Clerk of Kane County on or before the time required by law a certified copy of this ordinance.

Section 6: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 6<sup>th</sup> day of December, 2018, pursuant to roll call vote as follows:

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

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

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

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

APPROVED this 6<sup>th</sup> day of December, 2018.

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

ATTEST:

\_\_\_\_\_  
Linda R. Vasquez, Village Clerk

ORDINANCE NO. 18-48

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019, IN AND FOR VILLAGE OF HAMPSHIRE SPECIAL SERVICE AREA NO. 11

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

Section 1: Village of Hampshire Special Service Area No. 11 has been created by an ordinance entitled "An Ordinance Establishing Village of Hampshire Special Service Area No. 11," adopted September 2, 2004, no petition having been filed opposing the creation of the Special Service Area, pursuant to Chapter 120, Ill. Rev. Stat. Sec. 1309. Said Special Service Area No. 11 consists of the territory described in the ordinance described above (**Hampshire Highlands**). The Village of Hampshire is now authorized to levy taxes for special services to be provided in said special service area, i.e., maintenance of the stormwater management and landscape easements in Hampshire Highlands Subdivision.

Section 2: The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area No. 11 is ascertained to be the sum of \$18,500.00.

Section 3: The following sums shall be, and the same hereby are, levied upon the taxable property, as defined in the Revenue Act of 1939, in the Village of Hampshire, Special Service Area No. 11, said tax to be levied for the fiscal year beginning May 1, 2018, and ending April 30, 2019.

TAX LEVY

Special Service Area No. 11:

	<u>Amount Appropriated</u>	<u>Amount Levied</u>
1. Maintenance	\$11,064	\$18,500
Total Levy		\$18,500

Section 4: This tax is levied pursuant to Article VII, Sec. 6A and 6L of the Constitution of the State of Illinois and Ill. Rev. Stat. 1987, Ch. 120, Sec. 1301 et seq., and pursuant to Ordinance 03-33 establishing Village of Hampshire Special Service Area No. 11.

Section 5: There is hereby certified to the County Clerk of Kane County, Illinois, the sum aforesaid, constituting the total amount the Village of Hampshire Special Service Area No. 11

requires to be raised by taxation for the current fiscal year of said Village, and the Village Clerk is hereby ordered and directed to file with the County Clerk of Kane County on or before the time required by law a certified copy of this ordinance.

Section 6: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 6<sup>th</sup> day of December, 2018, pursuant to roll call vote as follows:

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

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

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

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

APPROVED this 6<sup>th</sup> day of December, 2018.

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

ATTEST:

\_\_\_\_\_  
Linda R. Vasquez, Village Clerk



ORDINANCE NO. 18 - 49

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019, IN AND FOR VILLAGE OF HAMPSHIRE SPECIAL SERVICE AREA NO. 12

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

Section 1: Village of Hampshire Special Service Area No. 12 has been created by an ordinance entitled "An Ordinance Establishing Village of Hampshire Special Service Area No. 12," adopted September 2, 2004, no petition having been filed opposing the creation of the Special Service Area, pursuant to Chapter 120, Ill. Rev. Stat. Sec. 1309. Said Special Service Area No. 12 consists of the territory described in the ordinance described above (**Hampshire Meadows**). The Village of Hampshire is now authorized to levy taxes for special services to be provided in said special service area, i.e., maintenance of stormwater management and landscape easements in the Hampshire Meadows Subdivision.

Section 2: The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area No. 12 is ascertained to be the sum of \$7,250.

Section 3: The following sums shall be, and the same hereby are, levied upon the taxable property, as defined in the Revenue Act of 1939, in the Village of Hampshire, Special Service Area No. 12, said tax to be levied for the fiscal year beginning May 1, 2018, and ending April 30, 2019.

TAX LEVY

Special Service Area No. 12:

	<u>Amount Appropriated</u>	<u>Amount Levied</u>
1. Maintenance	\$5,496	\$7,250
Total Levy		\$7,250

Section 4: This tax is levied pursuant to Article VII, Sec. 6A and 6L of the Constitution of the State of Illinois and Ill. Rev. Stat. 1987, Ch. 120, Sec. 1301 et seq., and pursuant to Ordinance 03-33 establishing Village of Hampshire Special Service Area No. 12.

Section 5: There is hereby certified to the County Clerk of Kane County, Illinois, the sum aforesaid, constituting the total amount the Village of Hampshire Special Service Area No. 12

requires to be raised by taxation for the current fiscal year of said Village, and the Village Clerk is hereby ordered and directed to file with the County Clerk of Kane County on or before the time required by law a certified copy of this ordinance.

Section 6: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 6<sup>th</sup> day of December, 2018, pursuant to roll call vote as follows:

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

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

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

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

APPROVED this 6<sup>th</sup> day of December, 2018.

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

ATTEST:

\_\_\_\_\_  
Linda R. Vasquez, Village Clerk

ORDINANCE NO. 18-50

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019, IN AND FOR VILLAGE OF HAMPSHIRE SPECIAL SERVICE AREA NO. 15

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

Section 1: Village of Hampshire Special Service Area No. 15 has been created by ordinance 06-10 entitled "An Ordinance Establishing Village of Hampshire Special Service Area No. 12," adopted April 20, 2006, no petition having been filed opposing the creation of the Special Service Area, pursuant to 35 ILCS 200/27-5 et seq. Said Special Service Area No. 15 consists of the territory described in the ordinance described above (**Lakewood Crossing Subdivision**). The Village of Hampshire is now authorized to levy taxes for special services to be provided in said special service area, i.e., maintenance of stormwater management and landscape easements in Lakewood Crossing Subdivision.

Section 2: The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area No. 15 is ascertained to be the sum of \$12,500.00.

Section 3: The following sums shall be, and the same hereby are, levied upon the taxable property, as defined in the Revenue Act of 1939, in the Village of Hampshire, Special Service Area No. 15, said tax to be levied for the fiscal year beginning May 1, 2018, and ending April 30, 2019.

TAX LEVY

Special Service Area No. 15:

	<u>Amount Appropriated</u>	<u>Amount Levied</u>
1. Maintenance	\$0	\$12,500
Total Levy		\$12,500

Section 4: This tax is levied pursuant to Article VII, Sec. 6A and 6L of the Constitution of the State of Illinois; the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., and pursuant to Ordinance 06-10 establishing Village of Hampshire Special Service Area No. 15.

Section 5: There is hereby certified to the County Clerk of Kane County, Illinois, the sum aforesaid, constituting the total amount the Village of Hampshire Special Service Area No. 15

requires to be raised by taxation for the current fiscal year of said Village, and the Village Clerk is hereby ordered and directed to file with the County Clerk of Kane County on or before the time required by law a certified copy of this ordinance.

Section 6: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 6<sup>th</sup> day of December, 2018, pursuant to roll call vote as follows:

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

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

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

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

APPROVED this 6<sup>th</sup> day of December, 2018.

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

ATTEST:

\_\_\_\_\_  
Linda R. Vasquez, Village Clerk

No. 18 -

**A RESOLUTION  
APPROVING A CERTAIN SETTLEMENT AGREEMENT  
WITH SCOTT JOHANSEN AND HYTEL GROUP, INC.**

WHEREAS, there is certain litigation pending in the Federal District Court for the Northern District of Illinois (Eastern Division) under the style Johansen v. Village of Hampshire, et al., Case No. No. 14-4994, relating to investigation by the Village Police Department of certain allegations made against him by his landlord in regard to the property occupied by Hytel Group, Inc. at 290 Industrial Drive in the Village; and

WHEREAS, the Village through its insurer and its representatives has undertaken discussions and negotiations concerning settlement of the dispute described in said litigation, and the parties have prepared a written Settlement and Mutual Release Agreement for approval and signature to fully resolve the matter; and

WHEREAS, the proposed settlement includes the release of a judgment previously obtained by the Village on August 13, 2012, including attorneys' fees added thereto by order entered on August 23, 2012, against Hytel Group, Inc. and Scott Johansen in the matter of Village v. Hytel Group, No. 11 L 559 filed in the Circuit Court of Kane County, Illinois, and evidenced by a Memorandum of Judgment recorded in the Office of the Kane County Recorder on September 24, 2012 as Doc. No. 2012K064671; and

WHEREAS, the Corporate Authorities find that the Settlement Agreement and Mutual Release negotiated by its insurer sets forth an acceptable resolution of the pending dispute.

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

1. The Settlement Agreement and Mutual Release, by and among Scott Johansen and the Village of Hampshire, for itself, and for its Police Department, and Officers Haydysch, Neblock and Ferguson, in words and figures as set forth on the attached Exhibit A, shall be and hereby is approved.

2. The Release and Satisfaction of Judgment referenced in said Settlement Agreement and Mutual Release, and attached hereto as Exhibit B, shall be and hereby is approved.

3. The Village President is authorized to execute, and the Village Clerk to attest, the Release and Satisfaction of Judgment, and to deliver same to Scott Johansen upon receipt by the Village Clerk of an original of the written Settlement

Agreement and Mutual Release duly executed by Johansen for himself and for Hytel Group, Inc.

4. The Village Attorney may approve minor modifications or corrections to the form of the Settlement Agreement and Mutual Release, if any, as may be deemed necessary and advisable among the various signing parties.

5. Upon conclusion of the settlement and dismissal of the litigation, the Village Finance Director shall promptly record in the Village records the release of the judgment described above and based on the indebtedness and obligations associated with the loan agreement and promissory note signed by Hytel Group, Inc. and dated August 28, 2003, together with the personal guarantee of Scott Johansen in relation to same.

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

ADOPTED this \_\_\_\_\_ day of December, 2018.

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

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

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

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

APPROVED this \_\_\_\_\_ day of December, 2018.

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

ATTEST:

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

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

SCOTT JOHANSEN AND HYTEL GROUP,	)	
	)	
Plaintiffs,	)	
	)	No. 14 cv 4994
v.	)	
	)	Honorable Joan H. Lefkow
OFFICER HAYDYSCH, OFFICER	)	
NEBLOCK, SGT. FERGUSON, AND	)	Magistrate Judge Mason
VILLAGE OF HAMPSHIRE,	)	
	)	
Defendants.	)	
	)	

**RELEASE AND SETTLEMENT AGREEMENT**

Plaintiff, Scott Johansen, by his attorney, Christopher W. Graul, and Defendants, Officer Haydysch, Officer Neblock, Sgt. Ferguson, and the Village of Hampshire, by their attorney, Brian P. Gainer, of Johnson & Bell, Ltd., herein stipulate and agree to the following:

1. This action has been asserted by Plaintiffs, Scott Johansen and Hytel Group, against Defendants, Officer Haydysch, Officer Neblock, Sgt. Ferguson, and the Village of Hampshire. Plaintiff HYTEL GROUP has voluntarily dismissed itself as a Party-Plaintiff. Plaintiff Johansen was the President and sole shareholder of HYTEL GROUP, Inc., (“HYTEL”) which corporation is dissolved as of January 10, 2014, but which joins in this settlement agreement under the survival provisions of the Business Corporation Act of 1983, 805 ILCS 5/12.80. Plaintiff JOHANSEN and HYTEL make certain allegations in his complaint, and their claims (the “Claims”) are more fully described in the pleadings and other documents currently on file in 14 cv 4994, *Scott Johansen and Hytel Group v. Village of Hampshire, et al.*, currently pending in the United States District Court for the Northern District of Illinois before Judge Joan H. Lefkow (the “Litigation”). The Plaintiffs and the Defendants described in this Paragraph are sometimes referred to herein collectively as the “Parties,” and each, as a “Party.”

2. Defendants, Officer Haydysch, Officer Neblock, Sgt. Ferguson, and the Village of Hampshire, by their answer to the complaint, deny each and every allegation of wrongdoing as stated in Plaintiffs' complaint, and, further, deny liability. Nothing in this Release and Settlement Agreement (the "Agreement") shall be construed as an admission by any Party of the invalidity of the Claims, or of any liability of any kind to any other Party.

3. The Parties desire to settle and compromise the Claims and all disputes identified by the Litigation, and any and all claims and defenses which they have asserted or which could be asserted against one another in the Litigation and/or relating to the Village, the Village Police Department, Officer Haydysch, Officer Neblock, Sergeant Ferguson, relating in any way to Johansen and/or Hytel Group, Inc., or either of them, and/or the property at 290 Industrial Drive in the Village of Hampshire, Illinois.

4. The Parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of any defendant and/or the Village of Hampshire's future, current or former officers, agents, employees, representatives or attorneys, and shall not serve as evidence of any wrongdoing by or on the part of any defendant and/or the Village of Hampshire's future, current or former officers, agents, employees, representatives or attorneys. The Parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of litigation and the expense in time and money of further litigation and for the purpose of judicial economy.

5. In consideration of the hereinafter indicated settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Plaintiff, Scott Johansen, for himself, and Hytel Group, for itself, respectively, each agree to release and forever discharge all of their current, future, and potential federal and state law claims that have arisen, could have arisen, or will later arise, from the incidents referred to and described in the Plaintiffs' Complaint in the pending litigation identified above, which have been or could have been raised in said litigation, and any claims, demands, debts, liabilities,



damages, actions or causes of action, legal, equitable, common law, statutory or otherwise, in any way related to or arising out of any acts or omissions by, or authorized by, the Village of Hampshire, its officers, employees, agents, representatives, and attorneys, or any of them, including but not limited to the Village, the Village Police Department, Officer Haydysch, Officer Neblock, Sgt. Ferguson, relating in any way to Johansen and/or Hytel Group, Inc. or either of them, and/or the property at 290 Industrial Drive in the Village of Hampshire, with each Party bearing its own costs and attorneys' fees. Plaintiffs also agree to enter a final order in the litigation dismissing with prejudice all of their claims, known or unknown, against the Village of Hampshire, Officer Haydysch, Officer Neblock, and Sgt. Ferguson, with each Party bearing its own costs and attorneys' fees.

6. In exchange for a full and final release of any and all claims against the Defendants, Plaintiff Scott Johansen and Hytel Group accept a settlement from Defendants in the total amount of SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00), with each Party bearing its own costs and attorneys' fees. In addition to such payment, the Village of Hampshire agrees to relinquish the judgment it has against HYTEL and JOHANSEN, as recorded in the Circuit Court of Kane County, Illinois under case number 11 L 559. A separate release and satisfaction of judgment will be executed by the Village and delivered to JOHANSEN and HYTEL in the form of the attached Exhibit "A," and is hereby incorporated into this agreement by reference. This release and satisfaction shall resolve the judgement amount of \$194,854.74, entered 8/13/2012, the judgment amount of \$7,310.80 entered August 23, 2012, and all statutory interest accumulated from the dates of entry, which totals \$103,037.96. The total amount of the judgments being resolved is \$305,203.50. The settlement draft will be made payable to SCOTT JOHANSEN, individually, in his dual capacity and as sole shareholder of HYTEL, the dissolved corporation.

7. The Village agrees to pay the total settlement amount, as specified in paragraph 6 herein, within thirty (30) days of a fully executed settlement agreement and a fully executed satisfaction of

judgment. The settlement draft will be made payable in the manner described in paragraph 6 above.

Plaintiff JOHANSEN and HYTEL warrant that the attorneys' lien previously held by Scott Kamin and adjudicated by this Court has been fully paid and satisfied. Plaintiff JOHANSEN and HYTEL warrant that they are not aware of any other liens, held by any other party, that in any way impact of effect this settlement.

8. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Plaintiff JOHANSEN, and HYTEL, and each of them, agree to indemnify and hold harmless the Village of Hampshire, and its future, current, or former officers, and/or agents, including the Illinois Municipal League Risk Management Association and Canon Cochran Management Services, Inc., and employees including, but not limited to, the individual Defendants, Officer Haydysch, Officer Neblock, Sgt. Ferguson, from any claims from any claims, losses, damages or expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by Plaintiffs under this settlement entered pursuant to this Release and Settlement Agreement.

9. Plaintiff JOHANSEN, upon advice of counsel, and HYTEL, and each of them, understand and agree that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, they do hereby release and forever discharge on behalf of themselves and their heirs, executors, administrators and assigns, all claims they had or have against the individual Defendants, Officer Haydysch, Officer Neblock, Sgt. Ferguson, and the Village of Hampshire, and its future, current or former officers, agents, employees, representatives and attorneys, including but not limited to all claims they had or have, or may have in the future, under local, state, or federal law, arising directly or indirectly out of the incident which was the basis of this litigation, and any and all other claims as stated in paragraph 5 above, and that such release and discharge are also applicable to any and all unnamed and/or unserved Village officers, employees, agents, or other contractors of any kind.

10. This Release and Settlement Agreement, together with any documents that may be executed under paragraph 13 herein, constitutes the entire agreement between and among the Parties with regard to the settlement of this action, and shall be binding upon and inure to the benefit of the Parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

11. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a Party merely because that party is or was the principal drafter.

12. In entering into this Release and Settlement Agreement, Plaintiff JOHANSEN and HYTEL and each of them, represent that he / it has relied upon the advice of his /its attorneys who are the attorneys of their own choice, and that the terms of this Release and Settlement Agreement have been interpreted, completely read and explained to him by his/its attorneys, and that those terms are fully understood and voluntarily accepted by Plaintiff JOHANSEN and HYTEL. Plaintiff JOHANSEN and HYTEL also represent and warrant that no other person or entity has or had any interest in the claims or causes of action referred to herein, that JOHANSEN and his attorneys for him, and JOHANSEN for HYTEL, has the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specified herein, that JOHANSEN as sole shareholder has succeeded after dissolution of the corporation to any assets of HYTEL and that he may and has been authorized to enter into this Agreement for HYTEL, and that he or it respectively has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein. Further, JOHANSEN and HYTEL expressly acknowledge and agree that Defendants and each of them are relying on these representations and warranties in executing this Settlement Agreement.

13. All Parties agree to cooperate fully and to execute a Stipulation to Dismiss and any and all supplementary documents and to take all additional actions which are consistent with and which may be

\_\_\_\_\_  
Scott Johansen, Plaintiff

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

\_\_\_\_\_  
Date of birth: \_\_\_\_\_

\*SSN: \_\_\_\_\_

\_\_\_\_\_  
HYTEL GROUP, INC.

By: \_\_\_\_\_

President and sole shareholder  
of Hytel Group, Inc. a dissolved  
Illinois corporation

\_\_\_\_\_  
Christopher W. Gaul  
150 N. Michigan Avenue  
Suite 2800  
Chicago, Illinois 60601  
Attorney No. \_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Brian P. Gainer  
Attorney for Defendants,  
Village of Hampshire, Officer Haydysch, Officer  
Neblock, and Sgt. Ferguson  
Johnson & Bell, Ltd.  
33 West Monroe, #2700  
Chicago, Illinois 60603  
(312) 984-0236  
Attorney No. 6286200  
DATE: \_\_\_\_\_

\*Providing SSN is voluntary

necessary or appropriate to give full force and effect to the basic terms and intent of this Release and  
Settlement Agreement.

**IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT  
KANE COUNTY, ILLINOIS**

Case No. 11 L 559

<p align="center"><b>VILLAGE OF HAMPSHIRE, an Illinois Municipal Corporation</b></p> <p align="center">Plaintiff/Petitioner</p>	<p align="center"><b>HYTEL GROUP, INC., SCOTT JOHANSEN and DIANE JOHANSEN</b></p> <p align="center">Defendant/Respondent</p>	<p align="center">File Stamp</p>
---	--	----------------------------------

**RELEASE AND SATISFACTION OF JUDGMENT (RSOJ)**

Village of Hampshire, the Judgment Creditor, by and through  
Mark Schuster, legal representative, having ~~received~~ <sup>fully</sup>  
settled and compromised the matter,  
~~full satisfaction and payment~~, releases the judgment entered on August 13, 2012, against defendant,  
Hytel Group Inc. and Scott Johansen, for 202,165.54, and costs.

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

\_\_\_\_\_  
Attorney for Plaintiff

**ORDER**

This matter coming on to be heard on the Court's own motion; the Court having been presented with a signed Release and Satisfaction of Judgment; the Court having jurisdiction in the above entitled matter:

**IT IS HEREBY ORDERED** that in accordance with section 12-183 (h) of the Code of Civil Procedures, the judgment entered as above set forth is hereby vacated and held for naught.

**IT IS FURTHER ORDERED** that the above entitled matter be and the same is hereby dismissed.

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

\_\_\_\_\_  
Judge

No. 18 -

**AN ORDINANCE  
AMENDING THE VILLAGE CODE, CHAPTER TWO: POLICE  
REGULATIONS, BY ADDING A NEW ARTICLE XXI: ALARM SYSTEMS**

WHEREAS, some property owners in the Village have installed alarms for burglary, fire, robbery or medical situations, which they desire be utilized in part to contact the Village Police Department for prompt response; and

WHEREAS, some such alarms also emit an audible sound on the interior and/or exterior of the premises; and

WHEREAS, the Village's Police Department desires to establish a system of regulations governing the use of such alarms to foster a good working system; and

WHEREAS, the Corporate Authorities deem it necessary and advisable to adopt certain regulations governing the installation and operation of such alarm systems in 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 by adding new provisions governing alarm systems in the Village, Chapter 2: Police Regulations, Article XXI: Alarm Systems, in words and figures as follows:

CHAPTER 2            POLICE REGULATIONS  
ARTICLE XXI        ALARM SYSTEMS

See Attached Text of Regulations

Section 2. 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 3. 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 4. This Ordinance shall be in full force and effect upon passage, approval, and publication in pamphlet form, as provided by law.

ADOPTED THIS 6<sup>th</sup> DAY OF DECEMBER, 2018, pursuant to roll call vote as follows:

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

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

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

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

APPROVED THIS 6<sup>th</sup> DAY OF DECEMBER, 2018.

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

ATTEST:

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

## CERTIFICATE

The undersigned hereby certifies:

1. I am the Village Clerk for the Village of Hampshire, Kane County, Illinois.
2. On \_\_\_\_\_, 2018, the Corporate Authorities of the Village enacted this Ordinance No. 18 - \_\_\_\_\_, which provided by its terms that it shall be published in pamphlet form.
3. The pamphlet form of this Ordinance was duly prepared by me, and a copy of said Ordinance was thereafter posted in the Village Hall at 234 South State Street in the Village, commencing on December \_\_\_\_, 2018 and continuing thereafter for at least the next following ten (10) days.
4. A copy of this Ordinance was also available for public inspection, after the date of its enactment, and upon request, at the Office of the Village Clerk.

---

Linda Vasquez  
Village Clerk



**Village of Hampshire  
Alarm System Regulations**

**2-21-1: Purpose.** The purpose of these regulations is to ensure that citizens residing in the Village of Hampshire register their alarm systems and take necessary measures to prevent false alarms. False alarms are a public nuisance prejudicial to the general health, safety, and welfare of the public. These regulations are intended to reduce the number of responses by the Hampshire Police Department to false alarms and thereby to reduce exposure of its police officers and the public to the dangers associated with emergency responses and waste of the resources of the Hampshire Police Department.

**2-21-2: Definitions**

**Alarm Administrator:** A person or persons designated by the Chief, or his designee, to administer, control and review False Alarm reduction efforts and administer the provisions of these regulations.

**Alarm Company:** Any person subject to licensing requirements or a company engaged in selling, leasing, installing, servicing, or monitoring alarm systems. This person shall be licensed and in compliance with State, County, and City laws.

**Alarm Permit Application:** An application for authorization or consent by the Hampshire Police Department for the installation of an Alarm System.

**Alarm Signal:** A detectable signal, audible or visual, generated by an Alarm System to which the Police Department is requested or notified to respond.

**Alarm System:** Any signal device or assembly of equipment designed to signal the occurrence of an illegal or unauthorized entry or other activity requiring immediate attention to which the Police Department is requested to respond.

**Alarm User:** Any person, corporation, partnership, proprietorship, governmental, or educational entity or any other entity owning, leasing, or operating an Alarm System, or on whose premises an Alarm System is maintained for the protection of such premises.

**Audible Alarms:** An Alarm System or device that generates an audible sound.

**Automatic Dial Protection Device:** An automatic dialing device or an automatic telephone dialing Alarm System, including any system which, upon being activated, initiates to the Hampshire Police Department a recorded message or code indicating a need for law enforcement response.

**Cancellation:** The process when response is terminated and the Alarm Company (designated by the Alarm User) notifies the Hampshire Police Department that there is no existing situation at the alarm site requiring police response after an alarm dispatch request. If cancellation occurs prior to police arriving at the scene, this is not a False Alarm for the purpose of a fine, and no penalty will be assessed.

**False Alarm:** The activation or transmission of an alarm signal through mechanical or electronic failure, malfunction, improper installation or maintenance, or the negligence of the Alarm User, and/or

his or her employee(s) or agent(s), unless Police Department response was cancelled by the Alarm User and/or his or her Alarm Company before Police Department personnel arrive at the alarm location. An alarm is false within the meaning of this definition when, upon inspection by the Hampshire Police Department, evidence indicates that no unauthorized event or occurrence was committed or attempted in or on the premises, which would have activated a properly functioning Alarm System. Notwithstanding the foregoing, a False Alarm will not include an alarm which can reasonably be determined to have been caused or activated by unusually violent conditions of nature, nor does it include other extraordinary circumstances not reasonably subject to control by the Alarm User.

**False Alarm Notification:** An alarm request or notification for response when the responding Hampshire Police Officer finds, through inspection of the interior and/or exterior of the alarm site, no evidence of an attempted or actual unauthorized event or occurrence, and the Officer has responded.

**Permit Year:** A twelve (12) month period beginning on the first day of the calendar year (January 1).

**Police Department:** The Police Department of the Village of Hampshire.

**Runaway Alarm:** An Alarm System that produces repeated alarm signals that do not appear to be caused by separate human action. The Village of Hampshire may, in its discretion, discontinue police responses to Alarm Signals from what appears to be a Runaway Alarm.

**2-21-3: Permit Required:** No person shall install or operate an Alarm System without first obtaining an Alarm Permit for said Alarm System from the Hampshire Police Department. An Alarm User has the duty to complete an Alarm Permit Application and/or renewal from the Hampshire Police Department

A. An alarm permit shall be valid for a period of one (1) calendar year beginning January 1<sup>st</sup> and ending on December 31<sup>st</sup>.

B. An Alarm Permit Application fee of seventy-five (\$75.00) dollars is required for an initial application. No fee is required for the yearly renewal.

C. Each approved alarm shall be assigned a Permit Number, and the Alarm User shall provide the Permit Number to the Alarm Company to facilitate dispatch of Police Department personnel. The Permit Number will be issued to the Alarm User upon completion of the application process including payment of the Alarm Permit Fee.

D. Alarm Permits are not transferable. When possession of the premises at which an Alarm System is located is transferred, the person obtaining possession of the property shall file an application for an Alarm Permit within thirty (30) days of the transfer date in order to continue use of said alarm.

E. Whenever information provided on the Alarm Permit Application changes, the Alarm User shall provide correct information to the Hampshire Police Department within thirty (30) days of the change.

F. If an Alarm User has one (1) or more Alarm System (s) protecting two (2) or more separate structures, having different addresses and/or tenants, a separate Alarm Permit shall be required for

each structure and/or tenant

**2-21-4: Permit Application**

A. Each Alarm User's Alarm Permit Application shall be held on file at the Hampshire Police Department and must contain the following information:

1. Alarm User's legal name/address, and telephone number.
2. Name, address, and telephone number of the premise where the Alarm System is located.
3. Type of Alarm System at the premise location.
4. Minimum of three (3) individuals, including their addresses and telephone numbers, who can be contacted and will respond to the premises in the event of an emergency, or can reset or deactivate the Alarm System/or who could contact the Alarm User if the Alarm User is not at the protected premises.
5. Name, address, and telephone number of the person or company that installed the Alarm System.
6. The name, address, and telephone number of the person or company that is responsible for the maintenance and repair of the Alarm System, if applicable,

B. An Alarm Permit number will not be issued until the completed application is received and approval of the Permit Application has been granted by the Hampshire Police Department.

C. An application for an alarm may be denied if the applicant then has outstanding any indebtedness to the Village, including but not limited to any fee or fine due for any alarm

**2-21-5: Duties of the Alarm User:** Each Alarm User shall at all times:

A. Maintain the premises and the Alarm System in a method that will reduce or eliminate False Alarms.

B. Provide the Alarm Company the Alarm Permit Number (the number must be provided to the central dispatch and/or the communications center by the Alarm Company to ensure dispatch).

C. Respond or cause a representative to come to the Alarm System location when notified by the Hampshire Police Department.

D. Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report.

E. Obtain a new Alarm Permit Number and pay any associated fees if there is a change of ownership or occupancy at the location of the alarm.

F. Adjust the alarm mechanism or cause such mechanism to be adjusted so that an Alarm Signal audible on the exterior of the alarm site shall sound for not less than fifteen (15) minutes or for no longer than 15 minutes.

**2-21-6: Fines for False Alarms.** The Hampshire Police Department will charge; and collect fines for

False Alarms as follows: .

A. Any Alarm User who has more than one (1) False Alarm within a calendar year at a single protected location will be assessed a fine according to the following schedule:

First and/or Second False Alarm	Waived/\$0.00
Third False Alarm	\$75.00
Fourth and Each Subsequent False Alarm Thereafter	\$150.00
Alarm Permit Registration Fee	\$75.00
Failure to Register Alarm System, First Offense	\$150.00
Failure to Register Alarm System, Second Offense	\$300.00

Provided, multiple False Alarms in one calendar day may be counted as one alarm incident at the discretion of the Alarm Administrator.

B. If a False Alarm is caused by technical and/or system maintenance issues, then the False Alarm event may be waived by the Alarm Administrator upon evidentiary proof, provided by the Alarm User, that the Alarm System has been maintained and/or repaired within thirty {30} days of the date of the False Alarm event. The Alarm User will be responsible for submitting written documentation as supplied by the Alarm Company warranting and/or documenting repair within the thirty (30) day period.

C. The Hampshire Police Department will notify the Alarm User in writing, or via best method of contact, of each instance where the Police Department has recorded a False Alarm. The Alarm User will have the opportunity within thirty (30) days from the date of notification to submit a report and/or speak with the Alarm Administrator for the purpose of showing cause as to whether circumstances exist to warrant voiding the False Alarm recordation. The Alarm Administrator shall review the Alarm Users report and/or speak with the Alarm User and issue a written finding to the Alarm Users as to whether or not the False Alarm recorded will be voided.

D. No person will install, cause to be installed, maintain, or cause to be maintained any Automatic Dial Protection Device that dials any dispatch telephone line. The caller must be a natural person able to convey the nature of the call. Pre-recorded voice messages are prohibited. It is unlawful for an individual to allow an automatic alarm, automatic dialing device, or automatic alerting device which causes a dispatch telephone to be activated; and, whose purpose is to establish an open telephone line with the specific intent that a conversation between parties not actively speaking into the telephone instrument be heard by dispatch in order to directly access emergency services based on an overhead conversation or lack of conversation.

**2-21-7: Prohibited Acts**

A. It shall be unlawful to activate an Alarm System for the purpose of summoning the Police Department when no unauthorized event or occurrence dangerous to life or property has been or is being committed or attempted on the premises, or otherwise to cause a False Alarm.

B. It shall be unlawful to install, maintain, or use an Audible Alarm System, which can sound continually for more than fifteen (15) minutes.

C. It shall be unlawful to install, maintain, or use an Automatic Dial Protective Device that reports, or causes to be reported, any recorded message to the Hampshire Police Department or Dispatch.

#### **2-21-8: Enforcement of Provisions**

A. A fine may be imposed for any of the following:

1. Failure to file an Alarm Permit Application;
2. Failure to obtain an Alarm Permit prior to installation or operation of an Alarm System; or
3. Three or more False Alarms occurring within any twelve-month Permit period..

B. An alarm shall not be deemed to be a False Alarm if the Alarm User promptly provides convincing evidence to the Chief of Police of his designee that:

1. An individual activated the alarm based upon reasonable believe that an emergency, or actual, or threatened going to activity requiring immediate response existed.
2. The Alarm System was activated by lightning or electrical surge that caused physical damage the system, as evidenced by the testimony of a licensed alarm system contractor who conducted an on-site inspection and personally documented the damage to the system.
3. The alarm experienced a power outage of four (4) or more hours, causing the alarm system to activate upon restoration of power, as evidence by written documentation by their provider.
4. An Alarm Dispatch request that is canceled by the Alarm Company, prior to the arrival of an officer(s), is not considered a False Alarm.

C. If a Hampshire Police Officer responds and finds no evidence of criminal activity or medical need the alarm will be classified as a False Alarm.

D. Failure to make payment of any fines assessed under these regulations, within thirty (30) days from the date of the invoice shall result in suspension of Police Department response to alarm signals that may occur at the premises described in the Alarm User's Permit Application until payment is received.

E. Failure to register and obtain a renewal Permit may result in no Police Department response to an unregistered alarm site.

F. A written notice of suspension of Police Department response will be mailed via U.S. Certified Postal Mail to the Alarm User

G. Hampshire Police Department response will be reinstated when the Alarm User pays or otherwise resolves to the satisfaction of the Alarm Administrator any and all outstanding fines.

**2-21-9: Government Immunity.** Issuance of an Alarm Permit by the Village shall not create any contract, duty or obligation on the part of the Village to respond to any request or notification, and the governmental immunities provided under Illinois law are intended to and shall apply.



Engineering Enterprises, Inc.

November 8, 2018



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

**Re: Bond Release  
Lakewood Crossing – CalAtlantic/Lennar  
Village of Hampshire**

Mr. Magnussen:

The developer has requested a release of the two bonds on file per the attached letter.

Bond #570241 (Current Value = \$74,572.56) was on file to ensure the completion of the public improvements per the amended annexation agreement. The improvements included sidewalk, parkway trees and driveway aprons. We have conducted a site visit and note that all this work is complete.

Bond #570242 (Current Value = \$75,000.00) was on file as an insurance against any damage caused by houseline construction on adjacent streets per the amended annexation agreement. We have conducted a site visit and note that there is no substantial damage to the streets.

We support the request of the developer to release the two bonds.

If you have any questions or need additional information, please contact our office.

Very truly yours,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.  
Vice President

BPS/dm  
Enclosures

pc: Ms. Linda Vasquez, Village Clerk (via e-mail)  
Ms. Lori Lyons, Finance Director (via e-mail)  
Mr. Mark Schuster, Village Attorney (via e-mail)  
Mr. Alan Eriksson, Lennar (via e-mail)  
JAM, EEI (via e-mail)

\\Milkyway\EEI\_Storage\Docs\Public\Hampshire\2010\HA1026 Lakewood Crossing - Ryland Homes\Docs\Final Bond Release\l vofh - Bond Release.doc

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CALATLANTIC  
HOMES<sup>SM</sup>

continuing the legacies of Ryland and Standard Pacific

November 13, 2017

Bradley P. Sanderson, P.E.  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Re: Lakewood Crossing Release of Performance Bonds 570241 & 570242

Dear Mr. Sanderson,

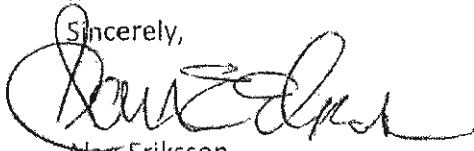
I respectfully request the Final Acceptance of the public improvements at Lakewood Crossing which includes public sidewalks, street trees, driveway aprons, landscape buffer, pavement surface, curb and gutter as all improvements are complete.

Please consider this letter is a formal request to the Village to accept the aforementioned improvements for the Lakewood Crossing and the return of Performance Bonds 570241 in the amount of \$74,572.56 and Performance Bond 570242 in the amount of \$75,000.00.

Please consider this acceptance and release of the bonds to be scheduled for the next available Village board meeting.

Thank you in advance for your assistance in this process. If you have any questions, please feel free to contact me at 224-293-3119.

Sincerely,



Alan Eriksson  
Operational Vice President  
CalAtlantic Homes / Ryland Homes  
1141 East Main Street  
East Dundee, IL 60118  
224-293-3119



SUBDIVISION BOND

Bond No. 0570241  
Premium: \$12,668.00

KNOW ALL MEN BY THESE PRESENTS, that we The Ryland Group, Inc.

as Principal, and International Fidelity Insurance Company

authorized to do business in the State of New Jersey, as Surety, are held and firmly bound unto

Village of Hampshire

as Obligee, in the penal sum of Eight Hundred Forty-Four Thousand Five Hundred Fifty-Nine and 38/100

( \$844,559.38 ) DOLLARS, lawful money of the United States of America, for the payment of which well and truly to be made,

we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Ryland Group, Inc.

has agreed to construct in Lakewood Crossing

the following improvements: Public Sidewalks and Street Trees adjacent to the Developer's single family & duplex lots (not including any lots, common areas, or public lands not included in the Property); Driveway aprons on lots on Developer's property; the landscape buffer to be created along the western boundary of the Property as depicted in the Final Development Plan for the Lakewood Crossing Subdivision

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 9th day of February, 2012

The Ryland Group, Inc.

Principal

By: [Signature] Asst VP

International Fidelity Insurance Company

By: [Signature]

Patricia Talavera, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On FEB 09 2012 before me, B. Wong, Notary Public

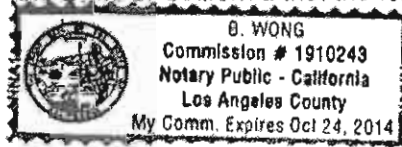
personally appeared, Patricia Talavera

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*[Handwritten Signature]*  
SIGNATURE OF NOTARY



Notary Public Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_

NUMBER OF PAGES: \_\_\_\_\_ DOCUMENT DATE: \_\_\_\_\_

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: \_\_\_\_\_

Signer's Name \_\_\_\_\_

INDIVIDUAL

INDIVIDUAL

CORPORATE OFFICER

CORPORATE OFFICER

Title(s) \_\_\_\_\_

Title(s) \_\_\_\_\_

PARTNER(S)  LIMITED  GENERAL

PARTNER(S)  LIMITED  GENERAL

ATTORNEY-IN-FACT

ATTORNEY-IN-FACT

TRUSTEE(S)

TRUSTEE(S)

GUARDIAN/CONSERVATOR

GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

OTHER: \_\_\_\_\_

Signer is representing:

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

NAME OF PERSON(S) OR ENTITY(IES)

Tel. (973) 624-7200

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

PATRICIA TALAVERA, TENZER V. CUNNINGHAM, NATALIE K. TROFIMOFF, CESAR F. JAVIER,  
JEFFREY STRASSNER, KRISTINE MENDEZ, SHANNA E. JUDSON, CHRISTINA JOHNSON

Los Angeles, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March, 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney; with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this

day of

FEB 09 2012

Assistant Secretary

**SUBDIVISION BOND**

Bond No. 0570242  
Premium: \$1,125.00

KNOW ALL MEN BY THESE PRESENTS, that we The Ryland Group, Inc.

as Principal, and International Fidelity Insurance Company

authorized to do business in the State of New Jersey, as Surety, are held and firmly bound unto

Village of Hampshire

as Obligee, in the penal sum of Seventy-Five Thousand and No/100

( \$75,000.00 ) DOLLARS, lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Ryland Group, Inc.

has agreed to construct in Lakewood Crossing

the following improvements: Repairs to the pavement surface course curb and gutter, common area sidewalks, and/or street lights in the Lakewood Crossing Subdivision for damage caused by construction activities on Property

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 9th day of February, 2012

The Ryland Group, Inc.

Principal  
By: [Signature] ASST VP

International Fidelity Insurance Company

By: [Signature]  
Patricia Talavera, Attorney-In-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On FEB 09 2012 before me, B. Wong, Notary Public

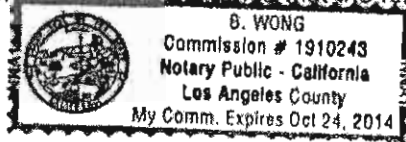
personally appeared, Patricia Talavera

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
SIGNATURE OF NOTARY



Notary Public Seal

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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**TITLE OR TYPE OF DOCUMENT:** \_\_\_\_\_

**NUMBER OF PAGES:** \_\_\_\_\_ **DOCUMENT DATE:** \_\_\_\_\_

**CAPACITY(IES) CLAIMED BY SIGNER(S)**

**Signer's Name:** \_\_\_\_\_

**Signer's Name** \_\_\_\_\_

INDIVIDUAL  
 CORPORATE OFFICER  
Title(s) \_\_\_\_\_

INDIVIDUAL  
 CORPORATE OFFICER  
Title(s) \_\_\_\_\_

PARTNER(S)  LIMITED  GENERAL

PARTNER(S)  LIMITED  GENERAL

ATTORNEY-IN-FACT

ATTORNEY-IN-FACT

TRUSTEE(S)

TRUSTEE(S)

GUARDIAN/CONSERVATOR

GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

OTHER: \_\_\_\_\_

**Signer is representing:**

NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_

**Signer is representing:**

NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

PATRICIA TALAYERA, TENZER V. CUNNINGHAM, NATALIE K. TROFIMOFF, CESAR F. JAVIER,  
JEFFREY STRASSNER, KRISTINE MENDEZ, SHANNA E. JUDSON, CHRISTINA JOHNSON

Los Angeles, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March, 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this

day of

FEB 09 2012

Assistant Secretary



Engineering Enterprises, Inc.

December 3, 2018

Mr. Jeff Magnussen (Via E-mail)  
Village President  
Village of Hampshire  
234 S. State Street  
Hampshire, IL 60140

**Re: Engineer's Payment Estimate No. 3  
Elm Street Elevated Water Storage Tank Rehabilitation  
Village of Hampshire**

Mr. Magnussen:

This is to certify that work in the amount of **\$51,575.77** for the Elm Street Elevated Water Storage Tank Rehabilitation is due to Jetco, Ltd., PO Box 908 Lake Zurich, IL 60047, in accordance with our engineer's payment estimate referenced above and attached hereto.

Also enclosed is a copy of the invoice, certified payroll, and waiver of lien submitted to us by Jetco, Ltd. If you have any questions or require additional information, please call.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Julie A. Morrison, P.E.  
Sr. Project Manager

JAM

Enclosures

pc: Ms. Lori Lyons, Village Finance Director (Via E-mail)  
Ms. Linda Vasquez, Village Clerk (Via E-mail)  
Mr. Kenneth Brend, JETCO (Via E-mail)  
BPS - EEI (Via E-mail)

\\Milkyway\EEI\_Storage\DOCS\Public\Hampshire\2011\HA1118 Elm Street EWST Re-painting\Pay Estimates\payest01.doc

PAYABLE TO: JETCO, LTD.  
 ADDRESS: P.O. BOX 908  
 LAKE ZURICH, IL 60047

ENGINEERS PAYMENT ESTIMATE NO. 3  
 ELM STREET EWST REHABILITATION  
 VILLAGE OF HAMPSHIRE

FROM: 9/30/2018 TO: 11/27/2018

ITEM NO.	ITEMS	QUANTITY	UNIT	AWARDED VALUE	ADDED QUANTITY	DEDUCTED QUANTITY	UNIT PRICE	COMPLETED QUANTITY THIS PAY PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUE
1	INTERIOR PAINTING COMPLETE (WET AREA)	1	LS	\$ 121,530.00			\$ 121,530.00		\$ -	1.00	\$ 121,530.00
2	INTERIOR PAINTING COMPLETE (DRY AREA)	1	LS	\$ 20,800.00			\$ 20,800.00	0.10	\$ 2,080.00	1.00	\$ 20,800.00
3	LETTERING AND LOGO	1	LS	\$ 3,120.00			\$ 3,120.00	1.00	\$ 3,120.00	1.00	\$ 3,120.00
4	MODIFICATIONS TO INTERIOR DRY FALL PREVENTION SYSTEM	1	LS	\$ 250.00			\$ 250.00		\$ -	1.00	\$ 250.00
5	FURNISH AND INSTALL MUD VALVE 3"	1	LS	\$ 2,600.00			\$ 2,600.00		\$ -	1.00	\$ 2,600.00
6	FURNISH AND INSTALL OVERFLOW FLAP	1	LS	\$ 2,000.00			\$ 2,000.00		\$ -	1.00	\$ 2,000.00
7	REMOVE AND REPLACE VENT SCREEN	1	LS	\$ 700.00			\$ 700.00	1.00	\$ 700.00	1.00	\$ 700.00
8	WELD REPAIR - CORROSION PITS	100	SQ. IN	\$ 4,000.00		100	\$ 40.00		\$ -	0.00	\$ -
9	PIT FILLING, APPLIED	5	GAL.	\$ 2,600.00		5	\$ 520.00		\$ -	0.00	\$ -
10	HAZARDOUS WASTE DISPOSAL	150	TON	\$ 26,250.00		63.42	\$ 175.00	66.58	\$ 15,151.50	66.58	\$ 15,151.50
11	HAZARDOUS WASTE DISPOSAL	25	TON	\$ 250.00		25	\$ 10.00		\$ -	0.00	\$ -
12	TANK DISINFECTION, SAMPLING, AND BACTERIOLOGICAL TESTING	1	LS	\$ 2,080.00		0.01	\$ 2,080.00	1.00	\$ 2,080.00	1.00	\$ 2,080.00
13	ALLOWANCE	1	LS	\$ 10,000.00			\$ 10,000.00		\$ -	0.99	\$ 9,873.75
14	ALTERNATE 1: EXTERIOR PAINTING COMPLETE, FULL BLAST WITH CONTAINMENT	1	LS	\$ 226,670.00			\$ 226,670.00	0.05	\$ 11,333.50	1.00	\$ 226,670.00
15	ALTERNATE 1A: REMOVE AND REINSTALLATION OF ROOF POD	1	LS	\$ 8,200.00		1	\$ 8,200.00		\$ -	0.00	\$ -
<b>TOTAL</b>				<b>\$ 431,050.00</b>				<b>\$ 34,465.00</b>			<b>\$ 404,775.25</b>

ALLOWANCE (PAY ITEM NO. 13)

ITEM NO.	ITEMS	QUANTITY	UNIT	VALUES
1	VILLAGE SCADA ANTENNAE RELOCATION	1	LS	\$ 3,248.75
2	KANECOMM FEES PAID FOR BY THE VILLAGE	1	LS	\$ 6,625.00
3				

MISCELLANEOUS EXTRAS AND CREDITS


ITEM NO.	ITEMS	QUANTITY	UNIT	VALUES
1	EXTRA: FABRICATION AND INSTALLATION OF HANDRAIL (C.O. #1)	1	LS	\$ 12,970.00
2	CREDIT: REMOVAL OF BONNET FROM CONTAINMENT SYSTEM (C.O. #1)	1	LS	\$ (7,000.00)
3	EXTRA: REPLACE EXISTING OBSTRUCTION LIGHT WITH LED LIGHT (C.O. #1)	1	LS	\$ 400.00

DEBITS

ITEM NO.	ITEMS	VALUES
1	PAY ESTIMATE NO. 1	\$ 165,467.72
2	PAY ESTIMATE NO. 2	\$ 153,544.50
3		

SUMMARY

TOTAL MISCELLANEOUS EXTRAS AND CREDITS	\$ 6,370.00
TOTAL COMPLETED CONSTRUCTION COSTS	\$ 411,145.25
DEDUCT RETAINAGE (5%)	\$ 20,557.26
TOTAL AMOUNT DUE TO CONTRACTOR	\$ 390,587.99
TOTAL DEBITS	\$ 339,012.22
<b>NET AMOUNT DUE</b>	<b>\$ 51,575.77</b>

PREPARED BY: 

APPROVED BY: \_\_\_\_\_

ENGINEERING ENTERPRISES, INC.  
 52 WHEELER ROAD  
 SUGAR GROVE, ILLINOIS 60554



**JETCO LTD**

PO BOX 908  
LAKE ZURICH, IL 60047-0908

**Invoice**

Date	Invoice #
12/1/2018	3174

Bill To
VILLAGE OF HAMPSHIRE 234 S. STATE ST HAMPSHIRE, IL 60140

P.O. No.	Terms	Project
	Net 30	2018 PROJECT

Quantity	Description	Rate	Amount
	IL. APPLICATION FOR PAYMENT No.3. WORK COMPLETED THIS PAY PERIOD: 94% COMPLETE.	34,465.00	34,465.00
	REDUCTION IN RETAINAGE TO 5%	17,110.77	17,110.77

-Total payment due in 30 days  
-Please include invoice number on check

**Total****\$51,575.77**

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

**TO:** Village of Hampshire  
 234 S. State Street  
 Hampshire, IL 60140

**PROJECT:**  
 Elm Street Elevated Water Storage Tank  
 Rehabilitation

**FROM:**  
 Jetco, Ltd.  
 P.O. Box 908  
 Lake Zurich, IL 60047

**VIA ENGINEER:**  
 Engineering Enterprises, Inc.  
 52 Wheeler Road  
 Sugar Grove, IL 60054

**APPLICATION NO:** 3

**PERIOD:** 8/12/2018 to 11/24/2018

**PROJECT NO(S):**  
 HA-1118

**CONTRACT DATE:** March 22, 2018

**Distribution to:**

OWNER	
ENGINEER	X
CONTRACTOR	

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 431,050.00
2. Net change by Change Orders	\$ (1,830.00)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 429,220.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 411,145.25
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 20,557.26
b. 5 % of Stored Material (Column F on G703)	\$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 20,557.26
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 390,587.99
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 339,012.22
8. CURRENT PAYMENT DUE	\$ 51,575.77
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 38,632.01

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		(\$1,830.00)
Total approved this Month	\$0.00	
<b>TOTALS</b>		(\$1,830.00)
<b>NET CHANGES by Change Order</b>		(\$1,830.00)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** JETCO, LTD.

By:  Date: 12/3/2018

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....\$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 3

Contractor's signed certification is attached.

APPLICATION DATE: 12/3/2018

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 11/24/2018

Use Column 1 on Contracts where variable retainage for line items may apply.

ENGINEER'S PROJECT NO: HA-1118

ITEM NO.	DESCRIPTION OF WORK (A)	EST. QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE (B)	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (E) C+D	% COMPLETE (F)	BALANCE TO FINISH (G)	RETAINAGE (H)
						PREVIOUS PERIODS QUANTITY	PREVIOUS PERIODS (C)	THIS PERIOD QUANTITY (D)				
1	Interior Painting Complete (Wet Area)	1	LS	\$121,530.00	\$ 121,530.00	1.00	\$121,530.00	\$0.00	\$121,530.00	100.00%	\$ -	\$6,076.50
2	Interior Painting Complete (Dry Area)	1	LS	\$ 20,800.00	\$ 20,800.00	0.90	\$18,720.00	0.10	\$20,800.00	100.00%	\$ -	\$1,040.00
3	Lettering and Logo	1	LS	\$ 3,120.00	\$ 3,120.00	1.00	\$0.00	1.00	\$3,120.00	100.00%	\$ -	\$156.00
4	Molds to Interior Dry Fall Prevention System	1	LS	\$ 250.00	\$ 250.00	1.00	\$250.00	\$0.00	\$250.00	100.00%	\$ -	\$12.50
5	Furnish and Install 3" Mud Valve	1	LS	\$ 2,600.00	\$ 2,600.00	1.00	\$2,600.00	\$0.00	\$2,600.00	100.00%	\$ -	\$130.00
6	Furnish and Install Overflow Flap	1	LS	\$ 2,000.00	\$ 2,000.00	1.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$ -	\$100.00
7	Remove and Replace Vent Screen	1	LS	\$ 700.00	\$ 700.00	1.00	\$0.00	1.00	\$700.00	100.00%	\$ -	\$35.00
8	Weld Repair - Corrosion Pits	100	SQ FT	\$ 40.00	\$ 4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 4,000.00	\$0.00
9	Pit Filling, Applied	5	GAL	\$ 520.00	\$ 2,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 2,600.00	\$0.00
10	Waste Disposal	150	TON	\$ 175.00	\$ 26,250.00	\$0.00	\$0.00	86.58	\$15,151.50	57.72%	\$ 11,098.50	\$757.58
11	Hazardous Waste Disposal	25	TON	\$ 10.00	\$ 250.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 250.00	\$0.00
12	Tank Disinfection, Sampling, Bac. Testing	1	LS	\$ 2,080.00	\$ 2,080.00	\$0.00	\$0.00	1.00	\$2,080.00	100.00%	\$ -	\$104.00
13	Allowance	1	LS	\$ 10,000.00	\$ 10,000.00	0.99	\$9,873.75	\$0.00	\$9,873.75	98.74%	\$ 126.25	\$493.69
Alt 1	Exterior Painting Complete, Full Blast w/ Containment	1	LS	\$226,670.00	\$ 226,670.00	0.95	\$215,336.50	0.05	\$11,333.50	100.00%	\$ -	\$11,333.50
Alt 1A	Remove and Reinstallation of Roof Pod	1	LS	\$ 8,200.00	\$ 8,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 8,200.00	\$0.00
C.O. #1	Miscellaneous Extras and Credits	1	LS	\$ 6,370.00	\$ 6,370.00	1.00	\$6,370.00	\$0.00	\$6,370.00	100.00%	\$ -	\$318.50
<b>GRAND TOTALS</b>					<b>\$ 437,420.00</b>		<b>\$376,680.25</b>	<b>\$34,465.00</b>	<b>\$411,145.25</b>	<b>94%</b>	<b>\$ 26,274.75</b>	<b>\$20,557.26</b>



**PARTIAL WAIVER OF LIEN**

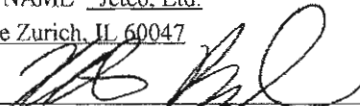
STATE OF ILLINOIS  
COUNTY OF LAKE

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by the Village of Hampshire to furnish Painting and Repairs for the premises known as Elm Street Elevated Water Storage Tank Rehabilitation of which the Village of Hampshire is the owner.

THE undersigned, for and in consideration of Fifty-One Thousand Five Hundred Seventy-Five and 77/100 (\$51,575.77) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 12/3/18 COMPANY NAME Jetco, Ltd.  
ADDRESS P.O. Box 908, Lake Zurich, IL 60047

SIGNATURE AND TITLE   
Kenneth Brend, President

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS  
COUNTY OF LAKE

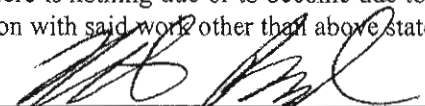
TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Kenneth Brend BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) Jetco, Ltd. WHO IS THE CONTRACTOR FURNISHING Painting and Repairs WORK ON THE BUILDING LOCATED AT 700 Elm Street, Hampshire, IL 60140 OWNED BY the Village of Hampshire. That the total amount of the contract including extras\* is \$ 429,220.00 on which he or she has received payment of \$ 339,012.22 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

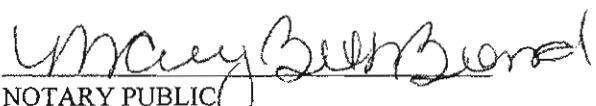
NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Jetco, Ltd. PO Box 908, Lake Zurich, IL 60047	Painting and Repairs	\$429,220.00	\$339,012.22	\$51,575.77	\$38,632.01
Thnec Company, Inc. 6800 Corporate Dr., Kansas City, MO 64120	Coatings	\$41,767.95	\$41,767.95	-0-	-0-
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$429,220.00	\$339,012.22	\$51,575.77	\$38,632.01

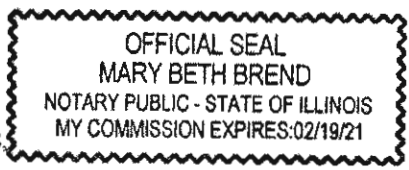
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 12/3/18

SIGNATURE: 

SUBSCRIBED AND SWORN TO BEFORE ME THIS 3rd DAY OF December, 2018.

  
NOTARY PUBLIC



(SEAL)

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

**SUPPLIER/SUBCONTRACTOR FINAL WAIVER AND RELEASE OF LIEN**

Whereas, the undersigned, Tnemec Company, Inc., has furnished to *Jetco, Ltd.*, the following: Coatings for use in construction of a project belonging to the **Village of Hampshire, Illinois** designated as,

**ELM STREET ELEVATED WATER STORAGE TANK REHABILITATION  
PROJECT NO. HA-1118**

NOW, THEREFORE, the undersigned, Tnemec Company, Inc., for and in consideration of \$28,344.25 and other good and valuable consideration, the receipt whereof is, hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished (ref.: Invoice Nos. 2347755, 2349253, and 2349575) by the undersigned to or for the account of said *Jetco, Ltd.* for said project.

Given under my(our) hand(s) and seal(s) this

3<sup>RD</sup> day of DECEMBER, 2018

Tnemec Company, Inc.  
Name of Manufacturer, Materialman, or Subcontractor

BY: M. Miller

NAME/TITLE: MATT MILLER / CREDIT ANALYST

SUBSCRIBED and sworn to before me this 3<sup>RD</sup> day of DECEMBER, 2018.

Pam Henderson  
(Notary Public)

6-25-2021  
My Commission Expires



(Seal)

**WEEKLY PAYROLL**

PAGE 1 OF 2 SHEETS

CONTRACTOR: JETCO, LTD. ADDRESS: PO BOX 938, Lake Zurich, IL 60047 PATROLL NO. 18	SUBCONTRACTOR: ADDRESS: Elm Street Water Storage Tank Rehabilitation   800 Elm Street, Hampshire, IL 60140	FOR WEEKENDING: 10/25/2018	PROJECT AND LOCATION: Elm Street Water Storage Tank Rehabilitation   800 Elm Street, Hampshire, IL 60140
PROJECT OR CONTRACT NO. 14-0425			WAGE DECISION NO.

NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	WORK CLASSIFICATION	DATE AND DATE							TOTAL HOURS WORKED	HOURLY RATE	TOTAL AMOUNT PAID	AMOUNT EARNED - GROSS	SOCIAL SECURITY	WITHHOLDING	MEDICARE	STATE TAX	DEDUCTIONS	NET AMOUNT PAID	
		10/25/2018																	
		SU	W	TU	W	TH	F	SA											
Dennis Barnes/2906 Oakland Lane, McCullom Lake, IL 60060/xxx-xx-1389	IUPAT DC30 Journeyman Painter			5	8					\$69.83	372.40								\$810.33
Greg Burns/549 Beacomfield Dr., Naperville, IL 60565/xxx-xx-5188	IUPAT DC30 Journeyman Painter			8						\$69.83	1,862.00								\$1,374.08
Rodolfo Diaz/2016 W. Brown, Chicago, IL 60625/xxx-xx-2870	IUPAT DC30 Journeyman Painter			4	3	5	5		17	\$69.83	1,276.85								\$669.52
Asron Sheffield/1058 Lakeview Rd., Elgin, IL 60120/xxx-xx-3320	IUPAT DC30 Journeyman Painter			2	2	3	3		10	\$69.83	693.15								\$523.10
Kevin Williams/37365 N. Pipe Ln., Lake Villa, IL 60046/xxx-xx-8853	IUPAT DC30 Journeyman Painter			4	5	5	5		19	\$69.83	1,344.68								\$923.10

(1) That I am or suppose to be the person employed by ABC, LLC, on the building or project that during the pay period commencing on the 20th day of September, 2018, was under the jurisdiction of the State of Illinois. I am hereby certifying that the information on this form is true and correct and that I am not receiving any other benefits from any person and that I am not receiving any other benefits from any person and that I am not receiving any other benefits from any person. I am hereby certifying that the information on this form is true and correct and that I am not receiving any other benefits from any person and that I am not receiving any other benefits from any person.







CONTRACTOR: JETCO, LTD.  
ADDRESS: PO BOX 908, Lake Zurich, IL 60047  
PAYROLL NO. 20

PROJECT OR CONTRACT NO. 14-0425  
SUBCONTRACTOR:  
ADDRESS: Elm Street Water Storage Tank Rehabilitation 1800 Elm Street,  
Hampshire, IL 60140

FOR WEEK ENDING 10/20/2018  
DAY AND DATE  
SUN 10/14 10/15 10/16 10/17 10/18 10/19 10/20  
MON TUE WED THU FRI SAT  
HOURS WORKED

NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE  
Greg Burns 649 Beasonfield Dr., Naperville, IL 60565 fxxx-xx-5168

WORK CLASSIFICATION  
IUPAT DC30  
Apprentice Painter

1 2 3 4 5 6  
2.0 OT  
1.5 OT  
Straight  
Scaffold  
2.0 OT  
Scaffold  
1.5 OT  
Scaffold

HOURLY RATE  
\$53.10  
\$69.83  
\$46.55  
\$97.10  
\$72.83  
\$48.55

AMOUNT EARNED  
384.40  
1,874.00  
1,912.00  
970.80

NET AMOUNT PAID  
1,362.50

WAGE DECISION NO.

STATE TAX DEDUCTIONS

MEDICARE

WITHHOLDING

SOCIAL SECURITY

\$ 116.19 \$ 172.13 \$ 88.53 \$ 87.48 \$ 1,362.50

\$ 157.15 \$ 27.72 \$ 86.17 \$ 50.96 \$ 1,431.46

\$ 61.35 \$ 123.95 \$ 14.35 \$ 48.98 \$ 654.65

(1) EXCEPTIONS

(1) That any payrolls otherwise under this contract required to be submitted for the above listed contract, and consider that the wage rates for laborers or mechanics covered herein are the rates in effect for the contract, that the classification set forth shown for each laborer or mechanic conform with the work performed.

(2) That any laborers employed in the above period are duly registered in a bona fide apprenticeship program registered with the State Department of Labor, and that the wages paid to such laborers are the wages for such laborers as determined by the Bureau of Apprenticeship and Training, United States Department of Labor.

(3) That any laborers employed in the above period are duly registered in a bona fide apprenticeship program registered with the State Department of Labor, and that the wages paid to such laborers are the wages for such laborers as determined by the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(5) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANE, FUNDS, OR PROGRAMS

(6) In addition to the basic hourly wages rates paid to each laborer or mechanic listed in the above statement of wages, the following fringe benefits are provided to the appropriate laborers or mechanics as indicated in the appropriate program for the benefit of such employees except as noted in Section 6(1) above:

(7) EXCEPTIONS

(8) NAME AND TITLE  
Kenneth Brend/President

SIGNATURE

**WEEKLY PAYROLL**

PAGE 1 OF 1 SHEETS  
 CONTRACTOR: JETCO, LTD.  
 ADDRESS: PO BOX 908, Lake Zurich, IL 60047  
 PATROLL NO. 21-FINAL PROJECT OR CONTRACT NO. 14-0425

SUBCONTRACTOR:  
 ADDRESS: Elm Street Water Storage Tank Rehabilitation | 800 Elm Street, Hampshire, IL 60140

FOR WEEK ENDING 10/27/2018

PROJECT AND LOCATION: Elm Street Water Storage Tank Rehabilitation | 800 Elm Street, Hampshire, IL 60140

WAGE REGION NO.

NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	WORK CLASSIFICATION	DAY AND DATE							HOURLY RATE	TOTAL HOURS WORKED	AMOUNT EARNED - GROSS	SOCIAL SECURITY	WITH-HOLDING	MEDICARE	STATE TAX	DEDUCTIONS	NET AMOUNT PAID	
		SU	M	TU	W	TH	F	SA										
Dennis Barnes/2906 Oakland Lane, McCullom Lake, IL 60050/xxx-xx-1389	2.0 OT								0	\$93.10	372.40							
	1.5 OT								0	\$69.83								
	Straight					8			8	\$46.55								
	Scaffold								0	\$97.10								
	Scaffold								0	\$72.83								
	Scaffold								0	\$48.35	1,852.00	\$ 115.44	\$ 187.04	\$ 27.00	\$ 90.05	\$ 222.66	\$ 1,219.82	
Rodolfo Diaz/2016 W Beverly, Chicago, IL 60626/xxx-xx-2870	2.0 OT								0	\$93.10	1,132.20							
	1.5 OT								0	\$69.83								
	Straight					8			16	\$46.55								
	Scaffold								0	\$97.10								
	Scaffold								0	\$72.83								
	Scaffold								8	\$48.35	1,694.00	\$ 117.43	\$ 327.67	\$ 27.46	\$ 93.75	\$ 87.88	\$ 1,238.61	
Aaron Sheffield/1658 Lakewood Rd., Elgin, IL 80123/xxx-xx-3320	2.0 OT								0	\$93.10	744.80							
	1.5 OT								0	\$69.83								
	Straight					8			16	\$46.55								
	Scaffold								0	\$97.10								
	Scaffold								0	\$72.83								
	Scaffold								0	\$48.35	1,870.00	\$ 115.94	\$ 302.75	\$ 27.12	\$ 90.45	\$ 87.40	\$ 1,245.34	

(1) That I am a supervised parent of the persons employed by JETCO, LTD. on the building or project during the pay period commencing on the 21st day of October, 2018 and ending the 27th day of October, 2018, all persons employed on said project have been paid the full wages earned. The overtime earned by any person on the project shall be paid in cash or by check on the next business day after the end of the pay period. I understand that the above information is true and correct and I agree to indemnify and hold the State of Illinois harmless from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees, that may be asserted against the State of Illinois or any of its agencies or employees, arising out of or from the use of the information furnished herein.

(2) That any periodic overtime under this contract required to be submitted to the above period are correct and complete. That the wages for laborers or mechanics combined thereon are not less than the applicable wage rates contained in any wage determination incorporated into the contract. That the distributions set forth herein for each laborer or mechanic conform with the contract.

(3) That the only apprentices employed by the above period are the apprentices in above this apprenticeship program registered with the State apprenticeship agency receiving the Bureau of Apprenticeship and Training, Department of Labor, Illinois, and the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) THAT

(5) WHERE PRIME BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS  
 In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced period, payments of fringe benefits as listed in the contract have been or will be made to the appropriate plan(s) for the benefit of each employee except as noted in column (1) to (4) herein.

(1) EMPLOYER

JETCO LTD. (OPTIONAL) HADLEY, ILLINOIS

NAME AND TITLE  
 Kenneth Brendt/President

SIGNATURE



To: Jeff Magnussen  
Village President

From: Julie Morrison, P.E.

Date: 12/3/18

Re: **Change Order No. 2 and Final  
Elm St. EWST Rehabilitation**

EEI Job #: HA1118

---

Background:

The Village is currently under contract with Jetco, Ltd. in the amount of \$429,220.00 per Change Order No. 1. The original contract value was \$431,050.00.

Question Presented:

Should the Village approve Change Order No. 2 and Final which would decrease the contract amount with Jetco, Ltd. by \$18,074.75?

Discussion:

Change Order No. 2 and Final is the balancing change order and reflects final field quantities for payment.

Action Needed:

Approve Change Order No. 2 and Final for the Elm Street EWST Rehabilitation amount of -\$18,074.75 (reduction).

Pc: Linda Vasquez, Village Clerk  
JAM, BPS, EEI

CHANGE ORDER

Order No. 2 and Final

Date: December 3, 2018

Agreement Date: March 23, 2018

NAME OF PROJECT: Elm Street Elevated Water Storage Tank Rehabilitation

OWNER: Village of Hampshire

CONTRACTOR: Jetco, Ltd.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1) See Attached Spreadsheet

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 431,050.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$ 429,220.00

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~)(decreased) by:  
\$ (18,074.75)

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ 411,145.25

Justification:

All items are based on final field quantities.

Change to CONTRACT TIME:

The contract time is increased/decreased by 0 days.

Requested by: \_\_\_\_\_ Jetco, Ltd.

Recommended by: \_\_\_\_\_ Engineering Enterprises, Inc.

Accepted by: \_\_\_\_\_ Village of Hampshire

CHANGE ORDER NO. 2 AND FINAL  
 ELM STREET ELEVATED WATER STORAGE TANK REHABILITATION  
 VILLAGE OF HAMPSHIRE

ITEM NO.	ITEMS	UNIT	CONTRACT QUANTITY	UNIT PRICE	ADDITIONS		DEDUCTIONS	
					QUANTITY	COST	QUANTITY	COST
8	WELD REPAIR - CORROSION PITTS	SQ. IN	100	\$ 40.00			100	\$ (4,000.00)
9	PIT FILLING, APPLIED	GAL	5	\$ 520.00			5	\$ (2,600.00)
10	WASTE DISPOSAL	TON	150	\$ 175.00			63.42	\$ (11,098.50)
11	HAZARDOUS WASTE DISPOSAL	TON	25	\$ 10.00			25	\$ (250.00)
13	ALLOWANCE	LS	1	\$ 10,000.00			0.01	\$ (126.25)

TOTAL ADDITIONS = \$ -  
 TOTAL DEDUCTIONS = \$ (18,074.75)

ORIGINAL CONTRACT PRICE: \$ 431,050.00  
 CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS: \$ 429,220.00  
 AMOUNT OF CURRENT CHANGE ORDER: (\$18,074.75)  
 NEW CONTRACT PRICE: \$411,145.25



To: Jeff Magnussen  
Village President

From: Julie Morrison, P.E.

Date: 12/3/18

Re: **Change Order No. 1 and Final  
Dietrich Road PRV Replacement**

EEI Job #: HA1707

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Background:

The Village is currently under contract with H. Linden & Sons Sewer and Water, Inc. in the amount of \$223,633.00.

Question Presented:

Should the Village approve Change Order No. 1 and Final which would increase the contract amount with H. Linden & Sons Sewer and Water, Inc. by \$4,543.00?

Discussion:

Change Order No. 1 and Final is the balancing change order and reflects final field quantities for payment along with the addition of the internet conduit for the SCADA system. Originally the SCADA system was to be connected via cellular antennas (Not included in contract). Midway through the project Mark Montgomery requested that the SCADA system be connected via an internet connection in lieu of the cellular antennas. The cost to install the conduit for the internet service was \$5,000.00.

Action Needed:

Approve Change Order No. 1 and Final for the Dietrich Road PRV Replacement amount of \$4,543.00 (addition).

Pc: Linda Vasquez, Village Clerk  
JAM, BPS, EEI

CHANGE ORDER

Order No. 1 and Final

Date: December 3, 2018

Agreement Date: June 22, 2018

NAME OF PROJECT: Dietrich Road PRV Replacement

OWNER: Village of Hampshire

CONTRACTOR: H. Linden & Sons Sewer and Water, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1) See Attached Spreadsheet

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 223,663.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$ 223,663.00

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)(~~decreased~~) by:  
\$ 4,543.50

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ 228,176.50

Justification:

All items are based on final field quantities.  
Added the internet conduit for the SCADA per Village request.

Change to CONTRACT TIME:

The contract time is increased/~~decreased~~ by 0 days.

Requested by: \_\_\_\_\_ H. Linden & Sons Sewer and Water, Inc.

Recommended by: \_\_\_\_\_ Engineering Enterprises, Inc.

Accepted by: \_\_\_\_\_ Village of Hampshire

CHANGE ORDER NO. 1 AND FINAL  
DIETRICH ROAD PRV REPLACEMENT  
VILLAGE OF HAMPSHIRE

ITEM NO.	ITEMS	UNIT	CONTRACT QUANTITY	UNIT PRICE	ADDITIONS		DEDUCTIONS	
					QUANTITY	COST	QUANTITY	COST
3	CONNECT TO EXISTING 16" WATERMAIN	EA	4	\$ 4,000.00			1	\$ (4,000.00)
4	WATER MAIN, 12-INCH D.I.P., CLASS 52 W/ POLY WRAP	LF	30	\$ 125.00			2.9	\$ (362.50)
5	WATER MAIN, 16-INCH D.I.P., CLASS 52 W/ POLY WRAP	LF	45	\$ 150.00			15	\$ (2,250.00)
12	DUCTILE IRON FITTINGS	LB	1230	\$ 6.00			9	\$ (54.00)
14	FOUNDATION MATERIAL	CU YD	70	\$ 10.00			70	\$ (700.00)
15	REMOVAL AND DISPOSAL OF EXCAVATED MATERIAL ("UNCONTAMINATED SOILS")	CU YD	100	\$ 40.00	254.0	\$ 10,160.00		\$ -
16	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL	TON	70	\$ 40.00			70	\$ (2,800.00)
17	UTILITY STRUCTURE UNDERCUT (PRV STATION)	CU YD	10	\$ 60.00			10	\$ (600.00)
24	ACCESS ROAD	SY	150	\$ 190.00	3.0	\$ 570.00		\$ -
27	ALLOWANCE	UNIT	10000	\$ 1.00			420	\$ (420.00)
MISCELLANEOUS EXTRAS AND CREDITS								
1	EXTRA: INTERNET CONDUIT FOR SCADA	LS			1.0	\$ 5,000.00		\$ -

TOTAL ADDITIONS = \$ 15,730.00

TOTAL DEDUCTIONS =

\$ (11,186.50)

ORIGINAL CONTRACT PRICE: \$ 223,633.00

CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS: \$ 223,633.00

AMOUNT OF CURRENT CHANGE ORDER: \$4,543.50

NEW CONTRACT PRICE: \$228,176.50





To: Jeff Magnussen  
Village President

From: Julie Morrison, P.E.

Date: 12/3/18

**Re: *Change Order No. 1 and Final  
Dietrich Road PRV Replacement***

EEI Job #: HA1707

---

Background:

The Village is currently under contract with H. Linden & Sons Sewer and Water, Inc. in the amount of \$223,633.00.

Question Presented:

Should the Village approve Change Order No. 1 and Final which would increase the contract amount with H. Linden & Sons Sewer and Water, Inc. by \$4,543.00?

Discussion:

Change Order No. 1 and Final is the balancing change order and reflects final field quantities for payment along with the addition of the internet conduit for the SCADA system. Originally the SCADA system was to be connected via cellular antennas (Not included in contract). Midway through the project Mark Montgomery requested that the SCADA system be connected via an internet connection in lieu of the cellular antennas. The cost to install the conduit for the internet service was \$5,000.00.

Action Needed:

Approve Change Order No. 1 and Final for the Dietrich Road PRV Replacement amount of \$4,543.00 (addition).

Pc: Linda Vasquez, Village Clerk  
JAM, BPS, EEI

CHANGE ORDER

Order No. 1 and Final

Date: December 3, 2018

Agreement Date: June 22, 2018

NAME OF PROJECT: Dietrich Road PRV Replacement

OWNER: Village of Hampshire

CONTRACTOR: H. Linden & Sons Sewer and Water, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1) See Attached Spreadsheet

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 223,663.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$ 223,663.00

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)(~~decreased~~) by:  
\$ 4,543.50

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ 228,176.50

Justification:

All items are based on final field quantities.  
Added the internet conduit for the SCADA per Village request.

Change to CONTRACT TIME:

The contract time is increased/~~decreased~~ by 0 days.

Requested by: \_\_\_\_\_ H. Linden & Sons Sewer and Water, Inc.

Recommended by: \_\_\_\_\_ Engineering Enterprises, Inc.

Accepted by: \_\_\_\_\_ Village of Hampshire

CHANGE ORDER NO. 1 AND FINAL  
DIETRICH ROAD PRV REPLACEMENT  
VILLAGE OF HAMPSHIRE

ITEM NO.	ITEMS	UNIT	CONTRACT QUANTITY	UNIT PRICE	ADDITIONS		DEDUCTIONS	
					QUANTITY	COST	QUANTITY	COST
3	CONNECT TO EXISTING 16" WATERMAIN	EA	4	\$ 4,000.00			1	\$ (4,000.00)
4	WATER MAIN, 12-INCH D.I.P., CLASS 52 W/ POLY WRAP	LF	30	\$ 125.00			2.9	\$ (362.50)
5	WATER MAIN, 16-INCH D.I.P., CLASS 52 W/ POLY WRAP	LF	45	\$ 150.00			15	\$ (2,250.00)
12	DUCTILE IRON FITTINGS	LB	1230	\$ 6.00			9	\$ (54.00)
14	FOUNDATION MATERIAL	CU YD	70	\$ 10.00			70	\$ (700.00)
15	REMOVAL AND DISPOSAL OF EXCAVATED MATERIAL ("UNCONTAMINATED SOILS")	CU YD	100	\$ 40.00	254.0	\$ 10,160.00		\$ -
16	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL	TON	70	\$ 40.00			70	\$ (2,800.00)
17	UTILITY STRUCTURE UNDERCUT (PRV STATION)	CU YD	10	\$ 60.00			10	\$ (600.00)
24	ACCESS ROAD	SY	150	\$ 190.00	3.0	\$ 570.00		\$ -
27	ALLOWANCE	UNIT	10000	\$ 1.00			420	\$ (420.00)
<b>MISCELLANEOUS EXTRAS AND CREDITS</b>								
1	EXTRA: INTERNET CONDUIT FOR SCADA	LS			1.0	\$ 5,000.00		\$ -

TOTAL ADDITIONS = \$ 15,730.00

TOTAL DEDUCTIONS =

\$ (11,186.50)

ORIGINAL CONTRACT PRICE: \$ 223,633.00  
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS: \$ 223,633.00  
AMOUNT OF CURRENT CHANGE ORDER: \$ 4,543.50  
NEW CONTRACT PRICE: \$ 228,176.50



To: Jeff Magnussen  
Village President

From: Julie Morrison, P.E.

Date: 12/3/18

**Re: Change Order No. 2 and Final  
Elm St. EWST Rehabilitation**

EEI Job #: HA1118

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Background:

The Village is currently under contract with Jetco, Ltd. in the amount of \$429,220.00 per Change Order No. 1. The original contract value was \$431,050.00.

Question Presented:

Should the Village approve Change Order No. 2 and Final which would decrease the contract amount with Jetco, Ltd. by \$18,074.75?

Discussion:

Change Order No. 2 and Final is the balancing change order and reflects final field quantities for payment.

Action Needed:

Approve Change Order No. 2 and Final for the Elm Street EWST Rehabilitation amount of -\$18,074.75 (reduction).

Pc: Linda Vasquez, Village Clerk  
JAM, BPS, EEI

CHANGE ORDER

Order No. 2 and Final

Date: December 3, 2018

Agreement Date: March 23, 2018

NAME OF PROJECT: Elm Street Elevated Water Storage Tank Rehabilitation

OWNER: Village of Hampshire

CONTRACTOR: Jetco, Ltd.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1) See Attached Spreadsheet

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 431,050.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$ 429,220.00

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~)(decreased) by:  
\$ (18,074.75)

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ 411,145.25

Justification:

All items are based on final field quantities.

Change to CONTRACT TIME:

The contract time is increased/~~decreased~~ by 0 days.

Requested by: \_\_\_\_\_ Jetco, Ltd.

Recommended by: \_\_\_\_\_ Engineering Enterprises, Inc.

Accepted by: \_\_\_\_\_ Village of Hampshire

CHANGE ORDER NO. 2 AND FINAL  
 ELM STREET ELEVATED WATER STORAGE TANK REHABILITATION  
 VILLAGE OF HAMPSHIRE

ITEM NO.	ITEMS	UNIT	CONTRACT QUANTITY	UNIT PRICE	ADDITIONS		DEDUCTIONS	
					QUANTITY	COST	QUANTITY	COST
8	WELD REPAIR - CORROSION PITS	SQ. IN	100	\$ 40.00			100	\$ (4,000.00)
9	PIT FILLING, APPLIED	GAL	5	\$ 520.00			5	\$ (2,600.00)
10	WASTE DISPOSAL	TON	150	\$ 175.00			63.42	\$ (11,098.50)
11	HAZARDOUS WASTE DISPOSAL	TON	25	\$ 10.00			25	\$ (250.00)
13	ALLOWANCE	LS	1	\$ 10,000.00			0.01	\$ (126.25)

TOTAL ADDITIONS = \$ -  
 TOTAL DEDUCTIONS = \$ (18,074.75)

ORIGINAL CONTRACT PRICE: \$ 431,050.00  
 CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS: \$429,220.00  
 AMOUNT OF CURRENT CHANGE ORDER: (\$18,074.75)  
 NEW CONTRACT PRICE: \$411,145.25

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## AGENDA SUPPLEMENT

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**TO:** President Magnussen and Village Board

**FROM:** Lori Lyons, Finance Director

**FOR:** December 8, 2018 Village Board Meeting

**RE:** Insurance Coverage Renewal

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**Background.** The Village obtained insurance coverage through Arthur J. Gallagher Risk Management Services (AJG) at this time four years ago after having been with Illinois Municipal League Risk Management Association (IMLRMA) for years and years. Nationally AJG provides services to over 5,000 governmental entities encompassing over 500,000 employees and \$30,000,000,000 in property values. They are a national broker with access to over 150 insurance companies and wholesalers. By comparison, Illinois Municipal League Risk Management Association provides services to over 600 municipalities in Illinois ranging in population from 37 to 34,000 including approximately seven in Kane County.

**Analysis.** This going to be the fifth year with AJG, they re-marketed our insurance. IMLRM did not reach out to quote this year since we declined coverage from them last year. We also were approached by the insurance department of Resource Bank and provided information to them. After reviewing the Village's exposure, loss history and 2018 premiums, Resource Bank was unable to provide a competitive quote at this time. Despite increased exposures (to be explained at the meeting), the premiums quoted by the Village's current insurance providers remains nearly flat (increase of \$402!!).

**Recommendation.** Staff recommends proceeding with renewal and requests authorization to bind coverage offered by Arthur J. Gallagher through Argonaut Insurance at Trident (package, auto, umbrella employment practices, law enforcement liability), Hartford Steam Boiler Inspection & Insurance Company (boiler & machinery), Hanover (crime), BCS Insurance (cyber) and the Illinois Public Risk Fund (workers' compensation).

## Village of Hampshire

234 S State Street  
Hampshire, IL 60140

# Proposal of Insurance

Presented: November 21, 2018

Effective: December 31, 2018 – Package, Umbrella & Crime  
January 1, 2019 – Workers' Compensation  
January 4, 2019 – Cyber Liability

PUBLIC SECTOR PRACTICE



Arthur J. Gallagher & Co.

Tia Incapreo  
Producer  
Arthur J. Gallagher Risk Management Services, Inc.  
Public Sector  
2850 Golf Road  
Rolling Meadows, IL 60008  
Tia\_incapreo@ajg.com  
www.ajg.com



# Village of Hampshire

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## Village of Hampshire

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## Our Team and Commitment

# Village of Hampshire

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## Service Team

Tia Incapreo has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Tia Incapreo Producer	630-228-8884	Tia_Incapreo@ajg.com	Producer
JoAnn Bonnevier, CIC, CISR Client Service Manager II	630-647-3082	JoAnn_Bonnevier@ajg.com	Account Manager

Arthur J. Gallagher Risk Management Services, Inc.  
Main Office Phone Number: (630) 773-3800

## Service Commitment

### Account Service

At Arthur J. Gallagher & Co., we strive for long-term relationships. Insurance relationships begin with solid, cost effective insurance programs, but endure because of excellent service. We will address the day-to-day needs of your organization in a timely manner, and by being proactive regarding your insurance program throughout each insurance term and market cycle. In these ways, we can address your changing insurance needs.

### Renewals

At each renewal, we will meet with you to establish a renewal game plan, determining how many markets should be approached, how pricing is in the insurance marketplace, and what specific needs must be addressed. We will then approach markets we feel will present the best alternatives, and present each alternative at renewal as an option, even if we still feel the incumbent program is strongest. We will demonstrate how we have created competition within the marketplace to ensure that you receive the best renewal terms.

We make ourselves accountable by working with you to develop a written service schedule that meets your needs. You can track our service by referring to our written service commitment. Service becomes especially important as you continue to change and prosper.

As a top national broker, we have access to over 150 insurance companies and wholesalers. This maximizes your insurance options in any given policy year situation. In addition, the relationships we have cultivated with our markets are excellent. Our integrity and influence in the marketplace gives us an edge over other brokers. These factors are especially important to consider as the insurance needs of your organization become more complex, requiring more sophisticated solutions.

During the policy year, Arthur J. Gallagher & Co. will strive to provide the following service standards:

### Automobile Identification Cards

ID cards will be issued upon binding of coverage.

### Phone Calls

Phone calls will be returned within one working day of receipt.

### Certificates of Insurance

Certificates of Insurance will be issued within one working day of receipt.



Arthur J. Gallagher & Co.

## Our Service Commitment

Our clients repeatedly tell us the most important thing that we can do as their broker is to protect their assets while providing a comprehensive and tailored insurance program with the most competitive terms. We also know that a critical component of every customer experience is receiving an accurate and timely response to their day to day business needs and challenges.

*At Arthur J. Gallagher and Co., our goal is to provide every client with an exceptional insurance and risk management program delivered by a world-class service organization.*

We're on a journey to set a new standard for service within our industry – utilizing innovative technology and tools that create value for our clients, and raising the bar beyond expectations. The result is consistent and predictable service for our clients – with the highest quality at every interaction.



For the client, words and pledges only go so far. In order to deliver on our promise, Gallagher is committed to partnering with our clients to ensure we consistently deliver the highest quality service possible:

- **Clients get what they need, when they need it** – as a result of managing our work more effectively, your needs and requests are addressed promptly and professionally at all times
- **Our service team is able to focus on you**, and the solutions needed to support your unique business needs
- **We proactively manage your renewal cycle**, delivering a predictable timeline that creates time for thorough decision-making
- **You play a role in this too** – we're asking for more information ahead, so that you receive the best outcome, every time

Village of Hampshire

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Your Program



# Village of Hampshire

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## Named Insured

Named Insured	Line of coverage
Village of Hampshire, Illinois	All lines of coverage included in this proposal

**OMNIBUS WORDING -**  
Package - Public Officials' Liability, Law Enforcement Liability

**Note:** Any entity not named in this proposal may not be an insured entity. This may include partnerships and joint ventures.

# Village of Hampshire

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## Marketplace Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Argonaut Insurance Company	Package	Recommended Quote	\$63,635.00
Hartford Steam Boiler Inspection & Insurance Co.	Equipment Breakdown	Recommended Quote	\$4,094.00
Citizens Insurance Company of America	Crime	Recommended Quote	\$2,583.00
Argonaut Insurance Company Argonaut Great Central Insurance Company	Umbrella	Recommended Quote	\$7,493.00
Illinois Public Risk Fund	Workers Compensation	Recommended Quote	\$58,843.00
BCS Insurance Company	Cyber Liability	Recommended Quote	\$2,236.00
Liberty Mutual Insurance Company	Package	Declined – Not Competative	N/A
Travelers Insurance Company	Package	Declined – Not Competative	N/A
Euclid Insurance Company	Package	Declined – Not Competative	N/A
One Beacon Insurance Company	Package	Declined – Not Competative	N/A

# Village of Hampshire

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## Location Schedule

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
All Lines of coverage included in this proposal		Per schedule on file with Carriers received from you on 10/12/2016



EXPOSURE COMPARISON

<i>Village of Hampshire</i>			
<i>Exposure</i>	<i>2017-2018</i>	<i>2018-2019</i>	<i>Change %</i>
Property Value	\$44,103,603	\$45,290,373	3%
Content	\$2,651,900	\$2,651,900	0%
Inland Marine	\$835,103.00	\$844,785.00	1%
Vehicle Count	31	33	6%
Vehicle Value	\$957,530.00	\$1,320,858.00	38%
Revenue	\$11,386,186.00	\$18,765,212.00	65%
Payroll	\$1,843,321.00	\$1,911,322.00	4%

# Village of Hampshire

## Program Details

Coverage: Package - Property  
 Carrier: Argonaut Insurance Company  
 Policy Period: 12/31/2018 to 12/31/2019

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

### Coinsurance or Agreed Amount:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
Applies	N/A	100 %

### Coverage

SUBJECT OF INSURANCE	AMOUNT
Building	\$45,290,373
Contents	\$2,651,900
<b>Total insured value</b>	<b>\$47,942,273</b>
Inflation Guard	3%
Earthquake Coverage	\$5,000,000
Flood Coverage (excluding Flood Zones A/B/V/N)	\$5,000,000
Miscellaneous: Actual Cash Value Valuation: Loc.# 29-1 & Loc.# 29-2 at 981 S. State ST	Included

### Deductibles

COVERAGE	AMOUNT
Deductible	\$1,000
Earthquake Coverage	\$50,000
Flood Coverage (excluding Flood Zones A/B/V/N)	\$50,000
Common Deductible Provision	Included
Miscellaneous: Actual Cash Value Valuation: Loc.# 29-1 & Loc.# 29-2 at 981 S. State ST	\$1,000

### Additional Coverage:

DESCRIPTION	AMOUNT
Accounts Receivable	\$100,000
Arson Reward	\$7,500
Loss to Undamaged Portion of Building	Building Limit
Demolition Cost Coverage	\$100,000
Increased Cost of Construction	\$100,000
Changes in Temperature or Humidity	\$50,000
Commandeered Property	\$100,000
Communications Equipment	\$50,000
Computer Equipment	\$50,000
Crime Reward	-

## Village of Hampshire

### Program Details (Cont.)

DESCRIPTION	AMOUNT
-Per Person	\$1,000
-Maximum	\$5,000
Detached Signs	\$5,000
Electrical Damage	\$60,000
Extra Expense and Business Income	\$100,000
Fairs, Exhibitions, Expositions or Trade Shows	\$50,000
Fine Arts	\$50,000
Fire Department Service Charge	\$5,000
Fire Equipment Recharge	Included
Flagpoles	\$5,000
Foundations	Included
Glass	Included
Glass Display or Trophy Cases	\$5,000
Grounds Maintenance Equipment	\$50,000
Lock Replacement	\$500
Money and Securities	-
-Inside Premise	\$5,000
-Outside Premise	\$5,000
Newly Acquired or Constructed Property	-
Building	\$1,000,000
Personal Property	\$500,000
Off Premises Utility Failure	\$50,000
Outdoor Property	-
-Any one Tree, Shrub or Plant	\$1,000
-Total Limit	\$50,000
Personal Effects and Property of Others	-
-Any one Employee or Volunteer	\$1,500
-Any One Occurrence	\$50,000
Replacement Cost Valuation	Included
Pollutant Clean up and Removal	\$25,000
Premises Boundary Increased Limit	1,000 Feet
Property in Transit	\$50,000
Property Off-Premises	\$50,000
Sewer Back-Up	Included
Spoilage	\$10,000
Valuable Papers	\$100,000

# Village of Hampshire

## Program Details (Cont.)

### Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	Applies

### Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	Applies

### Exclusions include, but are not limited to:

DESCRIPTION
Earth Movement Exclusion
Flood Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure

### Binding Requirements:

DESCRIPTION
-Sign TRIA Form.

### Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Property is quoted on a specific limit basis since no square footage information was provided on the SOV. Upon binding, if this information is received and insurance-to-value is evaluated as acceptable, we can revise the terms
TRIA Premium \$1,546 shown in Property LOB, is applicable for Property, Inland Marine, General Liability, Public Officials' Liability, Employment Practices Liability, Law Enforcement Liability & Automobile, Umbrella Coverage

Premium	<b>\$35,575.00</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$35,575.00</b>
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	<b>\$1,546.00</b>

Subject to A



## Village of Hampshire

### Program Details (Cont.)

Occupancy	Address	Values		
		Building	Contents	Total
Village Hall	234 S State	825,000	75,000	900,000
Office Equipment	215 Industrial Drive, Unit D	0	41,900	41,900
Garage	350 Mill	42,364	3,000	45,364
Wastewater Treatment Plant	350 Mill	25,000,000	0	25,000,000
Lakewood Lift Station	1780 Cameron Drive	200,000	1,400,000	1,600,000
McDonalds Lift Station	19N729 Route 20	160,959	0	160,959
Higgins Lift Station	45W749 Higgins Road	146,688	0	146,688
Airport Lift Station	19N955 US Highway 20	50,000	0	50,000
Prairie Lift Station	659 Hampshire Drive	150,000	0	150,000
Former Well 5/6	100 N. Klick Street	250,000	0	250,000
Garage	100 N. Klick	47,084	10,000	57,084
Maintenance Bldg	100 N. Klick	101,867	50,000	151,867
Benches (7)	Memorial Park	9,363	0	9,363
Trash Receptacle	Memorial Park	1,178	0	1,178
Portable Salt Dome (2)	100 N. Klick Street	24,400	25,000	49,400
Street Lights (518)	Various locations	1,608,920	0	1,608,920
Welcome Signs (4)	Various locations	20,000	0	20,000
Booster Pump Pressure Reducing Valve	984 Tuscany Trail	50,000	450,000	500,000
Booster Station Pressure Reducing Valve	45W349 Big Timber	50,000	450,000	500,000
Fire Hydrants (405)	Various locations	607,550	0	607,550
U/G Vault	Rt 20 & Dietrich Rd	50,000	8,000	58,000
U/G Vault/Prv	17N588 US Route 20	150,000	0	150,000
U/G Vault/Prv	18N500 US Route 20	150,000	0	150,000
Water Tower (500,000 Gal 135 Ft)	800 Elm	700,000	9,000	709,000
Water Tower (500,000 Gal 140 Ft)	18N791 US Route 20	750,000	30,000	780,000
Water Tower (2,000,000 Gal)	45W347 Big Timber	3,000,000	0	3,000,000
Water Tower (1,000,000 Gal)	Tuscany Woods	1,800,000	0	1,800,000
Water Treatment Facility	17588 Harmony Road	6,236,000	0	6,236,000
Well #10	17N588 Harmony Road	150,000	0	150,000
Well #13	180 Klick Street	150,000	0	150,000
Well House #7	45W749 Higgins Road	750,000	100,000	850,000
Water Well House & Well #9	183 Barn Owl Dr	1,850,000	0	1,850,000
Unoccupied Home	981 S. State St	54,000	0	54,000
Garage	981 S. State St	5,000	0	5,000
Oakstead Lift Station (not in service)	Allen Road at US Route 20 closest to 16N429 US 20	150,000	0	150,000
<b>TOTAL</b>		<b>45,290,373</b>	<b>2,651,900</b>	<b>47,942,273</b>

# Village of Hampshire

## Program Details (Cont.)

**Coverage:** Package - Inland Marine  
**Carrier:** Argonaut Insurance Company  
**Policy Period:** 12/31/2018 to 12/31/2019

### Coverage:

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT
Miscellaneous Scheduled	Limit	\$844,785

### Deductibles

COVERAGE	AMOUNT
Miscellaneous Scheduled	\$1,000

### Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
Inland Marine	Cranes & Rigging Equipment
Inland Marine, Equipment Floater	Mechanical or Equipment Breakdown
Equipment Floater	Pollution
Equipment Floater, EDP, Transit	War and Nuclear Hazard
Equipment Floater, EDP, Transit	Wear and Tear, Gradual Deterioration, or Obsolescence
Equipment Floater	Mold / Fungus
EDP	Utility Service Interruption
EDP	Expected or Intended Loss
EDP	Programming Errors
Transit	Government Authority Exclusion

### Binding Requirements:

DESCRIPTION
-Signed TRIA Form

Premium	\$873.00
ESTIMATED PROGRAM COST	\$873.00

Subject to Audit: N/A

## Village of Hampshire

### Program Details (Cont.)

#	Department	Item	Year	Make	Serial #	Current Value
1	Police	Misc Equipment Squad #89		Unknown	Unknown	\$ 6,800
2	Police	Misc Equipment Squad #80		Unknown	Unknown	\$ 6,800
3	Police	Misc Equipment Squad #82		Unknown	Unknown	\$ 6,800
4	Police	Misc Equipment Squad #83		Unknown	Unknown	\$ 6,800
5	Police	Misc Equipment Squad #84		Unknown	Unknown	\$ 6,800
6	Police	Misc Equipment Squad #85		Unknown	Unknown	\$ 6,800
7	Police	Misc Equipment Squad #86		Unknown	Unknown	\$ 6,800
8	Police	Misc Equipment Squad #87		Unknown	Unknown	\$ 8,100
9	Police	Misc Equipment Squad #88		Unknown	Unknown	\$ 6,800
10	Police	Radio - Portable		Kenwood	Unknown	\$ 6,500
11	Police	Light Bars (8)		Federal Signal	Unknown	\$ 16,000
12	Police	Radio - Portable Tk790H		Kenwood	Unknown	\$ 3,100
13	Sewer Maintenance	Plow - Ultra Mount Prow	2007	Western	Unknown	\$ 3,760
14	Sewer Maintenance	Sewer Jet	2008	Sewer Equipment	381092	\$ 100,000
15	Sewer Maintenance	Mower - Zero Turn		John Deere	Unknown	\$ 8,800
16	Sewer Maintenance	Pump - Portable	2007	Unknown	Unknown	\$ 10,000
17	Street Maintenance	Asphalt Ride Roller		Stone Wolfpac	Z00260	\$ 12,765
18	Street Maintenance	Cold Planer		Caterpillar	G00412	\$ 15,400
19	Street Maintenance	Tractor/Mower - 4 Wheel Drive		New Holland	073494/059026	\$ 31,876
20	Street Maintenance	Mower - 84" Brush Bull		Woods	059026	\$ 5,500
21	Street Maintenance	Skidloader	2001	Caterpillar	G00512	\$ 40,000
22	Street Maintenance	Street Sweeper	1996	Ford	7862	\$ 125,000
23	Street Maintenance	Roller		Wacker	170528	\$ 12,000
24	Street	Plows (6)		Unknown	Unknown	\$ 55,000



## Village of Hampshire

### Program Details (Cont.)

	Maintenance					
25	Street Maintenance	Spreaders (5)		Unknown	Unknown	\$ 25,000
26	Street Maintenance	Calcium Tanks (4)		Unknown	Unknown	\$ 10,000
27	Street Maintenance	Saw - Walk Behind	2008	Husqvarna	1297	\$ 8,517
28	Street Maintenance	Paint Striper	2008	Linelazer	BA698	\$ 5,645
29	Street Maintenance	Backhoe/Loader	2009	John Deere	175400	\$ 100,000
30	Street Maintenance	Brush Chipper	2008	Vermeer	009692	\$ 24,868
31	Street Maintenance	Plows (2) For #3 90401		Unknown	Unknown	\$ 22,000
32	Street Maintenance	Salt Spreader For #390401		Unknown	Unknown	\$ 6,000
33	Street Maintenance	Liquid Chloride Tank - #390401		Unknown	Unknown	\$ 4,000
34	Street Maintenance	Mower - Commercial 997	2012	John Deere	095BTC	\$ 18,995
35	Street Maintenance	Mule	2010	Kawasaki	Unknown	\$ 8,900
36	Street Maintenance	Surface Preparation Unit	2014	Bartell	Unknown	\$ 3,600
37	Street Maintenance	Ditch Witch	2014	Vacuum Excavator	FX50	\$ 61,277
38	Police	Toughbooks (7)	2015	Panasonic	CF31	\$ 28,100
39	Water Utility	Toughbook	2018	Panasonic	CF54	\$ 2,882
40	Police	Misc Equipment Squad #81	2018	Various	Various	\$ 6,800
				<b>Total</b>		<b>\$ 844,785</b>



# Village of Hampshire

## Program Details

Coverage: Package - General Liability  
 Carrier: Argonaut Insurance Company  
 Policy Period: 12/31/2018 to 12/31/2019

### Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	Not Applicable	Not Applicable
Employee Benefits Liability	Occurrence	Not Applicable	Not Applicable

### Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
General Liability	Applies	N/A	Other / Defense Costs in Addition to Limit of Liability

### Coverage

DESCRIPTION	AMOUNT	BASIS
Bodily Injury/Property Damage	\$1,000,000	Per Occurrence
Personal Injury/Advertising Injury	\$1,000,000	Per Occurrence
Damages to premises rented to you	\$100,000	Per Occurrence
Employee Benefits	\$1,000,000	Per Occurrence
General Aggregate	\$2,000,000	Annual Aggregate
Products/Completed Operations Aggregate	\$2,000,000	Annual Aggregate
Data Compromise Response Expense		
- Data Compromise Response Expense Annual Aggregate	\$100,000	Annual Aggregate
- 1st Party Named Malware	\$50,000	Per Occurrence
- Forensic IT Review	\$50,000	Per Occurrence
- Legal Review	\$50,000	Per Occurrence
- Public Relations	\$5,000	Per Occurrence
- Regulatory Fines/Penalties	\$50,000	Per Occurrence
- PCI Fines and Penalties	\$50,000	Per Occurrence
Optional Data Compromise - Data Compromise Liability		
- Data Compromise Liability	\$100,000	Annual Aggregate
- 3rd Party Named Malware	\$50,000	Per Occurrence
Optional Cyber - Cyber Attack and Cyber Extortion		
- Cyber Attack	\$100,000	Annual Aggregate
- Cyber Extortion	\$25,000	Per Occurrence
Optional Cyber - Network Security Liability:		
- Network Security	\$100,000	Annual Aggregate

# Village of Hampshire

## Program Details (Cont.)

DESCRIPTION	AMOUNT	BASIS
Optional Cyber - Electronic Media Liability:		
- Electronic Media	\$100,000	Annual Aggregate

### Deductibles

COVERAGE	AMOUNT
Employee Benefits	\$1,000
Data Compromise Response Expense - Each Response Expense Occurrence	\$1,000
Data Compromise Liability - Each Liability Occurrence	\$1,000
Cyber Attack and Cyber Extortion - Each Cyber Attack and Extortion Occurrence	\$1,000
Network Security Liability	\$1,000
Electronic Media Liability - Each Electronic Media Occurrence	\$1,000

### Additional Coverage:

DESCRIPTION	AMOUNT
Miscellaneous:	
- Limited Failure to Supply	Included
- Limited Pollution Liability Coverage (Water Utility and Sewer Utility Only)	Included
- Unmanned Aircraft under 25 pounds	\$25,000
General Liability P. E. 2:	
- Public Water Utility	Included
- Sewer System	Included

### Endorsements include, but are not limited to:

DESCRIPTION
*Pay On Behalf Form

### Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
General Liability	Bodily Injury and Property Damage from pollutants - Absolute Exclusion
General Liability	Losses arising from the ownership maintenance or use of aircraft, autos, or watercraft, with some minor exceptions including certain contractual obligations
General Liability	Employment Related Practices Exclusion
General Liability	Liquor Liability Exclusion
General Liability	Aircraft Products Exclusion
General Liability	Professional Liability Exclusion
General Liability	Real Property in Your Care, Custody, and Control Exclusion
General Liability	Absolute Asbestos Exclusion
General Liability	Absolute Lead Exclusion
General Liability	War and Nuclear Hazard

# Village of Hampshire

## Program Details (Cont.)

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
General Liability	Mold / Fungus
EBL	Dishonest, fraudulent, criminal or malicious act or omission
EBL	Bodily Injury or Property Damage or Personal Injury
EBL	Failure of performance of contract
EBL	Failure of any investment to perform as represented by you
EBL	Failure to comply with mandatory provisions of any law concerning Workers' Compensation, unemployment insurance, social security or disability benefits
EBL	Wrongful termination of an employee
EBL	Coercion, demotion, reassignment, discipline or harassment of an employee
EBL	Discrimination against an employee

Premium \$7,617.00

ESTIMATED PROGRAM COST \$7,617.00

Subject to Audit: Non Auditable

### Optional coverage:

Optional Coverage	Limit	Premium
Cyber Liability	\$100,000	\$1,242.00
Data Compromise	\$100,000	\$646.00



# Village of Hampshire

## Program Details

Coverage: Package - Automobile  
 Carrier: Argonaut Insurance Company  
 Policy Period: 12/31/2018 to 12/31/2019

### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	COVERED AUTOS
Liability Limit	Limit	\$1,000,000	1
Uninsured Motorist	Limit	\$100,000	2
Underinsured Motorist	Limit	\$100,000	2
Automobile Medical Payments	Limit	\$5,000	2
Comprehensive		Actual Cash Value	10
Collision		Actual Cash Value	10
Automobile Physical Damage Comprehensive, Collision OCN	Limit	\$1,320,858	10

### Deductibles

TYPE	COVERAGE	AMOUNT
Deductible	Comprehensive	\$1,000
Deductible	Collision	\$1,000

### Covered Autos:

SYMBOL	SYMBOL NAME	DESCRIPTION OF COVERED DESIGNATION SYMBOLS
1	Any Auto	Can only be used for Liability Insurance. Its use provides coverage for any auto with which the insured has contact, including owned and non-owned, hired vehicles, and newly acquired vehicles. It includes coverage for non-owned auto, no-fault insurance, uninsured motorists, or physical damage insurance.
2	Owned Autos Only	Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
7	Specifically Described Autos	Only those autos described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in Item Three).
8	Hired Autos Only	Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

### Endorsements include, but are not limited to:

DESCRIPTION
Commercial Automobile Physical Damage - Fleet Automatic Basis

# Village of Hampshire

## Program Details (Cont.)

Exclusions include, but are not limited to:

DESCRIPTION
Excluded Drivers
Expected or Intended Injury
Contractual - added back as noted
Workers' Compensation
Employers' Liability
Property Damage to Property Owned or Transported by you
Pollution
Other standard policy exclusions apply
Terrorism

### Binding Requirements:

DESCRIPTION
Subject to receipt of :-
- An application signed and dated by an official of the entity and the agent/broker must be received within thirty (30) days of binding coverage
- Signed TRIA Form.

### Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
# 1 - Commercial Automobile Liability - Coverage is automatically provided for ANY AUTO the entity owns or acquires during the Policy Period.
# 2 - Commercial Automobile Physical Damage - Coverage is provided on a "Fleet Automatic" basis. This means that any auto(s) the entity acquires during the term of the policy will be covered automatically, provided it is an additional new auto or replaces an auto the entity previously owned which had Physical Damage coverage. The entity must inform Trident that they desire Physical Damage coverage for these autos within 30 days after the entity acquires the auto(s). The entity must submit a request for coverage for any auto(s) which do not meet the conditions outlined above. Coverage for these autos will be added by endorsement.

### Auto Disclaimer:

Commercial Auto policies utilize a set of coverage symbols to stipulate a category of covered autos. One or more symbols are assigned to each coverage purchased indicating which autos that coverage applies to. Please refer to your policy and make certain that you read and understand the various auto symbols and associated descriptions. Specific symbols may apply to either a particular kind of vehicle or the vehicle's ownership status. The symbols could also differ depending upon whether the coverage is for liability or physical damage. Also, in certain circumstances, an insurance company may agree to provide coverage for an auto scenario that is not described in the auto symbols. When this occurs, a unique symbol and related description is used. If you have any questions regarding the auto symbols or associated descriptions contained in your policy, please contact us.

Premium	<b>\$10,516.00</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$10,516.00</b>

Subject to Audit: Not Auditable

# Village of Hampshire

## Program Details (Cont.)

VEH #	YEAR	MAKE	MODEL	VIN	CLASS CODE	COST NEW
1	2011	Dodge	Charger #80	589011	7911-	\$35,000
2	2012	Dodge	Charger #88	305302	7398	\$35,000
3	2014	Dodge	Charger #86	309323	7911-	\$35,000
4	2014	Dodge	Charger #83	308324	7911-	\$35,000
5	2007	Ford	Truck - F250	A54964	7911-	\$35,000
6	2006	International	Dump Truck - 7400 Sfa 4X2	299114	014-790	\$22,000
7	2002	Imperial	Trailer	Unknown	684-990	\$4,000
8	1991	GMC	Dump Truck	1831	014-790	\$1,000
9	1999	International	Dump Truck	4112	014-790	\$12,000
10	2003	International	Dump Truck	6618	014-790	\$23,000
11	2005	Felling	Trailer - Dump	24750	684-990	\$3,000
12	2008	International	Truck - 7400 Sfa 4X2	680493	014-790	\$40,000
13	2010	Dodge	Pickup Truck	168450	684-990	\$20,000
14	2011	International	Dump Truck - 7400	390401	014-790	\$75,000
15	2012	Dodge	Ram Truck- 1500 S	268648	014-790	\$23,000
16	1998	Jerry	Utility Trailer	7117	684-990	\$0
17	2000	Cargo Express	Trailer	4768	684-990	\$4,200
18	2014	Dodge	Ram Truck - 2500	184819	014-790	\$29,825
19	2015	Dodge	Charger #82	874592	7911-	\$35,000
20	2016	Dodge	Charger #84	310630	7911-	\$35,000
21	2016	Dodge	Charger #89	310631	7911-	\$35,000
22	2017	Ford	F550	1FDUF5HT9HDA01305	014-790	\$57,555
23	2017	International	7400 Snow Plow	1HTWDSTR4HH486462	214-990	\$216,950
24	2017	Dodge	Charger	2C3CDXAG6H657189	7911-	\$35,000
25	2017	Dodge	Charger	2C3CDXAG2HH657190	7911-	\$35,000
26	2017	Ford	F550	1FDUF5HT9HDA01305	1479	\$57,555
27	2017	International	7400 Snow Plow	1HTWDSTR4HH486462	1479	\$216,950
28	2017	Dodge	Charger	2C3CDXAG6H657189	7911	\$35,000
29	2017	Dodge	Charger	2C3CDXAG2HH657190	7911	\$35,000



## Village of Hampshire

### Program Details (Cont.) (Cont.)

30	2019	PJ Trailer	Utility Trailer	3CVU71213K2580988	684990	\$1,789
31	2015	PJ Trailer	Utility Trailer	3CVUB1217F2526712	684990	\$1,789
32	2018	Ford	Interceptor Utility #81	1FM5K8AR9JGC43256	7911	\$44,796
33	2016	Ford	Interceptor Utility #85	1FM5KAR7JGC43255	7911	\$46,449

**TOTAL \$1,320,858**

# Village of Hampshire

## Program Details

Coverage: Package - Law Enforcement Liability

Carrier: Argonaut Insurance Company

Policy Period: 12/31/2018 to 12/31/2019

Form Number: LE-4636125-00 GCIC

### Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Law Enforcement Liability	Occurrence	Not Applicable	Not Applicable

### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Per Wrongful Act	Limit	\$1,000,000
Annual Aggregate	Limit	\$1,000,000

### Deductibles

TYPE	COVERAGE	AMOUNT
Deductible	Each Wrongful Act	\$2,500

### Endorsements include, but are not limited to:

DESCRIPTION
"Pay On Behalf" Form

### Exclusions include, but are not limited to:

DESCRIPTION
An Exclusion for Mold or a Sublimit May Apply.
A Terrorism Exclusion May Apply

### Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Law Enforcement Liability Features and Benefits Description: -Canine and Equine Exposures -Civil Rights Violations -False Arrest/Wrongful Imprisonment -False or Improper Service of Process -Non Auditable Policy -Property Damage

Premium \$4,837.00

ESTIMATED PROGRAM COST \$4,837.00

Subject to Audit: Not Auditable



# Village of Hampshire

## Program Details

Coverage: Package - Employment Practices Liability

Carrier: Argonaut Insurance Company

Policy Period: 12/31/2018 to 12/31/2019

Form Number: AG EP P002 01 02/09

### Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE
Employment Practices Liability	Claims Made	12/31/2017

### Coverage

DESCRIPTION	AMOUNT
Per Wrongful Employment Act	\$1,000,000
Annual Aggregate	\$1,000,000
Non-Monetary Defense	\$50,000/\$50,000
EEOC Defense Coverage	\$10,000/\$50,000
Back Wages	\$50,000

### Deductibles

COVERAGE	AMOUNT
Each Wrongful Act	\$2,500
Non-Monetary Defense	\$2,500
EEOC Defense Coverage	\$2,500
Back Wages	\$10,000

### Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ((Days To Extend)) days of the expiration date. The cost of this extended reporting period is (Percent Cost)% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ((Days To Report)) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

### Definition of Claim:

DESCRIPTION
Refer to attached policy form # AG EP P002 01 02/09

### Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form # AG EP P002 01 02/09

# Village of Hampshire

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## Program Details (Cont.)

### Extended Reporting Period (ERP) Options:

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form # AG EP P002 01 02/09				

\*If ERP coverage is desired, then that request must be in writing to the carrier.

### Exclusions include, but are not limited to:

DESCRIPTION
An Exclusion for Mold or a Sublimit May Apply.
Terrorism Exclusion May Apply.

### Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Specifically excluded exposures include, but are not limited to: airports/aviation activities, medical facilities or medical professional liability, mechanically operated amusement devices, injury to volunteers, lead contamination, pollution liability, etc.

Premium	\$4,022.00
<b>ESTIMATED PROGRAM COST</b>	<b>\$4,022.00</b>

# Village of Hampshire

## Program Details

Coverage: Package - Public Officials Liability

Carrier: Argonaut Insurance Company

Policy Period: 12/31/2018 to 12/31/2019

Form Number:

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Public Officials Liability	Claims Made	12/31/2017	Not Applicable

### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Per Wrongful Act	Limit	\$1,000,000
Annual Aggregate	Limit	\$1,000,000

### Deductibles:

COVERAGE	AMOUNT
Each Wrongful Act	\$2,500
Public Water Utility	\$2,500
Sewer System	\$2,500

### Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ((Days To Extend)) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ((Days To Report)) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

### Definition of Claim:

DESCRIPTION
Refer to attached policy form #AG PO 0001 01 (02/09)

### Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form #AG PO 0001 01 (02/09)

### Extended Reporting Period (ERP) Options\*:

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form #AG PO 0001 01 (02/09)				

\*If ERP coverage is desired, then that request must be in writing to the carrier.

# Village of Hampshire

## Program Details (Cont.)

### Additional Coverage:

DESCRIPTION	AMOUNT
Public Officials P.E. 2	
Public Water Utility	Included
Sewer System	Included

### Endorsements include, but are not limited to:

DESCRIPTION
"Pay On Behalf" Form

### Exclusions include, but are not limited to:

DESCRIPTION
Employment Related Wrongful Acts - Excluded
An Exclusion for Mold or a Submit May Apply.
A Terrorism Exclusion May Apply.

### Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Public Officials' Liability Features and Benefits Description
Civil Rights Violations
Licensing & Permitting Coverage
Zoning Coverage
Non Auditable Policy
Specifically excluded exposures include, but are not limited to: airports/aviation activities, medical facilities or medical professional liability, mechanically operated amusement devices, injury to volunteers, lead contamination, pollution liability, etc.

Premium	\$1,198.00
<b>ESTIMATED PROGRAM COST</b>	<b>\$1,198.00</b>

Subject to Audit: Not Auditable



# Village of Hampshire

## Program Details

**Coverage:** Equipment Breakdown  
**Carrier:** Hartford Steam Boiler Inspection & Insurance Co.  
**Policy Period:** 12/31/2018 to 12/31/2019

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

### Coinsurance or Agreed Amount:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
Business Income Coinsurance Waived Until 12/31/2019	N/A	N/A

### Coverage

DESCRIPTION	AMOUNT
Equipment Breakdown Limit	\$50,000,000
Business Income Limit	Included
Property Damage	Included

### Deductibles / Self Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Combined, All Coverages	\$1,000
Deductible	Interruption of Service Waiting Period	4 Hours

### Additional Coverage:

DESCRIPTION	AMOUNT
- Accident	Included
- Electronic Circuitry Impairment	Included
Extra Expense	Included
Civil Authority	Included
Contingent Business Income	\$2,500,000
Data Restoration	\$2,500,000
Demolition	\$2,500,000
Expediting Expenses	Included
Green	\$100,000
Hazardous Substances	\$2,500,000
Mold	\$100,000
Newly Acquired Locations	Included
Off Premises Equipment Breakdown	\$2,500,000
Ordinance or Law	\$2,500,000
Perishable Goods	Included

## Village of Hampshire

### Program Details (Cont.)

DESCRIPTION	AMOUNT
Public Relations	\$5,000
Service Interruption	\$20,000,000
Newly Acquired Locations	365 Days
Extended Period of Restoration	365 Days
Miscellaneous Unnamed Locations Limit	\$1,000,000

Endorsements include, but are not limited to:

DESCRIPTION
HSB TechAdvantage™ Equipment Breakdown Coverage Form

Exclusions include, but are not limited to:

DESCRIPTION
Earth Movement
Nuclear Hazard, Power Failure
War Exclusion
Water Exclusion
Government Action Exclusion

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Notice of Cancel, other than non-payment, 90 Days
The words 'on the same site' are deleted from Valuation a.(2).
Covered Services as defined under "interruption of service" includes "cloud computing service"

Premium	\$4,094.00
<b>ESTIMATED PROGRAM COST</b>	<b>\$4,094.00</b>
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	\$0.00

Subject to Audit: N/A

# Village of Hampshire

## Program Details

**Coverage:** Crime (3 year policy )  
**Carrier:** Citizens Insurance Company of America  
**Policy Period:** 12/31/2018 to 12/31/2020

## Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Crime	Discovery	Not Applicable	Not Applicable

## Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Employee Theft - Including Faithful Performance	Limit	\$500,000
Forgery or Alteration	Limit	\$100,000
Inside Premises - Theft of Money and Securities	Limit	\$100,000
Inside Premises - Robbery or Safe Burglary of Other Property	Limit	\$100,000
Outside Premises	Limit	\$100,000
Computer Fraud	Limit	\$100,000
Funds Transfer Fraud	Limit	\$100,000
Money Orders and Counterfeit Paper Currency	Limit	\$10,000

## Deductibles

COVERAGE	AMOUNT
Employee Theft - Including Faithful Performance	\$2,500
Forgery or Alteration	\$1,000
Inside the Premises-Theft of Money and Securities	\$1,000
Inside the Premises - Robbery or Safe Burglary of Other Property	\$1,000
Outside the Premises	\$1,000
Computer Fraud	\$1,000
Funds Transfer Fraud	\$1,000
Money Orders and Counterfeit Paper Currency	\$250

## Endorsements include, but are not limited to:

DESCRIPTION
Amend Computer Fraud Insuring Agreement - Form 181-1661 (03/16)
Add Faithful Performance of Duty
Include Treasurer or Tax Collector

# Village of Hampshire

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## Program Details (Cont.)

Exclusions include, but are not limited to:

DESCRIPTION
Third Party Employee Dishonesty
Government Action Exclusion
Accounting or Arithmetic Errors
Voluntary Parting of Property
Loss in which the existence of such loss is only proved by a profit and loss comparison or inventory records
Any theft or criminal act committed by a partner of the insured
Employee Dishonesty (does not apply to Employee Theft Coverage)
False Pretenses Exclusion - Form 181-1662 (03/16)

Premium	\$2,583.00
<b>ESTIMATED PROGRAM COST</b>	<b>\$2,583.00</b>



# Village of Hampshire

## Program Details (Cont.)

Coverage: Cyber Liability  
 Carrier: BCS Insurance Company  
 Policy Period: 1/4/2019 to 1/4/2020  
 Form Number: 94 200 (01/15)

### Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE
Cyber & Internet Liability	Claims Made	Full Prior Acts

### Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE COST TYPE / COMMENTS
Cyber Liability	Applies	Within Policy Limits (expenses erode policy limit)

### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Aggregate Limit of Liability	Limit	\$1,000,000	Aggregate for Each and Every Claim including Claims Expenses
Individual Coverage(s)	Sublimit	\$1,000,000	Per Claim
Privacy Liability (including Employee Privacy)	Sublimit	\$1,000,000	Per Claim of Liability Includes Claim Expenses
Privacy Regulatory Claims Coverage	Sublimit	\$1,000,000	Per Claim of Liability Includes Claim Expenses
Security Breach Response Coverage	Sublimit	\$1,000,000	Per Claim of Liability Includes Claim Expenses
Security Liability	Sublimit	\$1,000,000	Per Claim of Liability Includes Claim Expenses
Multimedia Liability	Sublimit	\$1,000,000	Per Claim of Liability Includes Claim Expenses
Cyber Extortion	Sublimit	\$1,000,000	Per Claim of Liability Includes Claim Expenses
Business Income and Digital Asset Restoration	Sublimit	\$1,000,000	Per Claim of Liability Includes Claim Expenses
PCI DSS Assessment	Sublimit	\$1,000,000	Per Claim of Liability Includes Claim Expenses
Privacy Liability (including Employee Privacy)	Sublimit	\$1,000,000	Aggregate
Privacy Regulatory Claims Coverage	Sublimit	\$1,000,000	Aggregate
Security Breach Response Coverage	Sublimit	\$1,000,000	Aggregate
Security Liability	Sublimit	\$1,000,000	Aggregate
Multimedia Liability	Sublimit	\$1,000,000	Aggregate
Cyber Extortion	Sublimit	\$1,000,000	Aggregate

# Village of Hampshire

## Program Details (Cont.)

### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Business Income and Digital Asset Restoration	Sublimit	\$1,000,000	Aggregate
PCI DSS Assessment	Sublimit	\$1,000,000	Aggregate

### Deductibles / Self Insured Retention

COVERAGE	AMOUNT
Privacy Liability (Including Employee Privacy) - Each Claim	\$2,500
Privacy Regulatory Claims Coverage - Each Claim	\$2,500
Security Breach Response Coverage - Each Claim	\$2,500
Security Liability - Each Claim	\$2,500
Multimedia Liability - Each Claim	\$2,500
Cyber Extortion - Each Claim	\$2,500
Business Income and Digital Asset Restoration - Each Claim	\$2,500/12 hours waiting period
PCI DSS Assessment - Each Claim	\$2,500
Cyber Deception Event	\$25,000

### Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ((Days To Report)) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

### Definition of Claim:

DESCRIPTION
"Claim" means:
1. A written demand received by "You" for money or services, including the service of a civil suit or institution of arbitration proceedings;
2. Initiation of a civil suit against "You" seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction);
3. Solely with respect to Coverage B, a "Regulatory Claim" made against "You";
4. Solely with respect to Coverage H, a "PCI DSS Assessment".
Multiple "Claims" arising from the same or a series of related or repeated "Wrongful Acts", acts, errors, or omissions or from any continuing "Wrongful Acts", acts, errors or omissions shall be considered a single "Claim" for the purposes of this Policy, irrespective of the number of claimants or "You" involved therein. All such related "Claims" shall be deemed to have been first made at the time the earliest such "Claim" was made or deemed made under Section IX.A.

# Village of Hampshire

## Program Details (Cont.)

### Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

### Extended Reporting Period (ERP) Options\*:

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Optional ERP	\$2,236.00	30	12 Months	100%

\*If ERP coverage is desired, then that request must be in writing to the carrier.

### Endorsements include, but are not limited to:

DESCRIPTION
Cyber and Privacy Liability Insurance Policy - 94.111 (06/17)
Cyber and Privacy Liability Policy Form - 94.200 (06/17)
Cyber Deception Endorsement (If elected) - 94.510 (09/15)
Breach Response Team Endorsement - 94.805 (06/17)
Illinois Amendatory - 94.801 (06/17)
Coverage for Certified Acts of Terrorism - 94.551 (01 15)
War and Terrorism Endorsement - Illinois - 94.552 IL (04 15)
Illinois Notice - BCSI-X010 IL (01 15)

### Exclusions include, but are not limited to:

DESCRIPTION
Nuclear Incident Exclusion Clause - Liability- Direct (BROAD)(U.S.A) - 94.102 (01 15)
Radioactive Contamination Exclusion Clause - Liability- Direct (U.S.A) - 94.103 (01 15)

Cyber Liability Premium	<b>\$2,236.00</b>
Cyber Deception Option	<b>\$450.00</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$2,713.00</b>
TRIP/TRIPRA PREMIUM (+Additional Surcharges, Taxes and Fees as applicable)	<b>\$27.00</b>
<b>Subject to Audit: Not Auditable</b>	



# Village of Hampshire

## Program Details

Coverage: Umbrella  
 Carrier: Argonaut Insurance Company  
 Argonaut Great Central Insurance Company  
 Policy Period: 12/31/2018 to 12/31/2019

### Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Umbrella	Occurrence	Not Applicable	Not Applicable

### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Each Occurrence, Offense, Accident, or Wrongful Act	Limit	\$7,000,000
Annual Aggregate	Limit	\$7,000,000

### Underlying Policies:

COVERAGE	DESCRIPTION	LIMIT	CARRIER	EFFECTIVE DATE	EXPIRATION DATE
General Liability	Occurrence / Aggregate	\$1,000,000 \$2,000,000	Argo Group	12/31/2018	12/31/2019
Public Officials' Liability	Occurrence / Aggregate	\$1,000,000	Argo Group	12/31/2018	12/31/2019
Employment Practices Liability	Occurrence / Aggregate	\$1,000,000	Argo Group	12/31/2018	12/31/2019
Law Enforcement Liability	Occurrence / Aggregate	\$1,000,000	Argo Group	12/31/2018	12/31/2019
Commercial Automobile Liability	Combined Single Limit	\$1,000,000	Argo Group	12/31/2018	12/31/2019

### Exclusions include, but are not limited to:

DESCRIPTION
Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws
Pollution (Hostile Fire Exception)
Asbestos
Physical Damage to Property in Insured's Care, Custody, or Control
Auto First-party Coverage
Pollution (Auto)
Products Recall
Employment Related Practices Exclusion

# Village of Hampshire

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## Program Details (Cont.)

Exclusions include, but are not limited to:

DESCRIPTION
Total Pollution Exclusion
Professional Liability Exclusion
Retained Limit
An Exclusion for Mold or a Sublimit May Apply.
A Terrorism Exclusion May Apply

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
TRIA Premium \$1,546 shown in Property LOB

Premium	\$7,493.00
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<b>ESTIMATED PROGRAM COST</b>	<b>\$7,493.00</b>
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Subject to Audit: Not Auditable

# Village of Hampshire

## Program Details

Coverage: Workers Compensation

Carrier: Illinois Public Risk Fund

Policy Period: 1/1/2018 to 1/1/2019

### Coverage

DESCRIPTION	AMOUNT	BASIS
Coverage A - Workers' Compensation		Statutory N/A
Employers' Liability Limits: Bodily Injury by Accident		\$3,000,000 Per Accident
Employers' Liability Limits: Bodily Injury by Disease		\$3,000,000 Per Employee
Employers' Liability Limits: Bodily Injury by Disease		\$3,000,000 Policy Limit

### Deductibles / Self Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Workers Compensation	None

### States:

DESCRIPTION	STATE
States Covered:	IL
States Excluded:	OH, ND, WA, WY

### Endorsements include, but are not limited to:

DESCRIPTION
Voluntary Compensation
Broad Form all States for Employee Travel
Longshoremen's and Harbor Workers' Compensation Act Coverage
Maritime Coverage
Federal Employers' Liability Act Coverage
Foreign Voluntary Workers' Compensation and Employers' Liability for Traveling Employees

### Exclusions include, but are not limited to:

DESCRIPTION
Voluntary Compensation
Longshore & Harbor Workers' Act
Owners or Officers
Bodily Injury to an Employee While Employed in Violation of Law
Bodily Injury Intentionally Caused by Insured
Federal Employers' Liability Act
Assumptions under Contract

# Village of Hampshire

## Program Details (Cont.)

Other Significant Terms and Conditions/Restrictions:

### DESCRIPTION

Terms and conditions as per Safety National Casualty Corporation Excess Policy, And Illinois Public Risk Fund's By-Laws And Pooling Agreement.

Premium: \$57,129.00

### Fee

3 % Administration Fee \$1,714.00

**ESTIMATED PROGRAM COST \$58,843.00**

TRIA/TRIPRA PREMIUM **INCLUDED**  
 (+ Additional Surcharges, Taxes and Fees as applicable)

Subject to Audit: Annually

## Workers' Compensation Payroll & Rate Comparison

2018 - 2019			2019 - 2020		
Class Code/Description	Payroll	Rate	Class Code / Description	Payroll	Rate
5506 Street Maintenance	\$268,294.00	8.856	5506 Street Maintenance	\$277,485.00	8.76
7520 Waterworks	\$91,612.00	3.497	7520 Waterworks	\$114,619.00	3.42
7580 Sewage Disposal	\$97,272.00	2.917	7580 Sewage Disposal	\$59,917.00	3.284
7720 Police Man	\$1,114,475.00	2.484	7720 Police Man	\$1,174,475.00	2.222
8810 Clerical	\$270,138.00	0.139	8810 Clerical	\$272,326.00	0.136
9102 Parks NOC	\$0.00	0	9102 Parks NOC	\$11,000.00	3.508
9402 Street Cleaning	\$1,530.00	5.311	9402 Street Cleaning	\$1,500.00	5.349
<b>Total</b>	<b>\$1,843,321.00</b>		<b>Total</b>	<b>\$1,911,322.00</b>	



**ILLINOIS PUBLIC RISK FUND  
GRANT PROGRAM**

**VILLAGE OF HAMPSHIRE**

the Illinois Public Risk Fund has reserved

**\$4,475**

**Congratulations!**

*Your organization has qualified for a Preferred Loss Ratio Grant of \$1,405 which is included in the above amount.*

Please visit [www.iprf.com](http://www.iprf.com) for additional information and the Grant Application. Grant deadline is December 1, 2019.

(subject to the program terms and conditions.)



## Village of Hampshire

### Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE	EXPIRING PROGRAM		PROPOSED PROGRAM	
	CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Package-Property, Inland Marine, General Liability, Public Officials Liability, Law Enforcement Liability, Employment Practices Liability & Commercial Auto	Argonaut Insurance Company (Argo Group International Holdings, Ltd)	\$59,477.00 Rejected	Argonaut Insurance Company (Argo Group International Holdings, Ltd)	\$63,635.00 \$1,546.00
Equipment Breakdown	Hardford Steam Boiler Inspection & Insurance Co. (Munich Re America Corporation Group)	\$4,160.00 Rejected	Hardford Steam Boiler Inspection & Insurance Co. (Munich Re America Corporation Group)	\$4,094.00 \$0.00
Crime - (3 year Term)	Citizens Insurance Company of America (Hanover Insurance Companies)	\$2,683.00	Citizens Insurance Company of America (Hanover Insurance Companies)	-\$2,683.00
Umbrella	Argonaut Insurance Company (Argo Group International Holdings, Ltd)	\$7,053.00 Rejected	Argonaut Insurance Company (Argo Group International Holdings, Ltd) Argonaut Great Central Insurance Company (Argo Group)	\$7,493.00
Cyber Liability	BCS Insurance Company	\$2,392.00	BCS Insurance Company	\$2,236.00
Workers Compensation	Illinois Public Risk Fund	\$50,967.00 \$1,830.00 \$62,817.00	Illinois Public Risk Fund	\$27.00 \$57,129.00 \$1,714.00 \$58,943.00 Included
Total Estimated Program Cost (without TRIA)		Included \$138,482.00		\$138,864.00
Optional Trident Cyber Liability & Data compromise			Argonaut Insurance Company (Argo Group International Holdings, Ltd)	\$1,888.00

# Village of Hampshire

## Premium Summary (Cont.)

Quote from Argonaut Insurance Company (Argo Group International Holdings, Ltd) is valid until 12/31/2018  
Quote from Argonaut Insurance Company (Argo Group International Holdings, Ltd), etc... is valid until 12/31/2018  
Quote from Hartford Steam Boiler Inspection & Insurance Co. (Munich Re America Corporation Group) is valid until 12/31/2018  
Quote from Illinois Public Risk Fund (Illinois Public Risk Fund) is valid until 6/30/18  
Quote from Citizens Insurance Company of America (Manover Insurance Companies) is valid until 12/31/2018

Gallagher is responsible for the placement of the following lines of coverage.

Package  
Equipment Breakdown  
Crime  
Umbrella  
Workers Compensation

It is understood that any other type of exposure coverage is either self-insured or placed by another broker/agent from other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

## Village of Hampshire

### Payment Plans

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Argonaut Insurance Company (Argo Group International Holdings, Ltd)	Package	Full Annual Payment due 20 days from binding	Agency Bill
Hartford Steam Boiler Inspection & Insurance Co. (Munich Re America Corporation Group)	Equipment Breakdown	Full Annual Payment due 20 days from binding	Agency Bill
Citizens Insurance Company of America (Hanover Insurance Companies)	Crime	Full Annual Payment due 20 days from binding	Agency Bill
Argonaut Insurance Company (Argo Group International Holdings, Ltd)	Umbrella	Full Annual Payment due 20 days from binding	Agency Bill
Illinois Public Risk Fund	Workers Compensation	(12) Monthly installments	Direct Bill
BCS Insurance Company	Cyber Liability	Full Annual Payment due 20 days from binding	Agency Bill

# Village of Hampshire

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## Changes / Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

1. Changes in any operation such as expansion to other states or new products.
2. Mergers and/or acquisition of new companies.
3. Any newly assumed contractual liability, granting of indemnities, or hold harmless agreements.
4. Circumstances which may require increased liability insurance limits.
5. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
6. Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
7. Property of yours that is in transit, unless we have previously arranged for the insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.

No Changes and/or Developments

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Village of Hampshire

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## Proposal Disclosures



# Village of Hampshire

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## Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

**Proposal Disclaimer** IMPORTANT: The proposal, and any executive summaries included with or supplementing the proposal outlines certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

**Compensation Disclosure** One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional compensation if stipulated underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the particular insurance company and/or through the particular intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in certain commission rates. These additional commissions, commonly referred to as "supplemental commissions" are frequently known as of the effective date of the applicable insurance placement, but some insurance companies pay this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage placed through Gallagher.
3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.
4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility is utilized in the placement of a client's account, the facility may earn and retain customary brokerage commission or fees for its work.
5. Gallagher assists its clients in procuring premium finance quotes and unless prohibited by law may earn compensation for this optional value-added service.
6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.
7. Gallagher strives to find appropriate coverage at a competitive price for our clients. In order to achieve these goals, we gather and analyze data about our clients and their insurance coverage. This

# Village of Hampshire

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## Proposal Disclosures (Cont.)

data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our clients. This data may also be provided to insurers pursuant to consulting service agreements from which we earn fees.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please contact Gallagher via e-mail at [Compensation\\_Complaints@ajg.com](mailto:Compensation_Complaints@ajg.com) or by regular mail at:

AJG Chief Compliance Officer  
Arthur J. Gallagher & Co.  
2850 Golf Rd., 8th Floor  
Rolling Meadows, IL 60008

## TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

## Actuarial Disclaimer

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services, Inc. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

# Village of Hampshire

## Insurance Company Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING	ADMITTED / NON-ADMITTED
Argonaut Great Central Insurance Company	A XIV	Admitted
Argonaut Insurance Company	A XIV	Admitted
Citizens Insurance Company of America	A XV	Admitted
Hartford Steam Boiler Inspection & Insurance Co.	A++ X	Admitted
Illinois Public Risk Fund (1)	N/A	Admitted
BSC Insurance Company	A- VIII	Admitted

If the above indicated coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

\*The above A.M. Best Rating was verified on the date the proposal document was created.

### Rating Levels and Categories

LEVEL	CATEGORY	Financial Strength	Policyholders' Surplus	Reserve Funds
A++, A+	Excellent	FSC I	Up to 1,000	FSC IX 250,000 to 500,000
A, A-	Excellent	FSC II	1,000 to 2,000	FSC X 500,000 to 750,000
B++, B+	Good	FSC III	2,000 to 5,000	FSC XI 750,000 to 1,000,000
B, B-	Fair	FSC IV	5,000 to 10,000	FSC XII 1,000,000 to 1,250,000
C++, C+	Marginal	FSC V	10,000 to 25,000	FSC XIII 1,250,000 to 1,500,000
C, C-	Weak	FSC VI	25,000 to 50,000	FSC XIV 1,500,000 to 2,000,000
D	Under Regulatory Supervision	FSC VII	50,000 to 100,000	FSC XV 2,000,000 or more
F	In Liquidation	FSC VIII	100,000 to 250,000	
S	Suspended			

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at <http://www.ambest.com/ratings/notice>.

Best's Credit Ratings are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings and Best Credit Reports (which include Best Ratings), visit the A.M. Best website at <http://www.ambest.com>. See Guide to Best's Credit Ratings for explanation of use and charges. Copies of the Best's Insurance Reports for carriers listed above are also available upon request of your Gallagher representative.

Best's Credit Ratings reproduced herein appear under license from A.M. Best and do not constitute, either expressly or impliedly, an endorsement of (Licensee's publication or service) or its recommendations, formulas, criteria or comparisons to any other ratings, rating scales or rating organizations which are published or referenced herein. A.M. Best is not responsible for transcription errors made in presenting Best's Credit Ratings. Best's Credit Ratings are proprietary and may not be reproduced or distributed without the express written permission of A.M. Best Company.

Gallagher companies use A.M. Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

(1) The Illinois Public Risk Fund is a Self-Funded program established in 1985 solely for the purpose of providing Workers' Compensation coverage to public entities in Illinois. Reinsurance is provided by Safety National Casualty Corporation, which is rated A+ XII by A.M. Best.



# Village of Hampshire

## Insurance Company Ratings and Admitted Status (Cont.)

BEST'S FINANCIAL STRENGTH RATING GUIDE – (FSR)			
<p>A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.</p>			
<b>Best's Financial Strength Rating (FSR) Scale</b>			
Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
<p>* Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within its category. A Rating Notch is expressed with either a second plus "+" or a minus "-".</p>			
<b>FSR Non-Rating Designations</b>			
Designation Symbols	Designation Definitions		
E	Status assigned to insurance companies that are publicly placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal ongoing insurance operations; an impaired insurer.		
F	Status assigned to insurance companies that are publicly placed in liquidation by a court of law or by a forced liquidation; an impaired insurer.		
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.		
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AMBRS.		
<b>Rating Disclosure – Use and Limitations</b>			
<p>A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance and business profile or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AMBRS) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AMBRS.</p>			
<p>BCRs are distributed via the AMBRS website at <a href="http://www.ambest.com">www.ambest.com</a>. For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Using and Understanding People's Choice Ratings" available at no charge on the AMBRS website. BCRs are proprietary and may not be reproduced without permission.</p>			
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Village of Hampshire

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Client Signature Requirements

# Village of Hampshire

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## Coverages For Consideration

### Overview

- A proposal for any of the coverages can be provided.
- The recommendations and considerations summarized in this section are not intended to identify all exposures.
- Since Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.

### Other Coverage Considerations

- Terrorism Coverage - Premium Available Upon Request
- Newly Constructed Buildings and Additions—Must be reported for underwriter approval. Builders Risk is first-party coverage only and can be purchased for additional premium

# Village of Hampshire

## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 11/21/2018, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	LINE OF COVERAGE	CARRIER
<input type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Accept <input type="checkbox"/> Reject	Package – Property, Inland Marine, General Liability, Law Enforcement Liability, Public Officials Liability, Employment Practices Liability, Commercial Auto.  TRIA Coverage	Argonaut Insurance Company (Argo Group International Holdings, Ltd)
<input type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Accept <input type="checkbox"/> Reject	Equipment Breakdown  TRIA Coverage	Hartford Steam Boiler Inspection & Insurance Co. (Munich Re America Corporation Group)
<input type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Accept <input type="checkbox"/> Reject	Crime  TRIA Coverage	Citizens Insurance Company of America (Hanover Insurance Companies)
<input type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Accept <input type="checkbox"/> Reject	Umbrella  TRIA Coverage	Argonaut Insurance Company (Argo Group International Holdings, Ltd)
<input type="checkbox"/> Accept <input type="checkbox"/> Reject TRIA Cannot be rejected	Workers Compensation  TRIA Coverage	Illinois Public Risk Fund
<input type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Accept <input type="checkbox"/> Reject	Cyber Liability	BCS Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Accept <input type="checkbox"/> Reject	OPTIONAL – Cyber Liability & Data compromise	Argonaut Insurance Company (Argo Group International Holdings, Ltd)

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

\_\_\_\_\_

### Producer/ Insured Coverage Amendments and Notes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Client Initials

# Village of Hampshire

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## Client Authorization to Bind Coverage

Provide Quotations or Additional Information on the Following Coverage Considerations:

**Note: Selecting the "Reject All or Accept All" option will override any selections that you make below.**

Reject All  Accept All - Coverages for Consideration

### Other Coverage Considerations

Yes  No Terrorism Coverage - Premium Available Upon Request

Yes  No Newly Constructed Buildings and Additions-Must be reported for underwriter approval. Builders Risk is first-party coverage only and can be purchased for additional premium

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By:

Print Name

Title

Signature

Date:



## Village of Hampshire

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## Appendix

# Village of Hampshire

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## Claims Reporting By Policy

For all of your coverages within this proposal, unless otherwise noted:

➤ **Package, Automobile and Umbrella claims report to:**

Argonaut Insurance Company/ Argonaut Great Central Insurance Company

Phone# 800-444-3916 (New England Office)

Phone# 877-474-8808 (San Antonio Office)

Fax Acord Form: 800-772-8503 (New England Office)

877-312-8842 (San Antonio Office)

E-mail Acord Form: [Claimsreporting@tridentinsurance.net](mailto:Claimsreporting@tridentinsurance.net) (New England Office)

[claims@tridentinsurance.net](mailto:claims@tridentinsurance.net) (San Antonio Office)

➤ **Crime claims report to:**

TPA or Carrier Name: Hanover Insurance Company

By Mail - Address: 440 Lincoln Street

Worcester, MA 01653

Attn: Bond Claims Department

By Phone: (630) 521-8419

➤ **Boiler & Machinery claims report to:**

TPA or Carrier Name: Hartford Steam Boiler Inspection & Insurance Company

By Phone: (888) 472-5677

By Fax: (888) 3295677

➤ **Workers Compensation claims report to:**

TPA or Carrier Name: Illinois Public Risk Fund

By Phone: (844)522-6082

By Fax: (888) 223-1636

By E-mail: [www.IPRF.com](http://www.IPRF.com)

➤ **Cyber & Internet Liability - BCS Insurance Company**

**Notice of Claim:**

[joan.dambrosio@clydeco.us](mailto:joan.dambrosio@clydeco.us)

Clyde & Co. US LLP

101 Second Street, 24th Floor

San Francisco CA 94105

**24 hour Security Breach Hotline**

1-866-288-1705

Baker & Hostetler LLP

45 Rockefeller Plaza

New York, NY 10111-0100

If notice of incident, claim, or suit is received, refer to the policy conditions clause "Duties in the event of."

# Village of Hampshire

## Bindable Quotations & Compensation Disclosure Schedule

Client Name: Village of Hampshire:

COVERAGE(S)	CARRIER NAME(S)	EST. ANNUAL PREMIUM	COMM. % OR FEE	WHOLESALE, MGA OR INTERMEDIARY NAME	COMM. % A/G OWNED? OR FEE: YES/NO
Package					
Property Inland Marine General Liability Automobile Law Enforcement Liability Employment Practices Liability Public Officials Liability	Argonaut Insurance Company (Argo Group International Holdings, Ltd)	\$63,635.00	10 %	Trident Insurance Services	No
Equipment Breakdown	Hartford Steam Boiler Inspection & Insurance Co. (Munich Re America Corporation Group)	\$4,094.00	20 %	Risk Placement Services	Yes
Crime	Citizens Insurance Company of America (Hanover Insurance Companies)	\$2,583.00	20 %	Arthur J Gallagher - Bond Department	Yes
Umbrella	Argonaut Insurance Company (Argo Group International Holdings, Ltd) Argonaut Great Central Insurance Company (Argo Group)	\$7,493.00	10 %	Trident Insurance Services	No
Workers Compensation	Illinois Public Risk Fund (Illinois Public Risk Fund)	\$57,129.00	10 %	Boyle, Flagg & Seaman Inc.	No
Cyber Liability	BCS Insurance Company	\$2,236.00	15 %	Risk Placement Services	Yes
OPTIONAL Cyber Liability & Data compromise	Argonaut Insurance Company (Argo Group International Holdings, Ltd)	\$1,888.00	10 %	Trident Insurance Services	No



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## Village of Hampshire

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### Bindable Quotations & Compensation Disclosure Schedule (Cont.)

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the Compensation Disclosure or contact your Gallagher representative for additional information.

1 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

2 The commission rate is a percentage of annual premium excluding taxes & fees.

\* Gallagher is receiving \_\_\_\_\_% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

3 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler

4 \* The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 1.2%, but we cannot verify that range is applicable in connection with this proposal.

## Village of Hampshire

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## Forms

## **EMPLOYMENT PRACTICES LIABILITY COVERAGE PART – PUBLIC ENTITY EMPLOYEES**

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In return for the payment of premium and subject to the terms and conditions of this policy, we agree with you as follows:

### **INTRODUCTION**

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words *you* and *your* refer to the *Public Entity shown first as Named Insured in the Declarations*. The words *we*, *us* and *our* refer to the company providing this insurance.

The word *insured* means any person or organization qualifying as such under WHO IS AN INSURED (Section II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section VI).

## **SECTION I – COVERAGES**

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### **A. Insuring Agreement**

We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as damages because of a "wrongful employment act" committed anywhere in the world to which this insurance applies. This insurance DOES NOT apply to any "claim" resulting from a "wrongful employment act" that commenced prior to the Retroactive Date shown in the declarations.

This insurance applies only to a "claim" for "damages" first made against any insured during the policy period or any Extended Reporting Period we provide under SECTION V EXTENDED REPORTED PERIODS. A "claim" will be deemed to have been made when notice of such "claim" is received and recorded by you or your "designee" or by us, whichever comes first.

All "claims" arising out of the same "wrongful employment act" will be deemed to have been made at the time the first of those "claims" is made against any insured.

We will have the right and duty to defend the insured against any "suit" seeking "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for a "wrongful employment act" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful employment act" and settle any "claim" or "suit" that may result. However:

- a. The amount we will pay for "damages" is limited as described in Section III Limits Of Insurance And Deductible; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments (Section I. C.).

### **B. Exclusions**

This insurance does not apply to:

1. Any "claim", or any portion of any "claim", alleging "bodily injury", "property damage", "personal injury", "advertising injury" or "employee benefits injury".

2. Any "claim" arising out of a breach of contract, including but not limited to amounts owed under any written employment-related contract or agreement or liability assumed under any contract or agreement.
3. Any "claim" arising out of:
  - a. a dishonest, malicious, fraudulent or criminal act, error or omission by any person, or
  - b. a knowing violation of any law, statute or governmental regulation.

This exclusion applies only to the insured(s) who committed or had knowledge of the fraudulent, criminal or dishonest act, error, omission or violation of law. However if it is later established by a judgment or other final adjudication that the was not proven, we will reimburse the insured for the reasonable costs of defense

4. Any civil or criminal fines or penalties levied by any federal, state or local governmental regulatory agency or court.
5. Any "claim" arising out of:
  - a. Any collective bargaining agreements; or
  - b. Any lockout, strike, picket line, replacement of workers or other labor disputes or labor negotiations, union grievances or any "claim" filed by or on behalf of a union.
6. Any "claim" arising out of any liability based upon or attributable to any insured gaining profit, advantage, or remuneration to which that insured is not legally entitled.
7. Any "claim" arising out of any obligation of the insured under the following laws and any subsequent amendments thereto, or any similar laws, rules or regulations:
  - a. Fair Labor Standards Act.
  - b. National Labor Relations Act
  - c. Worker Adjustment and Retraining Notification Act.
  - d. Consolidated Omnibus Budget Reconciliation Act of 1985.
  - e. Employee Retirement Income Security Act of 1974.
  - f. The Pension Benefit Act,
  - g. The Occupational Safety and Health Act
  - h. Section 89 of the Internal Revenue Code

8. Any "claim" arising out of disputes over benefits made by anyone including any beneficiary, related to their employment or application for employment by you. This includes, but is not limited to, an employee benefit plan, welfare plan, retirement plan, self insurance fund, or any obligation under the Employee Retirement Income Security Act, or COBRA, and any subsequent amendments thereto or any similar local, state or federal law or regulation.
9. Any "claim" arising out of the cost of employment reinstatement, continued employment or complying with any order for, grant of, or agreement to provide injunctive or other non-monetary relief.
10. Any "claim" for relief that is equitable in nature and is not payable in money, or any request for equitable or injunctive relief, or the insured's cost to comply with any such non-monetary relief.

The most we will pay to defend any "suit" that is solely seeking non-monetary or equitable or injunctive relief is limited under Supplementary Payments (Section I.C.).

If a "suit" seeks both monetary damages and non-monetary relief, we will defend the "suit".

11. Any "claim" arising out of:
  - a. Any prior and/or pending litigation as of the effective date of this Coverage Part set forth in the Declarations, or

- b. Any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the legal theory upon which such "claim" is predicated.

12. Any "claim" arising out of:

- a. The activities or operations of any school, school board, school district, or other similar educational unit, entity or institutions;
- b. The activities or operations of any boards, commissions, agencies, authorities, administrative departments or other similar units operated by, under the jurisdiction, and within the budget of an entity described in 1 above;
- c. The liability of any insured for their administration, supervision or oversight of any person, entity, department, agency, or institution described in 1 or 2 above.

### C. Supplementary Payments

1. We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$300 a day because of time off from work.
  - d. All costs taxed against the insured in the "suit" that result from a verdict covered by this policy.
  - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Our obligation to defend an insured and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

2. Non-Monetary Defense Limit

- a. The most we will pay for defense costs, to defend any and all "suits" brought that are solely seeking non-monetary or equitable or injunctive relief and/or for legal fees awarded to the plaintiff in such "suits" is \$50,000 per "suit". The most we will pay is \$50,000 in the aggregate for the policy period.
- b. We will not pay to defend any "suits" initiated by a governmental entity that are solely seeking non-monetary or equitable or injunctive relief.

This limit only applies when the "suit" would otherwise be covered by this Coverage Part, but for the fact it solely seeks non-monetary damages.

3. Equal Employment Opportunity Commission (EEOC) Defense Limit

While not a "claim" for "damages" otherwise covered by this Coverage Part, if we receive notification from you that an EEOC complaint has been filed against you during the policy period:

The most we will pay for defense costs to respond to an EEOC complaint or to attend related hearings and/or for legal fees that are awarded to a complainant is \$10,000 in excess of \$2,500 for each EEOC complaint that is filed against you. The most we will pay to defend any and all EEOC complaints filed against you during the policy period is \$50,000 in the aggregate.

These payments will not reduce the Limits of Insurance.

## **SECTION II – WHO IS AN INSURED**

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You are an insured and,

Each of the following is an insured but only for acts that are both within the scope of his or her duties for you, and motivated, at least in part, by a purpose to serve you:

1. Any member of the governing body of the named insured.
2. Any board, commission, agency, authority, administrative department, or other similar unit operated by you and under your jurisdiction and within your budget.
3. All your past, present, and future elected, appointed, or employed officials..
4. Any employee or authorized volunteer of the named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture, or any other entity, that is not shown as a named insured in the Declarations.

## **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE**

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1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds; or
  - b. "Claims" made or "suits" brought; or
  - c. Persons or organizations making "claims" or bringing "suits".
2. The most we will pay for all "claims", "suits" or actions covered by this Coverage Part is the ANNUAL AGGREGATE shown in the Declarations.
3. Subject to 2. above, the Each "Wrongful Employment Act" Limit is the most we will pay for the sum of all "damages" arising out of any one "wrongful employment act".
4. Deductible
  - a. Our obligation to pay "damages" on your behalf and to pay "loss adjustment expense" applies only to the amount of "damages" and "loss adjustment expense" in excess of the Deductible shown in the Declarations. The Deductible shown in the Declarations applies to the total amount of all "damages" and related "loss adjustment expense" because of all "claims" resulting from any one "wrongful employment act".
  - b. The terms of this insurance, including those with respect to:
    - i. Our right and duty to defend any "suits" seeking those "damages"; and
    - ii. Your duties in the event of a "wrongful employment act", "claim", or "suit"Apply irrespective of the application of the Deductible amount.
  - c. We may pay any part, or all, of the Deductible amount applicable to "damages" and "loss adjustment expense" to effect settlement of any "claim" or "suit", and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.



If we file suit seeking recovery for amounts paid by us as a deductible which is to be reimbursed by you, then you are responsible for all costs of collection, including reasonable attorney's fees and interest on the amount in question in the full amount allowed by law.

#### 5. Back Wages Limit

Subject to the Aggregate Limit shown in the Declarations, the Back Wages Limit shown in the Declarations, after payment of the Back Wages Deductible shown in the Declarations, is the most we will pay under this Coverage Part for the sum of all "back wages" for any one "wrongful employment act", regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits" brought; or
- c. Persons or organizations making "claims" or bringing "suits".

This limit does not apply unless an amount is shown in the Declarations.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Coverage Part period shown in the Declarations, unless the Coverage Part period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## SECTION IV - CONDITIONS

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### A. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### B. Duties of the Named Insured

1. The Named Insured in the Declarations, or if multiple entities are named, the first of such entities, shall be the sole agent, and shall act on behalf, of each insured with respect to all matters under this Coverage Part, including but not limited to:
  - a. Giving notice of any "claim";
  - b. Giving or receiving notice of cancellation;
  - c. Receiving any other written notice or correspondence from us;
  - d. Consenting to the settlement of any "suit";
  - e. The receipt and acceptance of this Coverage Part and any endorsements to this Coverage Part;
  - f. The payment of any premium due under this Coverage Part;
  - g. The receipt of any return premiums that may become due under this Coverage Part; and
  - h. The exercise of any rights under Section V Extended Reporting Periods; and
2. Each insured agrees that the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, shall act on their behalf.

### C. Duties In The Event Of A "Claim", "Suit" or "Wrongful Employment Act"

1. You must see to it that we are notified of a "wrongful employment act" which may result in a "claim" covered by this Coverage Part as soon as practicable *after* the "wrongful employment act" is known by you, or your "designee".

To the extent possible, notice should include:

- a. How, when and where the "wrongful employment act" took place;
- b. The names and addresses of any injured persons or witnesses; and



- c. The nature and location of any injury or damage arising out of the "wrongful employment act".

Notice of a "wrongful employment act" is not notice of a "claim".

2. If a "claim" is made or "suit" is brought against any insured, you must:
  - a. Record the specifics of the "claim" or "suit" and the date received as soon as you, or your "designee" is notified of it;
  - b. Notify us as soon as practicable after you or your "designee" learns of the "claim" or "suit".

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

3. You and any other involved insured must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
  - b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
  - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
5. Notice given by or on behalf of:
  - a. The insured;
  - b. The injured person;
  - c. Any other claimant;

to a licensed agent of ours with particulars sufficient to identify the insured shall be deemed notice to us.

#### **D. Assignment**

Assignment of interest under this Coverage Part shall not bind us until our consent is endorsed hereon; however, subject otherwise to the terms hereof, this Coverage Part shall cover the estate, heirs, legal representative or assigns of the insured in the event of the insured's death, bankruptcy, insolvency or being adjudged incompetent.

#### **E. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### **F. Other Insurance**

The insurance provided by this Coverage Part is excess over any other collectible insurance. We will have no duty to defend the insured against any "suit" or "claim" for "damages" if any other insurer has a duty to defend the insured against that "suit".

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

1. The total amount that all other insurance would pay in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under the other insurance.

If we share the loss, we will do so by equal share contribution if allowed by the other insurance. If equal share contribution is not permitted, we will contribute by the ratio our limit bears to the total applicable limits of all insurance.

#### **G. Conformity to Statute**

This Coverage Part is intended to be in full conformity with the laws of the state in which it is issued. If any provision of this Coverage Part (including endorsements which modify the Coverage Part) conflicts with any law, it is changed to comply with that law.

#### **H. Premium Audit**

Unless required by law, premiums for this Coverage Part shall not be subject to audit.

#### **I. Consent To Settle**

We will not settle any "suit" without your consent. If, however, you refuse to consent to any settlement recommended by us and elect to contest the "claim" or to continue any legal proceedings in connection with such "claim," then:

1. We will not be obligated to pay defense costs incurred by you subsequent to such refusal, and
2. If a settlement or adverse judgment occurs subsequent to such refusal, we will not be obligated to pay any amount in excess of the amount for which the "claim" could have been settled prior to such refusal.

Such amounts are subject to the provisions of Section III Limits of Insurance and Deductible of this Coverage Part.

#### **J. Representations**

By accepting this Coverage Part, you agree:

1. The application and the declarations are the basis of this Coverage Part and are to be considered as incorporated in and constituting part of this Coverage Part.
2. The statements in your application are accurate and complete;
3. Those statements are representations you made to us; and
4. We have issued this Coverage Part in reliance upon your representations.

#### **K. Transfer Of Rights Of Recovery Against Others To Us**

If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. No insured should do anything after a "wrongful employment act" to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### **L. When We Do Not Renew**

If we decide not to renew this Coverage Part we will mail or deliver to the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing as required by state law will be sufficient proof of notice. Proof of mailing requirements may vary by state.

#### **M. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom "claim" is made or "suit" is brought.

**N. Title of Paragraphs**

The titles of the various paragraphs of this Coverage Part and endorsements, if any, attached to this Coverage Part, are inserted solely for convenience or reference and are not deemed in any way to affect the provisions to which they relate.

**SECTION V - EXTENDED REPORTING PERIODS**

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A. We will provide one or more Extended Reporting Periods, as described below, if:

1. This Coverage Part is cancelled or not renewed; or
2. We renew or replace this Coverage Part with insurance that:
  - a. Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
  - b. Does not apply to "wrongful employment acts" on a claims-made basis.

B. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for:

1. "Wrongful Employment Acts" that first occur before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect Extended Reporting Periods may not be cancelled.

C. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days. Please refer to Section IV - Conditions, C. Duties in the Event of a "Claim", "Suit" or "Wrongful Employment Act", for your responsibilities when reporting an incident to us. The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

D. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

E. A Supplemental Extended Reporting Period of 12, 24 or 36 months is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraphs C. and D. above, ends.

1. You must give us a written request for the endorsement within 90 days after the end of the policy period. If you have chosen to purchase a Supplemental Extended Reporting Period for a period of less than 36 months, you may extend the period for up to a combined total of 36 months if you request the extension in writing no later than 60 days before the expiration of the Supplemental Extended Reporting Period originally elected.
2. The Supplemental Extended Reporting Period(s) will not go into effect unless you pay the additional premium, determined in accordance with our rates, promptly when due. The additional premium for each 12-month Supplemental Extended Reporting Period will be equal to 50% of the annual premium for this Coverage Part.
3. The insurance afforded for "claims" first made during the Supplemental Extended Reporting period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period(s) starts.

F. The Limit of Liability that applies to the Supplemental Extended Reporting period is equal to the limit entered on the declarations in effect at the end of the policy period.

## SECTION VI - DEFINITIONS

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1. "Advertising Injury" means
  - a. The use of another's advertising idea in your advertisement; or
  - b. Infringement of copyright, patent, slogan, trademark, trade secret, trade dress, or other intellectual property rights.
2. "Back wages" means wages that would have been earned in the past if a person had been employed or promoted or received a wage increase. "Back wages", as used in this Coverage Part, includes future wages and overtime, but "back wages" does not include:
  - a. Any wage loss resulting from any lockout, strike, picket line, replacement of workers or other similar actions in connection with labor disputes, labor negotiations, or collective bargaining agreements; or
  - b. Any future wages or other compensation paid to reinstated or rehired "employees" or claimants due and payable beyond the date of reinstatement or rehire.
3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time.
4. "Claim" means written or oral demand, including a "suit", to hold the insured responsible for an alleged or actual "wrongful employment act" where payment of "damages" is sought.
5. "Damages" means money damages including "back wages". "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute. "Damages" does not include punitive damages, unless required by state law.
6. "Designee" means one of your officers, your legal department or an employee you designate to give notice to us.
7. "Employee" includes a "leased worker".
8. "Employee Benefits Injury" means injury that arises out of any act, error or omission in the administration of your "Employee Benefit Programs" or alleged violation of any employment related state or federal code, regulation or statute.
9. "Employee Benefits Programs" means a program or programs of employee benefits maintained in connection with your business or operations, such as but not limited to, Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workers Compensation, Unemployment Insurance, Social Security and Disability Benefits.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.
11. "Loss adjustment expense" means expenses allocated to a specific loss, "claim" or "suit" we incur or the insured incurs with our consent for the investigation, negotiation, arbitration, adjustment, settlement or defense of any "claim" or suit, whether paid by us or by the insured with our consent. "Loss adjustment expense" does not include salaries and expenses of our employees.
12. "Personal Injury" means:
  - a. False arrest, detention, imprisonment, abuse of process or malicious prosecution.
  - b. Wrongful entry or eviction, or other invasion of the right of private occupancy.
13. "Property Damage" means:
  - a. Physical injury to tangible property including all resulting loss of use of that property; or

- b. Loss of use of personal property that is not physically injured; or
  - c. Disappearance of tangible property (including money).
  - d. Impairment, deprivation or destruction of property, including loss of use thereof, resulting from proceedings in eminent domain, adverse possession, unlawful or unconstitutional taking of property or inverse condemnation, by whatever named called.
14. "Suit" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which "damages" may be awarded and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which "damages" may be awarded and to which the insured submits with our consent.
15. "Volunteer " means a person who:
- a. Is not an "employee" of any insured; or
  - b. Donates his or her work; or
  - c. Acts at the direction of, and within the scope of duties determined by, an insured; and
  - d. Is not paid a fee, salary or other compensation by any insured or anyone else for their work performed for the insured.
16. "Wrongful employment act" means any actual or alleged wrongful dismissal, discharge, termination of employment, wrongful failure or refusal to employ or to promote, or violation of employment discrimination or workplace harassment laws.

All such acts, errors or omissions committed by one or more insureds that are substantially the same or are in any way directly or indirectly related – either logically, causally or temporally – shall be deemed to constitute one Wrongful Employment Act, regardless of the number of "claims" or claimants. The entire Wrongful Employment Act will be considered to have been committed on the date of the first act, error or omission.

## **PUBLIC OFFICIALS LIABILITY COVERAGE PART**

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Various provisions in this *Coverage Part* restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words *you* and *your* refer to the *Public Entity shown first as Named Insured in the Declarations*. The words *we*, *us* and *our* refer to the company providing this insurance.

The word *insured* means any person or organization qualifying as such under WHO IS AN INSURED (Section II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section VI).

### **SECTION I – COVERAGES**

---

#### **A. Insuring Agreement**

We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as "damages" because of a "wrongful act" committed anywhere in the world to which this insurance applies. This insurance DOES NOT apply to any "claim" resulting from a "wrongful act" that commenced prior to the Retroactive Date shown in the declarations.

This insurance applies only to a "claim" for "damages" first made against any insured during the policy period or any Extended Reporting Period we provide under SECTION V EXTENDED REPORTED PERIODS. A "claim" will be deemed to have been made when notice of such "claim" is received and recorded by you or your "designee" or by us, whichever comes first;

All "claims" arising out of the same "wrongful act" will be deemed to have been made at the time the first of those "claims" is made against any insured.

We will have the right and duty to defend the insured against any "suit" seeking "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any "claim" or "suit" that may result. However:

- a. The amount we will pay for "damages" is limited as described in Section III Limits Of Insurance And Deductible; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments (Section I. C.).

#### **B. Exclusions**

This insurance does not apply to:

1. Any "claim", or any portion of any "claim", alleging "bodily injury", "property damage", "personal injury", "advertising injury" or "employee benefits injury".
2. Any "claim" arising out of:
  - a. The issuance of bonds; or
  - b. Tax assessment or valuation of real, business or personal property; and/or
  - c. Tax collection.
3. Any "claim" arising out of:



- a. a breach of contract; or
  - b. construction, architectural or engineering contracts, faulty preparation of bid specifications or any other procurement contract; or
  - c. liability which the insured has assumed in a contract or agreement, except mutual aid agreements between political subdivisions. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.
4. Any "claim" made by, on behalf of, or for the benefit of the named insured against an "employee" or official of the named insured.
5. Any "claim" flowing from or originating out of:
- a. a dishonest, malicious, fraudulent or criminal act, error or omission by any person, or
  - b. a knowing violation of any law, statute or governmental regulation.
- This exclusion applies only to the insured(s) who committed or had knowledge of the fraudulent, criminal or dishonest act, error, omission or violation of law. However if it is later established by a judgment or other final adjudication that the allegation was not proven, we will reimburse the insured for the reasonable costs of defense
6. Any "claim" arising out of any failure or omission to purchase or to maintain insurance coverage or any self-insurance fund.
7. Any "claim", or any portion of any "claim", seeking "damages" for emotional distress or mental anguish.
8. Any "claim" arising out of employment or application for employment with any insured, or any other employment related policies or practices.
9. Any civil or criminal fines or penalties levied by any federal, state or local governmental regulatory agency or court.
10. Any "claim" arising out of:
- a. Any collective bargaining agreements; or
  - b. Any lockout, strike, picket line, replacement of workers or other labor disputes or labor negotiations, union grievances or any "claim" filed by or on behalf of a union.
11. Any "claim" based upon or attributable to an insured gaining any profit, advantage, or remuneration to which that insured is not legally entitled.
12. Any claim arising out of:
- a. Any prior and/or pending litigation as of the effective date of this Coverage Part set forth in the Declarations, or
  - b. Any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the legal theory upon which such claim is predicated.
13. Any "claim" arising out of the:
- a. Actual or threatened sexual abuse or molestation or any other types of improper sexual acts or
  - b. The negligent:
    - i. Employment; or
    - ii. Investigation; or
    - iii. Supervision; or
    - iv. Reporting to the proper authorities or failure to so report; or
    - v. Retention;



Of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph a. above;

- c. Failure to protect any person from any acts or conduct described in a. above.

- 14. Any "claim" for relief that is equitable in nature and is not payable in money, or any request for equitable or injunctive relief, or the insured's cost to comply with any such non-monetary relief.

If a "suit" seeks both monetary "damages" and non-monetary relief, we will defend the "suit".

### C. Supplementary Payments

- 1. We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$300 a day because of time off from work.
  - d. All costs taxed against the insured in the "suit" that resulted from a verdict covered by this policy.
  - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the Limits of Insurance.

Our obligation to defend an insured and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

## SECTION II – WHO IS AN INSURED

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You are an insured, and

Each of the following is an insured but only for acts that are both within the scope of his or her duties for you, and motivated, at least in part, by a purpose to serve you:

- 1. Any member of the governing body of the named insured.
- 2. Any board, commission, agency, authority, administrative department, or other similar unit operated by you and under your jurisdiction and within your budget.
- 3. All your past, present, and future elected, appointed, or employed officials.
- 4. Any "employee" or authorized "volunteer" of the named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a named insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE

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1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds; or
  - b. "Claims" made or "suits" brought; or
  - c. Persons or organizations making "claims" or bringing "suits".
2. The most we will pay for all "claims", "suits" or actions covered by this Coverage Part is the ANNUAL AGGREGATE shown in the Declarations.
3. Subject to 2. above, the Each Wrongful Act Limit is the most we will pay for the sum of all "damages" arising out of any one "wrongful act".
4. Deductible
  - a. Our obligation to pay "damages" on your behalf and to pay "loss adjustment expense" applies only to the amount of "damages" and "loss adjustment expense" in excess of the Deductible shown in the Declarations. The Deductible shown in the Declarations applies to the total amount of all "damages" and related "loss adjustment expense" because of all "claims" resulting from any one "wrongful act".
  - b. The terms of this insurance, including those with respect to:
    - i. Our right and duty to defend any "suits" seeking those "damages"; and
    - ii. Your duties in the event of a "wrongful act", "claim", or "suit"Apply irrespective of the application of the Deductible amount.
  - c. We may pay any part, or all, of the Deductible amount applicable to "damages" and "loss adjustment expense" to effect settlement of any "claim" or "suit", and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.

If we file suit seeking recovery for amounts paid by us as a deductible which is to be reimbursed by you, then you are responsible for all costs of collection, including reasonable attorney's fees and interest on the amount in question in the full amount allowed by law.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV - CONDITIONS

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#### A. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### B. Duties of the Named Insured

1. The Named Insured in the Declarations, or if multiple entities are named, the first of such entities, shall be the sole agent, and shall act on behalf, of each insured with respect to all matters under this Coverage Part, including but not limited to:
  - a. Giving notice of any "claim";
  - b. Giving or receiving notice of cancellation;
  - c. Receiving any other written notice or correspondence from us;

- d. Consenting to the settlement of any "suit";
  - e. The receipt and acceptance of this Coverage Part and any endorsements to this Coverage Part;
  - f. The payment of any premium due under this Coverage Part;
  - g. The receipt of any return premiums that may become due under this Coverage Part; and
  - h. The exercise of any rights under Section V Extended Reporting Periods; and
2. Each insured agrees that the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, shall act on their behalf.

**C. Duties In The Event Of A "Claim", "Suit" or "Wrongful Act"**

1. You must see to it that we are notified of a "wrongful act" which may result in a "claim" covered by this Coverage Part as soon as practicable *after* the "wrongful act" is known by you, or your "designee".

To the extent possible, notice should include:

- a. How, when and where the "wrongful act" took place;
- b. The names and addresses of any injured persons or witnesses; and
- c. The nature and location of any injury or damage arising out of the "wrongful act".

Notice of a "wrongful act" is not notice of a "claim".

2. If a "claim" is made or "suit" is brought against any insured, you must:
- a. Record the specifics of the "claim" or "suit" and the date received as soon as you, or your "designee" is notified of it;
  - b. Notify us as soon as practicable after you or your "designee" learns of the "claim" or "suit".

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

3. You and any other involved insured must:
- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
  - b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
  - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent

5. Notice given by or on behalf of:

- a. The insured;
- b. The injured person;
- c. Any other claimant;

to a licensed agent of ours with particulars sufficient to identify the insured shall be deemed notice to us.

**D. Assignment**

Assignment of interest under this Coverage Part shall not bind us until our consent is endorsed hereon; however, subject otherwise to the terms hereof, this Coverage Part shall cover the estate, heirs, legal representative or assigns of the insured in the event of the insured's death, bankruptcy, insolvency or being adjudged incompetent.

**E. Legal Action Against Us.**

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**F. Other Insurance**

The insurance provided by this Coverage Part is excess over any other collectible insurance. We will have no duty to defend the insured against any "suit" or "claim" for "damages" if any other insurer has a duty to defend the insured against that "suit".

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

1. The total amount that all other insurance would pay in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under the other insurance.

If we share the loss, we will do so by equal share contribution if allowed by the other insurance. If equal share contribution is not permitted, we will contribute by the ratio our limit bears to the total applicable limits of all insurance.

**G. Conformity to Statute**

This Coverage Part is intended to be in full conformity with the laws of the state in which it is issued. If any provision of this Coverage Part (including endorsements which modify the Coverage Part) conflicts with any law, it is changed to comply with that law.

**H. Premium Audit**

Unless required by law, premiums for this Coverage Part shall not be subject to audit.

**I. Consent To Settle**

We will not settle any "suit" without your consent. If, however, you refuse to consent to any settlement recommended by us and elect to contest the "claim" or to continue any legal proceedings in connection with such "claim," then:

1. We will not be obligated to pay defense costs incurred by you subsequent to such refusal and
2. If a settlement or adverse judgment occurs subsequent to such refusal, we will not be obligated to pay any amount in excess of the amount for which the "claim" could have been settled prior to such refusal.

Such amounts are subject to the provisions of Section III Limits of Insurance and Deductible of this Coverage Part.

**J. Representations**

By accepting this Coverage Part, you agree:

1. The application and the declarations are the basis of this Coverage Part and are to be considered as incorporated in and constituting part of this Coverage Part.

2. The statements in your application are accurate and complete;
3. Those statements are representations you made to us; and
4. We have issued this Coverage Part in reliance upon your representations.

**K. Transfer Of Rights Of Recovery Against Others To Us**

If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. No insured should do anything after a "wrongful act" to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**L. When We Do Not Renew**

If we decide not to renew this Coverage Part we will mail or deliver to the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing as required by state law will be sufficient proof of notice. Proof of mailing requirements may vary by state.

**M. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom "claim" is made or "suit" is brought.

**N. Title of Paragraphs**

The titles of the various paragraphs of this Coverage Part and endorsements, if any, attached to this Coverage Part, are inserted solely for convenience or reference and are not deemed in any way to affect the provisions to which they relate.

**SECTION V - EXTENDED REPORTING PERIODS**

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A. We will provide one or more Extended Reporting Periods, as described below, if:

1. This Coverage Part is cancelled or not renewed; or
2. We renew or replace this Coverage Part with insurance that:
  - a. Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
  - b. Does not apply to "wrongful acts" on a claims-made basis.

B. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for:

1. "Wrongful Acts" that first occur before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect Extended Reporting Periods may not be cancelled.

C. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days. Please refer to Section IV - Conditions, C. Duties in the Event of a "Claim", "Suit" or "Wrongful Act", for your responsibilities when reporting an incident to us. The Basic Extended Reporting Peri-

od does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

- D. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- E. A Supplemental Extended Reporting Period of 12, 24 or 36 months is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraphs C. and D. above, ends.
  - 1. You must give us a written request for the endorsement within 90 days after the end of the policy period. If you have chosen to purchase a Supplemental Extended Reporting Period for a period of less than 36 months, you may extend the period for up to a combined total of 36 months if you request the extension in writing no later than 60 days before the expiration of the Supplemental Extended Reporting Period originally elected.
  - 2. The Supplemental Extended Reporting Period(s) will not go into effect unless you pay the additional premium, determined in accordance with our rates, promptly when due. The additional premium for each 12-month Supplemental Extended Reporting Period will be equal to 50% of the annual premium for this Coverage Part.
  - 3. The insurance afforded for "claims" first made during the Supplemental Extended Reporting period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period(s) starts.
- F. The Limit of Liability that applies to the Supplemental Extended Reporting period is equal to the limit entered on the declarations in effect at the end of the policy period.

## SECTION VI - DEFINITIONS

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- A. "Advertising Injury" means
  - 1. The use of another's advertising idea in your advertisement; or
  - 2. Infringement of copyright, patent, slogan, trademark, trade secret, trade dress, or other intellectual property rights.
- B. "Bodily Injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time.
- C. "Claim" means written or oral demand, including a "suit", to hold the insured responsible for an alleged or actual wrongful act where payment of "damages" is sought.
- D. "Damages" means money "damages". "Damages" does not include any amount awarded as liquidated "damages" pursuant to any federal or state statute. "Damages" does not include punitive "damages", unless required by state law.
- E. "Designee" means one of your officers, your legal department or an employee you designate to give notice to us.
- F. "Employee(s)" includes a "leased worker".
- G. "Employee Benefits Injury" means injury that arises out of any act, error or omission in the administration of your "Employee Benefit Programs" or alleged violation of any employment related state or federal code, regulation or statute.
- H. "Employee Benefits Programs" means a program or programs of employee benefits maintained in connection with your business or operations, such as but not limited to, Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workers Compensation, Unemployment Insurance, Social Security and Disability Benefits.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.
- J. "Loss adjustment expense" means expenses allocated to a specific loss, "claim" or "suit" we incur or the insured incurs with our consent for the investigation, negotiation, arbitration, adjustment, settlement or defense of any "claim" or



suit, whether paid by us or by the insured with our consent. "Loss adjustment expense" does not include salaries and expenses of our employees.

K. "Personal Injury" means:

1. False arrest, detention, imprisonment, abuse of process or malicious prosecution.
2. Wrongful entry or eviction, or other invasion of the right of private occupancy.
3. Defamation in any form or oral or written publication, in any manner, of material that violates a person's right of privacy;

L. "Property Damage" means:

1. Physical injury to tangible property including all resulting loss of use of that property; or
2. Loss of use of personal property that is not physically injured; or
3. Disappearance of tangible property (including money).
4. Impairment, deprivation or destruction of property, including loss of use thereof, resulting from proceedings in eminent domain, adverse possession, unlawful or unconstitutional taking of property or inverse condemnation, by whatever name called.

M. "Suit(s)" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:

1. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.

N. "Volunteer" means a person who:

1. Is not an "employee" of any insured; and
2. Donates his or her work; and
3. Acts at the direction of, and within the scope of duties determined by, an insured; and
4. Is not paid a fee, salary or other compensation by any insured or anyone else for their work performed for the insured.

O. "Wrongful Act" means any actual or alleged error, omission or breach of duty committed by any insured. All acts, errors or omissions committed by one or more insureds that are substantially the same or are in any way directly or indirectly related -- either logically, causally or temporally -- shall be deemed to constitute one wrongful act, regardless of the number of "claims" or claimants.





**BCS INSURANCE COMPANY**  
2 Mid America Plaza, Suite 200  
Oakbrook Terrace, Illinois 60181

**NOTICE: THIS POLICY IS LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST YOU AND NOTIFIED TO US DURING THE POLICY PERIOD (OR EXTENDED REPORTING PERIOD, IF APPLICABLE) AS REQUIRED HEREIN, AND LOSS FROM EVENTS THAT FIRST OCCUR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD THAT YOU FIRST LEARN OF AND REPORT TO US DURING THE POLICY PERIOD AS REQUIRED HEREIN. CLAIM EXPENSES SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION(S). TERMS THAT APPEAR IN "QUOTATIONS" HAVE SPECIAL MEANINGS. SEE THE DEFINITIONS FOR MORE INFORMATION. PLEASE READ THIS POLICY CAREFULLY.**

**CYBER AND PRIVACY LIABILITY POLICY FORM**  
94.200 (06/17)

In consideration of the payment of the premium and reliance upon the statements made by "You" in the "Application" and subject to the Limit of Liability, exclusions, conditions and other terms of this Policy, it is agreed as follows:

**I. COVERAGES**

**A. PRIVACY LIABILITY (INCLUDING EMPLOYEE PRIVACY)**

"We" shall pay on "Your" behalf "Damages" and "Claim Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Claim" first made against "You" and reported to "Us" during the "Policy Period" or "Extended Reporting Period" arising out of a "Privacy Wrongful Act" occurring after the "Retroactive Date" and before the end of the "Policy Period", harming any third (3rd) party or "Employee".

**B. PRIVACY REGULATORY CLAIMS COVERAGE**

"We" shall pay on "Your" behalf "Regulatory Fines", "Consumer Redress Funds" and "Claim Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Regulatory Claim" first made against "You" and reported to "Us" during the "Policy Period" or "Extended Reporting Period" arising out of a "Privacy Wrongful Act" occurring after the "Retroactive Date" and before the end of the "Policy Period".

**C. SECURITY BREACH RESPONSE COVERAGE**

"We" shall pay on "Your" behalf any "Breach Response Costs" in excess of the applicable retention that are incurred in the event of a "Security Breach" with respect to "Private Information".

"We" will not make any payment under this Coverage unless the "Security Breach" first occurs after the "Retroactive Date" and before the end of the "Policy Period" and "You" first learn of the "Security Breach" during the "Policy Period" and report the "Security Breach" to "Us" as soon as practicable within the "Policy Period".

#### **D. SECURITY LIABILITY**

"We" shall pay on "Your" behalf "Damages" and "Claim Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Claim" first made against "You" and reported to "Us" during the "Policy Period" or "Extended Reporting Period" arising out of a "Security Wrongful Act" occurring after the "Retroactive Date" and before the end of the "Policy Period".

#### **E. MULTIMEDIA LIABILITY**

"We" shall pay on "Your" behalf "Damages" and "Claims Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Claim" first made against "You" and reported to "Us" during the "Policy Period" or "Extended Reporting Period" arising out of a "Multimedia Wrongful Act" occurring after the "Retroactive Date" and before the end of the "Policy Period".

#### **F. CYBER EXTORTION**

"We" shall reimburse "You" for the "Cyber-Extortion Expenses and Cyber-Extortion Payments" that "You" actually pay in excess of the applicable retention directly resulting from a "Cyber-Extortion Threat" that "You" first receive and report to "Us" as soon as practicable during the "Policy Period".

#### **G. BUSINESS INCOME AND DIGITAL ASSET RESTORATION**

1. "We" shall pay the "Business Income Loss" that "You" sustain during a "Period of Restoration" resulting directly from a "Network Disruption" that commences during the "Policy Period", but only if the duration of such "Period of Restoration" exceeds the "Waiting Period" set forth in the Declarations, and such "Network Disruption" results solely and directly from a "Security Compromise" that first occurs after the "Retroactive Date" and before the end of the "Policy Period" and "You" first learn of the "Security Compromise" during the "Policy Period" and report the "Security Compromise" to "Us" as soon as practicable within the "Policy Period".
2. "We" shall reimburse "You" for the "Restoration Costs" that "You" incur because of the alteration, destruction, damage or loss of "Digital Assets" that commences during the "Policy Period" resulting solely and directly from a "Security Compromise", but only if such "Security Compromise" first occurs on or after the "Retroactive Date" and before the end of the "Policy Period" and "You" first learn of the "Security Compromise" during the "Policy Period" and report the "Security Compromise" to "Us" as soon as practicable within the "Policy Period".
3. "We" shall pay the "Reputation Business Income Loss" that "You" sustain following a "Security Breach" or "Network Disruption", but only if such "Security Breach" or "Network Disruption" first occurs on or after the "Retroactive Date" and before the end of the "Policy Period" and "You" first learn of the "Security Breach" or "Network Disruption" during the "Policy Period" and report the "Security Breach" or "Network Disruption" to "Us" as soon as practicable within the "Policy Period".

#### **H. PCI DSS ASSESSMENT**

"We" shall pay on "Your" behalf "Damages" and "Claims Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "PCI DSS Assessment" first made against "You" and reported to "Us" during the "Policy Period" or "Extended Reporting Period".



arising out of a "PCI DSS Wrongful Act" occurring after the "Retroactive Date" and before the end of the "Policy Period".

## II. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS

- A. "We" shall have the right and duty to defend, subject to the "Policy Aggregate Limit" and applicable "Sublimits of Liability", exclusions and other terms and conditions of this Policy, any "Claim" against "You" seeking "Damages" which are potentially payable under the terms of this Policy, even if any of the allegations of the "Claim" are groundless, false, or fraudulent.

"You" and "We" shall mutually agree on counsel to defend "Claims". "You" shall not formally appoint defense counsel without "Our" consent, which shall not be unreasonably withheld. However, in the absence of such agreement, "Our" choice of counsel decision shall control. "We" agree that "You" may settle any "Claim" where the "Damages" and "Claims Expenses" do not exceed fifty percent % (50%) of the applicable retention, provided that the entire "Claim" is resolved and "You" receive a full release from all claimants.

"We" shall have the right to make any investigation We deem necessary, including without limitation, any investigation with respect to the "Application" and statements made in the "Application" and with respect to potential coverage.

The "Policy Aggregate Limit" and "Sublimits of Liability" available to pay "Damages", "Claims Expenses" and "Loss" shall be reduced and may be completely exhausted by payment of "Damages", "Claims Expenses" and "Loss" and shall be applied against the applicable retention "You" pay.

- B. If "You" refuse to consent to a settlement or compromise "We" recommend, which settlement or compromise is acceptable to the claimant, and "You" elect to contest the "Claim", then:
1. Subject to the applicable Limits of Liability, our liability for any "Damages" and "Claims Expenses" shall not exceed:
    - a. the amount for which the "Claim" could have been settled, plus the "Claims Expenses" incurred up to the date of such refusal; and
    - b. fifty percent (50%) of the "Damages" and "Claims Expenses" in excess of the amount in a. above incurred for such "Claim"; provided that "You" bear the remaining fifty percent (50%) of the "Damages" and "Claims Expenses" in excess of the amount in a. above as uninsured and at "Your" own risk; and
  2. "We" shall have the right to withdraw from the further defense of such "Claim" by tendering control of the defense to "You".

This clause shall not apply to any settlement where the total of the proposed settlement and incurred "Claims Expenses" do not exceed all applicable retentions.

- C. "We" shall not be obligated to pay any "Damages", "Claims Expenses" or "Loss" or to undertake or continue any defense of any "Claim", after the "Policy Aggregate Limit" or applicable "Sublimit(s) of Liability" have been exhausted by payment of "Damages", "Claims Expenses" and/or "Loss" or after deposit of the "Policy Aggregate Limit" or applicable "Sublimit(s) of Liability" in a court of competent jurisdiction, and that upon such payment or deposit, "We" shall have the right to withdraw from the further defense thereof by tendering control of said defense to "You".

### III. TERRITORY

This insurance applies to "Events" occurring, "Claims" made and "Wrongful Acts", acts, errors or omissions committed or alleged to have been committed anywhere in the world.

### IV. EXCLUSIONS

The coverage under this Policy shall not apply to any "Damages", Claims Expenses", "Loss" or other amounts, arising out of or resulting, directly or indirectly, from:

- A. "Bodily Injury" or "Property Damage";
- B. "Your" employment practices or any alleged or actual discrimination against any person or entity on any basis, including without limitation, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, sex, sexual orientation, or pregnancy; provided, however, this exclusion shall not apply to any "Claim" alleging a "Privacy Wrongful Act" or "Security Wrongful Act" in connection with an "Employee's" or prospective employee's employment;
- C. The failure, malfunction or inadequacy of any satellite; any electrical or mechanical failure and/or interruption, including but not limited to electrical disturbance, spike, brownout or blackout; or any outage to gas, water, telephone, cable, telecommunications or other infrastructure, unless such infrastructure is under "Your" operational control; provided, however this exclusion shall not apply to any "Privacy Wrongful Act" that is caused by such electrical or mechanical failure or that is caused by such failure of telephone lines, data transmission lines or other infrastructure comprising or supporting the "Internet";
- D. Fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, an act of God or any other physical event, however caused;
- E. Breach of any express, implied, actual or constructive contract, agreement, warranty, guarantee or promise, provided, however, this exclusion shall not apply to:
  - 1. any liability or obligation "You" would have in the absence of such contract or agreement;
  - 2. any breach of "Your" privacy statement; or
  - 3. any indemnity by "You" in a written contract or agreement with "Your" client regarding any "Privacy Wrongful Act" or "Security Wrongful Act" by "You" in failing to preserve the confidentiality or privacy of "Private Information";
- F. Any of the following:
  - 1. Any presence of pollutants or contamination of any kind;
  - 2. Any actual, alleged or threatened discharge, dispersal, release, or escape of pollutants or contamination of any kind;
  - 3. Any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants or in any way respond to or assess the effects of pollutants or contamination of any kind;
  - 4. Manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials, or products containing asbestos, asbestos fibers or dust;
  - 5. Ionizing radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
  - 6. Actual, potential or alleged presence of mold, mildew or fungi of any kind;
  - 7. The radioactive, toxic, or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or



8. The existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment or that affects the value, marketability, condition or use of any property;
- G. Any of the following:
1. the purchase, sale, offer of or solicitation of an offer to purchase or sell securities, or alleged or actual violation of any securities law, including but not limited to the provisions of the Securities Act of 1933 or the Securities Exchange Act of 1934, as amended, the Sarbanes-Oxley Act of 2002, or any regulation promulgated under the foregoing statutes, or any federal, state, local or foreign laws similar to the foregoing statutes (including "Blue Sky" laws), whether such law is statutory, regulatory or common law. However, this exclusion G.1. does not apply to any "Claim" alleging or arising out of a violation of Regulation S-P (17 C.F.R. §248) or any failure to disclose a "Security Breach" or violation of any "Privacy Regulation";
  2. alleged or actual violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder, or any federal, state, local or foreign law similar to the foregoing statute, whether such law is statutory, regulatory or common law;
  3. alleged or actual violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974, as amended; or
  4. alleged or actual anti-trust violations, restraint of trade or unfair competition, including without limitation, violations of the Sherman Act, the Clayton Act or the Robinson-Patman Act, or any other federal, state, local, or foreign laws regulating the same or similar conduct; provided, however, this exclusion G.4 shall not apply to a "Claim" for a "Multimedia Wrongful Act" or a "Regulatory Claim";
- H. Any "Act Of Terrorism"; strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions; including all amounts, "Damages", "Claims Expenses" or "Loss" of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to the above; provided, however, if "We" allege that by reason of this exclusion any "Damages", "Claims Expenses" or "Loss" are not covered by this Policy, the burden of proving the contrary shall be upon "You". However, this exclusion does not apply to acts perpetrated electronically;
- I. Any of the following:
1. any circumstance or "Event" occurring, or "Wrongful Act", act, error, or omission committed, prior to the inception date of this Policy or, if this is a renewal, prior to the first date of this type of insurance granted by "Us" or any other insurer, that a member of the "Control Group" knew, or could have reasonably foreseen that such circumstance, "Event", "Wrongful Act", act, error, or omission a "Claim" or lead to an "Event";
  2. any "Claim", "Event" or circumstance of which notice was provided to "Us" or another insurer prior to the "Policy Period" that was, could reasonably be expected to be, or lead to, the type of "Claim" or "Event" potentially covered by this Policy; or
  3. any circumstance occurring or "Event" commencing, or "Wrongful Act", act, error, or omission committed prior to the "Retroactive Date";
- J. Any criminal conduct, dishonest act, intentional violation of the law, unfair or deceptive business practice, fraudulent or malicious act, or error or omission committed by "You" with actual criminal, dishonest, fraudulent or malicious purpose or intent; provided, however, this exclusion shall not apply to:
1. "Claims Expenses" incurred in defending any such "Claim" until there is a final adjudication, judgment, binding arbitration decision or conviction against "You" in such "Claim" or an

admission by "You" establishing such conduct, or a plea of nolo contendere or no contest by "You" regarding such conduct, in which event "You" shall reimburse "Us" for all "Claims Expenses" that "We" have paid and "We" shall have no further liability for "Claims Expenses" from such "Claim"; and

2. any of "You" who did not personally commit, personally participate in committing or personally acquiesce in such conduct, except that this exclusion shall apply with respect to "Your Organization" if an admission, final adjudication, or finding in a proceeding separate or collateral to the "Claim" establishes that a current member of the "Control Group" in fact engaged in such conduct;
- K. Any "Claim" made by or on behalf of:
1. any person or entity within the definition of "You" against any other Insured person or entity within the definition of "You"; provided, however, this exclusion shall not apply to an otherwise potentially covered "Claim" under Coverage A made by a current or former "Employee" of "Your Organization"; or
  2. any entity which:
    - a. is operated, managed, or controlled by "You" or in which "You" have an ownership interest in excess of fifteen percent (15%) or in which "You" are an officer or director; or
    - b. operates, controls, or manages "Your Organization", or has an ownership interest of more than fifteen percent (15%) in "Your Organization";
- L. "Your" activities as a trustee, partner, officer, director, or "Employee" of any employee trust, charitable organization, corporation, company or business other than "Your Organization";
- M. Any alleged or actual:
1. infringement or violation of patent rights; or
  2. misappropriation, theft, copying, display or publication of any trade secret;
- N. Any trading losses or trading liabilities; the monetary value of any electronic fund transfers or transactions by or on behalf of "You" which is lost, diminished, or damaged during transfer from, into or between accounts; or the face value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount; provided, however, this exclusion will not apply to any "Breach Response Costs" incurred due to a "Security Breach".

With respect to Insuring Coverage G only, this Policy does not apply to any "Damages", "Claims Expenses", "Loss" or other amounts arising out of, or resulting, directly or indirectly from:

- O. Any failure of:
1. telephone lines;
  2. data transmission lines or wireless communications connection; or
  3. other telecommunications equipment, facilities or electronic infrastructure, including equipment, facilities or infrastructure that supports the operation of computer networks, including the "Internet", which are used to transmit or receive voice or data communications and which are not under "Your" direct operational control or, if applicable, not under the direct operational control of "Your" "Service Provider";
- P. Any seizure, confiscation, nationalization, or destruction of, or damage to or loss of use of any "Digital Asset" or "Your" "Computer Systems" by order of any governmental authority;
- Q. Ordinary wear and tear or gradual deterioration of "Digital Assets" or "Computer Systems" on which "Digital Assets" are processed or stored, whether owned by "You" or others; or



- R. The physical loss of, damage to or destruction of tangible property, including the loss of use thereof; however, "tangible property" does not include "Digital Assets", but does include all computer hardware;

**NOTE:** Exclusions O through R apply to Coverage G only.

## V. DEFINITIONS

- A. "Acquiring Bank" means a bank or financial institution that accepts credit and/or debit payments (including credit cards, debit cards, stored value cards and pre-paid cards) for products or services on behalf of a merchant, including processing and crediting those payments to a merchant.
- B. "Act Of Terrorism" means:
1. any act certified an "Act Of Terrorism" pursuant to the federal Terrorism Risk Insurance Act of 2002 or otherwise declared an "Act Of Terrorism" by any government;
  2. any act committed by any person or group of persons designated by any government as a terrorist or terrorist group or any act committed by any person or group of persons acting on behalf of or in connection with any organization designated by any government as a terrorist organization; or
  3. the use of force or violence and/or the threat thereof by any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological, or similar purposes, including the intention to influence any government and/or put the public, or any section of the public, in fear.
- C. "Application" means all applications, including any attachments thereto, and all other information and materials submitted by "You" or on "Your" behalf to "Us" in connection with the underwriting of this Policy.
- D. "Bodily Injury" means injury to the body, sickness, or disease sustained by any person, and where resulting from such injuries, mental anguish, mental injury, shock, humiliation, emotional distress, loss of consortium, or death.
- E. "Breach Response Costs" means the following fees, costs, charges or expenses, if reasonable and necessary, that our "Breach Response Team" incurs in responding to a "Security Breach" during the period of twelve (12) months after "You" first learn of such "Security Breach":
1. forensic professional fees and expenses to determine the cause and extent of such "Security Breach" and terminate the "Security Breach" (however, betterment of the "Computer System" is not covered or included within this definition), including restoration, recreation or recollection of "Digital Assets";
  2. "Breach Response Counsel" fees and expenses to: determine whether "You" are obligated under applicable "Privacy Regulations" to notify applicable regulatory agencies or individuals affected or reasonably believed to be affected by such "Security Breach"; effect compliance with any applicable "Privacy Regulations"; draft the text of privacy notifications to individuals affected or reasonably believed to be affected by such "Security Breach"; and, coordinate the investigation of such "Security Breach";
  3. costs to notify individuals affected or reasonably believed to be affected by such "Security Breach", including printing costs, publishing costs, postage expenses, call center costs or costs of notification via phone or e-mail, including "voluntary notification" where "You" have no legal obligation to provide notification, but wish to do so to protect "Your" brand and reputation;
  4. "Credit Monitoring Expenses"; and
  5. public relations expenses.



"Breach Response Costs" do not include "Your" overhead expenses or any salaries, wages, fees, or benefits of "Your" "Employees".

- F. "Breach Response Counsel" means the vendors approved in the Breach Response Team Endorsement and vendors as appointed by "Us".
- G. "Breach Response Team" means the vendors approved in the Breach Response Team Endorsement and vendors approved by "Us".
- H. "Business Income Loss" means:
  - 1. "Earnings Loss"; and/or
  - 2. "Expenses Loss"

"Business Income Loss" does not include:

- 1) any contractual penalties;
  - 2) any costs or expenses incurred to update, upgrade, replace, restore or otherwise improve any "Computer System" to a level beyond that which existed prior to a "Network Disruption";
  - 3) any costs or expenses incurred to identify, remove or remediate computer program errors or vulnerabilities, or costs to update, upgrade, replace, restore, maintain or otherwise improve any "Computer System";
  - 4) any legal costs or expenses or other amounts arising out of liability to any third (3rd) party;
  - 5) any amounts incurred as a result of unfavorable business conditions; or
  - 6) any other consequential amounts, loss or damage.
- I. "Claim" means:
    - 1. A written demand received by "You" for money or services, including the service of a civil suit or institution of arbitration proceedings;
    - 2. Initiation of a civil suit against "You" seeking injunctive relief;
    - 3. Solely with respect to Coverage B., a "Regulatory Claim" made against "You"; or
    - 4. Solely with respect to Coverage H., a "PCI DSS Assessment".

Multiple "Claims" arising from the same or a series of related or repeated "Wrongful Acts", acts, errors, or omissions or from any continuing "Wrongful Acts", acts, errors or omissions shall be considered a single "Claim" for the purposes of this Policy, irrespective of the number of claimants or "You" involved therein. All such related "Claims" shall be deemed to have been first made at the time the earliest such "Claim" was made or deemed made under Section IX.A.

- J. "Claims Expenses" means:
  - 1. reasonable and necessary fees charged in the defense or settlement of a "Claim" by an attorney whom "We" designate or whom "You" designate with "Our" prior written consent, such consent not to be unreasonably withheld; and
  - 2. all other legal costs and expenses resulting from the investigation, adjustment, defense and appeal of a "Claim", if incurred by "Us" or by "You" with "Our" prior written consent; however, "Claims Expenses" do not include "Your" overhead expenses or any salaries, wages, fees, or benefits of "Your" "Employees" for any time spent in cooperating in the defense or investigation of any "Claim" or circumstance that might lead to a "Claim".
- K. "Computer System" means electronic, wireless, web or similar systems (including all hardware and software) used to process data or information in an analog, digital, electronic or wireless format, including computer programs, electronic data, operating systems, and components thereof, including but not limited to laptops, personal digital assistants, cellular phones, media storage and peripheral devices, media libraries, associated input and output devices, networking equipment, and

electronic backup equipment. With respect to Coverage G only, "Computer System" means a "Computer System" over which "You" have direct operational control or that is under the direct operation control of a "Service Provider" used to process, maintain or store "Your" "Digital Assets".

- L. "Consumer Redress Funds" means any sums of money "You" are legally required to deposit in a fund for the payment of consumers due to a settlement of, or an adverse judgment in, a "Regulatory Claim".
- M. "Control Group" means the board members, executive officers, Chief Technology Officer, Chief Information Officer, Risk Manager and General Counsel or their functional equivalents of "Your Organization". This does not include any administrative staff who work in the offices of these named positions.
- N. "Credit Monitoring Expenses" means the reasonable and necessary expense of providing free credit report, identity theft protection services, credit monitoring services, credit freezes, healthcare fraud monitoring services, fraud alerts or call center services for customers affected or reasonably believed to be affected by a "Security Breach". However, "We" shall not be obligated to pay for more than twelve (12) months from the date of enrollment in such services, unless there is a statute, rule, regulation, court ruling or requirement by a regulator requiring otherwise, or in the opinion of "Breach Response Counsel", offering more than 12 months will justifiably reduce "Your" potential liability, "Damages" or "Loss".
- O. "Cyber-Extortion Threat" means a credible threat or connected series of threats made by someone other than a member of the "Control Group":
1. to introduce "Malicious Code" into "Your" "Computer System";
  2. to interrupt "Your" "Computer System" or interrupt access to "Your" "Computer System", such as through a "Denial of Service Attack";
  3. to corrupt, damage or destroy "Your" "Computer System"; or
  4. to disseminate, divulge, or improperly utilize any "Private Information" on "Your" "Computer Systems" taken as a result of a "Network Disruption".
- P. "Cyber-Extortion Payment" means any sum paid to or at the direction of any third (3rd) party that "You" reasonably believe to be responsible for a "Cyber-Extortion Threat"; provided that:
1. "You" obtain "Our" written consent prior to making such "Cyber-Extortion Payment";
  2. "You" make such "Cyber-Extortion Payment" to terminate the "Cyber-Extortion Threat"; and
  3. the "Cyber-Extortion Payment" does not exceed the amounts "We" reasonably believe would have been incurred had such "Cyber-Extortion Payment" not been made.
- Q. "Cyber-Extortion Expenses" means the reasonable and necessary expenses "You" incur with "Our" approval in evaluating and responding to a "Cyber-Extortion Threat". However, "Cyber-Extortion Expenses" do not include "Your" overhead expenses or any salaries, wages, fees, or benefits of "Your" "Employees".
- R. "Damages" means:
1. Solely with respect to Coverages A, D, E and H, a monetary judgment, award or settlement, including:
    - a. Pre-judgment interest;
    - b. Post-judgment interest that accrues after entry of the judgment or award and before "We" have paid, offered to pay or deposited in court that part of the judgment or award within the applicable Limits of Liability; and
    - c. subject to this Policy's terms, conditions, and exclusions, punitive or exemplary "Damages" (where insurable by the applicable law that most favors coverage for such "Damages"); and
  2. Solely with respect to Coverage B, "Regulatory Fines" and "Consumer Redress Funds".



"Damages" shall not include or mean:

1. "Your" future profits, restitution, or disgorgement of profits; or "Your" cost to comply with any order granting injunctive or non-monetary relief, including specific performance, or any agreement to provide such relief;
  2. "Your" return or offset of fees, charges, royalties, or commissions for goods or services already provided or contracted to be provided;
  3. fines or penalties of any nature, except those that are part of "Regulatory Fines" and "Consumer Redress Funds" as identified above, or sought in a "PCI DSS Assessment";
  4. any amount "You" are not financially or legally obligated to pay;
  5. the portion of multiplied "Damages" awarded in excess of actual or compensatory damages;
  6. any donations or contributions to any charitable organization;
  7. charge backs, interchange fees, discount fees or prospective services fees sought, awarded or agreed to as part of a settlement in a "PCI DSS Assessment"; or
  8. matters that may be deemed uninsurable under law. "We" shall apply the most favorable state law to "You" in determining insurability.
- S. "Denial of Service Attack" means unauthorized attacks or deliberate overloading of bandwidth connections and/or web servers by means of the sending of substantial quantities of repeat or irrelevant communication or data with the intent of blocking access to "Your" "Computer System" through the "Internet" by third (3rd) parties.
- T. "Digital Assets" means any electronic data, including personally identifiable, non-public information, or computer software over which "You" have direct control or for which such control has been contractually assigned by "Your Organization" to a "Service Provider". "Digital Assets" do not include computer hardware of any kind.
- U. "Earnings Loss" means the difference between the revenue that "Your Organization" would have earned, based on reasonable projections and the variable costs that would have been incurred, but which "Your Organization" would have saved as a result of not earning that revenue.
- V. "Employee" means any individual in "Your Organization's" service, including any part-time, seasonal, and temporary employee, who is compensated by salary, wages, fees or commissions, or unpaid intern or volunteer over whom "You" have the right to direct and control, but excluding any partner or director of "Your Organization".
- W. "Event" means a "Security Breach" to which Coverages C or G potentially apply, a "Cyber-Extortion Threat", or a "Security Compromise" or "Network Disruption" to which Coverage G potentially applies.

Multiple "Events" arising from the same or a series of related or repeated "Events", acts, errors, or omissions, or from any continuing "Events", acts, errors, or omissions shall be considered a single "Event" for the purposes of this Policy. All such related "Events" shall be deemed to have first occurred at the time the earliest such "Event" first occurred or commenced.

- X. "Expenses Loss" means the additional expenses "Your Organization" incurred to minimize the suspension of business and to continue operations that are over and above the expenses that "Your Organization" reasonably and necessarily would have incurred to conduct "Your" business had no "Network Disruption" occurred. These additional expenses do not include any "Restoration Costs" or any actual, reasonable and necessary expenses "You" incur in response to a "Network Disruption" in order to prevent, minimize or mitigate any further damage to "Your" "Digital Assets", minimize the duration of a "Network Disruption" or preserve critical evidence of any wrongdoing.
- Y. "Extended Reporting Period" means the period of time after the end of the "Policy Period" for reporting "Claims" as provided in Section VIII. of this Policy.

Z. "Intranet" means a private computer network inside a company or organization that uses the same kinds of software found on the "Internet", but only for internal use.

AA. "Internet" means the worldwide public network of computer networks which enables the transmission of electronic data between different users, commonly referred to as the "internet", including a private communications network existing within a shared or public network platform.

BB. "Loss(es)" means:

1. "Business Income Loss";
2. "Breach Response Costs";
3. "Reputation Business Income Loss";
4. "Restoration Costs"; and
5. "Cyber-Extortion Payments" and "Cyber-Extortion Expenses".

CC. "Malicious Code" means any unauthorized and corrupting or harmful computer code, including but not limited to computer viruses, spyware, Trojan horses, worms, logic bombs, and mutations of any of the proceeding.

DD. "Media Content" means data, digital code, images, graphics, sounds, text or any other similar material regardless of the method or medium of communication of such content or the purpose of the communication.

EE. "Multimedia Wrongful Act" means any of the following acts committed in the ordinary course of "Your Organization's" business in gathering, communicating, reproducing, publishing, disseminating, displaying, releasing, transmitting or disclosing "Media Content" via any "Computer System" that "You" own or operate or is operated on "Your" behalf by a third (3rd) party, including any web-based social media authorized or operated by "Your Organization" or any "Internet" or "intranet" website, or via any non-electronic media:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. invasion of or interference with the right to privacy or publicity;
3. false arrest, detention or imprisonment or malicious prosecution;
4. infringement of any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping;
5. infringement of copyright, domain name, trade dress, title or slogan, or the dilution or infringement of trademark, service mark, service name or trade name;
6. plagiarism, piracy or misappropriation of ideas; or
7. other conduct causing liability regarding any "Media Content" for which "You" are responsible;

provided always that any "Multimedia Wrongful Act" was committed or alleged to have been committed by "You", or any person for whom or entity for which "You" are legally responsible, including an independent contractor or outsourcing organization.

FF. "Network Disruption" means any of the following incidents:

a failure, interruption or degradation of the operation of "Your" "Computer System"; or the denial, restriction or hindrance of access to or use of "Your" "Computer System" or "Your" "Digital Assets" by any party who is otherwise authorized to have access.

More than one such incident that results from the same or related underlying facts, circumstances, situations, transactions or "Security Compromises" shall be considered a single "Network Disruption" which first occurs on the date of the earliest of such events.



- GG. "PCI DSS Assessment(s)" means a written demand received by "You" from "Your" "Acquiring Bank" or a card association (MasterCard, VISA, Discover, American Express or JCB) for monetary fines, penalties, reimbursements, PFI fees/expenses, or fraud recoveries or assessments, but not including any charge backs, interchange fees, discount fees or prospective services fees.
- HH. "PCI Data Security Standards" (known as PCI DSS) means the published data security standard in effect now or as hereafter amended that all merchants and processors must follow when storing, processing and transmitting cardholder data.
- II. "PCI DSS Wrongful Act" means "Your" actual or alleged non-compliance with "PCI Data Security Standards".
- JJ. "Period of Restoration" means the time period from the commencement of a "Network Disruption" to the date that "Your" "Computer System" is, or with reasonable diligence could have been, restored to the condition and functionality that existed immediately prior to the "Network Disruption".
- KK. "Policy Period" means the period of time from the effective date to the expiration date specified in the Policy, or any earlier cancellation date.
- LL. "Privacy Breach" means a common law breach of confidence, infringement, or violation of any rights to privacy, including but not limited to breach of "Your" privacy statement, breach of a person's right of publicity, wrongful collection, false light, intrusion upon a person's seclusion, public disclosure of "Private Information", or misappropriation of a person's picture or name for commercial gain.
- MM. "Privacy Regulations" means any federal, state, local or foreign statute or regulation requiring "You" to limit or control the collection, use of, or access to, "Private Information" in "Your" possession or under "Your" control, or obligating "You" to inform customers of the "Unauthorized Access" or disclosure of such personally identifiable, non-public information, including the following statutes and regulations:
1. the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), including Title II requiring protection of confidentiality and security of electronic protected health information, and as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), any rules and regulations promulgated thereunder as they currently exist and as amended, and any related state medical privacy laws as they currently exist and as amended;
  2. the Gramm-Leach-Bliley Act of 1999, also known as the Financial Services Modernization Act of 1999, including sections concerning security protection and standards for customer records maintained by financial services companies, and the rules and regulations promulgated thereunder as they currently exist and as amended;
  3. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. 45(a), but solely with respect to alleged unfair or deceptive acts or practices in or affecting commerce;
  4. federal, state or local privacy protection regulations or laws, such as the California Database Protection Act of 2003 (previously called SB 1386), as they currently exist now or may be amended, associated with the control and use of, or limiting "Unauthorized Access" to, personal information, including but not limited to requirements to post privacy policies, adopt specific privacy controls, or inform customers of breaches of security that has or may impact their personal information;
  5. federal, state or local data breach regulations or laws, as they currently exist now or in the future, imposing liability for failure to take reasonable care to guard against "Unauthorized Access" to credit or debit account information that is in "Your" possession or under "Your" control;
  6. Identity Theft Red Flags under the Fair and Accurate Credit Transactions Act of 2003;
  7. federal and state consumer credit reporting laws, such as the Federal Fair Credit Reporting Act (FCRA) and the California Consumer Credit Reporting Agencies Act (CCCRAA);
  8. the Children's Online Privacy Protection Act of 1998; and
  9. privacy protection regulations or laws adopted by countries outside of the United States, such as the EU Data Protection Directive and the Canadian Personal Information Protection and

Electronic Documents Act, as they currently exist now or may be amended, associated with the collection, control and use of, or limiting "Unauthorized Access" to, personal information.

**NN.** "Privacy Wrongful Act" means any "Privacy Breach" or breach of "Privacy Regulations" actually or allegedly committed by "You" or by any person or entity for which "You" are legally responsible, including an independent contractor or outsourcing organization.

**OO.** "Private Information" means any:

1. proprietary or confidential information owned by a third party or "You";
2. information that can be used to determine, distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.

**PP.** "Property Damage" means physical injury to or destruction of any tangible property, including the loss of use thereof. Electronic data is not considered tangible property.

**QQ.** "Regulatory Claim" means:

1. any request for information, civil investigative demand or formal investigation of "You" by an administrative or regulatory agency or similar governmental body concerning a "Privacy Breach" or possible breach of "Privacy Regulations"; or
2. any administrative or civil proceeding against "You" by an administrative or regulatory agency or similar governmental body for a breach of "Privacy Regulations".

**RR.** "Regulatory Fines" means fines, penalties, or sanctions awarded for a violation of any "Privacy Regulation".

**SS.** "Reputation Business Income Loss" means:

1. "Earnings Loss" and/or
2. "Expenses Loss";

solely due to the loss of current or future customers during a 12 month period following a notification to "Us" in accordance with Section IX.A of a "Security Breach" or "Network Disruption" and where such customer loss arises directly from a "Security Breach" or "Network Disruption".

"Reputation Business Income Loss" does not include or mean:

1. any contractual penalties;
2. any costs or expenses incurred to update, upgrade, replace, restore or otherwise improve any "Computer System" to a level beyond that which existed prior to a "Network Disruption";
3. any costs or expenses incurred to identify, remove or remediate computer program errors or vulnerabilities, or costs to update, upgrade, replace, restore, maintain or otherwise improve any "Computer System";
4. any legal costs, expenses or other amounts arising out of liability to any third party;
5. any amounts incurred as a result of unfavorable business conditions; or
6. any other consequential amounts, loss or damage.

**TT.** "Restoration Costs" means the actual, reasonable and necessary costs "You" incur to replace, restore, or re-create "Your" "Digital Assets" to the level or condition at which they existed prior to sustaining any alteration, destruction, damage or loss thereof. If such "Digital Assets" cannot be replaced, restored or re-created, then "Restoration Costs" will be limited to the actual, reasonable and necessary costs "You" incur to reach this determination. "Restoration Costs" do not include:



1. any costs "You" incur to replace, restore or re-create any of "Your" "Digital Assets" that were not subject to regular network back-up procedures at the time of the alteration, destruction, damage or loss;
2. any costs or expenses incurred to update, upgrade, replace, restore or otherwise improve "Your" "Digital Assets" to a level beyond that which existed prior to sustaining any alteration, destruction, damage or loss thereof;
3. any costs or expenses incurred to identify, remove or remediate computer program errors or vulnerabilities, or costs to update, upgrade, replace, restore, maintain or otherwise improve any "Computer System"; or
4. the economic or market value of any "Digital Assets", including trade secrets.

**UU.** "Retroactive Date" means the date specified in ITEM 7. of the Declarations.

**VV.** "Security Breach" means:

1. the loss or disclosure of "Private Information" in "Your" care, custody or control, including such information stored on paper or on a "Computer System" operated by "You" or on "Your" behalf; or
2. "Theft of Data", "Unauthorized Access" to or "Unauthorized Use" of "Private Information" in "Your" care, custody or control, including such information stored on paper or on a "Computer System" operated by "You" or on "Your" behalf;

that results in or may result in the compromise of the privacy or confidentiality of "Private Information".

More than one "Security Breach" arising from the same or a series of continuous, repeated or related acts, errors, or omissions shall be considered a single "Security Breach", which shall be deemed to have first occurred at the time of the first such "Security Breach".

**WW.** "Security Compromise" means:

1. the "Unauthorized Access" or "Unauthorized Use" of "Your" "Computer System" or "Your" "Digital Assets";
2. the unauthorized transmission of computer code into "Your" "Computer System" that causes loss or damage to "Your" "Digital Assets"; or
3. a "Denial of Service Attack" on "Your" "Computer System" that causes loss or damage to "Your" "Digital Assets".

**XX.** "Security Wrongful Act" means any act, error, or omission committed by "You" or a person or entity for which "You" are legally responsible, including an independent contractor or outsourcing organization, in the conduct of "Computer Systems" security and the protection of the security and confidentiality of "Private Information", that results in:

1. the inability of a third (3rd) party, who is authorized to do so, to gain access to "Your" "Computer Systems";
2. the failure to prevent or hinder "Unauthorized Access" to or "Unauthorized Use" of a "Computer System" operated by "You" or on "Your" behalf, the failure to prevent physical theft of hardware or firmware "You" control, the failure to prevent people or processes security failures, or the failure to prevent false communications designed to trick the user into surrendering "Private Information" (such as phishing, pharming or vishing), any of which results in:
  - a. The alteration, copying, corruption, destruction or deletion of, or damage to, electronic data on a "Computer System" operated by "You" or on "Your" behalf;
  - b. Unauthorized disclosure of "Private Information";
  - c. "Theft of Data" (including identity theft); or
  - d. Denial of service attacks against "Internet" sites or "Computer Systems" of a third (3rd) party; or



3. the failure to prevent transmission of "Malicious Code" from a "Computer System" operated by "You" or on "Your" behalf to a third (3rd) party's "Computer System".

**YY.** "Service Provider" means any third (3rd) party that is responsible for the processing, maintenance, protection or storage of "Digital Assets" pursuant to a written contract directly with "Your Organization". A "Service Provider" does not include any provider of telecommunications services, including "Internet" access, to "You".

**ZZ.** "Subsidiary" means any corporation of which more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of such corporation's directors are owned by the "Named Insured" directly or indirectly, if such corporation was so owned on the inception date of this Policy; or

1. becomes so owned after the inception date of this Policy, provided the revenues of the newly acquired corporation do not exceed fifteen percent (15%) of "Your Organization's" annual revenues as set forth in its most recent audited financial statement; or
2. becomes so owned after the inception date of this Policy, provided that if the revenues of the newly acquired corporation exceed fifteen percent (15%) of "Your Organization's" annual revenues as set forth in its most recent audited financial statement, the provisions of Section IX. I. must be fulfilled.

**AAA.** "Theft Of Data" means the unauthorized taking, misuse or disclosure of information on "Computer Systems", including but not limited to charge, debit, or credit information, banking, financial and investment services account information, proprietary information, and "Private Information"

**BBB.** "Unauthorized Access" means the gaining of access to a "Computer System" by an unauthorized person or an authorized person in an unauthorized manner.

**CCC.** "Unauthorized Use" means the use of a "Computer System" by an unauthorized person or an authorized person in an unauthorized manner.

**DDD.** "Waiting Period" means the date specified in ITEM 12. of the Declarations.

**EEE.** "We", "Us" or "Our" means the underwriters providing this insurance.

**FFF.** "Wrongful Act" means a "Privacy Wrongful Act", "Security Wrongful Act", "Multimedia Wrongful Act", or "PCI DSS Wrongful Act".

**GGG.** "You" or "Your" or "Yours" means:

1. the entity named in ITEM 1. of the Declarations ("Named Insured") and its "Subsidiaries" (together "Your Organization");
2. any present or future director, officer, or trustee of "Your Organization", but only with respect to the performance of his or her duties as such on behalf of "Your Organization";
3. any present or future "Employee" of "Your Organization" but only with respect to work done while acting within the scope of his or her employment and related to the conduct of "Your Organization's" business;
4. in the event that the "Named Insured" is a partnership, limited liability partnership, or limited liability company, then any general or managing partner, principal, or owner thereof, but only while acting within the scope of his or her duties as such;
5. any person who previously qualified as "You" under 2, 3, or 4 above prior to the termination of the required relationship with "Your Organization", but only with respect to the performance of his or her duties as such on behalf of "Your Organization";
6. the estate, heirs, executors, administrators, assigns and legal representatives of any of "You" in the event of "Your" death, incapacity, insolvency or bankruptcy, but only to the extent that "You" would otherwise be provided coverage under this insurance;

7. any agent or independent contractor, including any distributor, licensee or sub-licensee, but only while acting on "Your" behalf, at "Your" direction, and under "Your" control; and
8. any third (3rd) party entity (including a HIPAA Covered Entity) required by contract to be named as an insured under this Policy, but only in respect of sums which they become legally obligated to pay (including liability for claimants' costs and expenses) as a result of a "Claim" arising solely out of an act, error or omission committed by "You", provided that:
  - a) "You" contracted in writing to indemnify the third (3rd) party for such a "Claim" prior to it first being made against them; and
  - b) had the "Claim" been made against "You", then "You" would be entitled to indemnity under this Policy.

As a condition to "Our" indemnification of any third (3rd) party they shall prove to "Our" satisfaction that the "Claim" arose solely out of a "Wrongful Act", act, error or omission committed by "You"; and where a third (3rd) party is indemnified as an additional insured as a result, it is understood and agreed that any "Claim" made by that third (3rd) party against "You" shall be treated by "Us" as if they were a third (3rd) party, not an additional insured.

## VI. LIMITS OF LIABILITY

- A. The amount stated in the Policy as stated in ITEM 3.A of the Declarations (herein the "Policy Aggregate Limit") is the most "We" will pay in the aggregate under this Policy, under all Coverages combined, for:
  1. all "Damages";
  2. all "Claims Expenses"; and
  3. all "Loss";

regardless of the number of "Claims", "Events", "Wrongful Acts", acts, errors, or omissions, insured persons, insured entities or claimants involved, or Coverages triggered.

- B. For any Coverage purchased as indicated in ITEM 3.B of the Declarations, any Per Single "Claim", Per Single "Event" or Aggregate Per Coverage "Sublimit(s) of Liability" shall be part of, and not in addition to, the "Policy Aggregate Limit".
- C. If any single "Claim", single "Event", or single "Event" combined with a single "Claim" directly arising therefrom ("Combined Matter") is covered under more than one Coverage, the highest applicable Per Single "Claim" or Per Single "Event" "Sublimit of Liability" shall be the most "We" shall pay as to such single "Claim", single "Event" or "Combined Matter", and such single "Claim", single "Event" or "Combined Matter" shall be subject to the highest applicable retention.
- D. Any Aggregate Per Coverage "Sublimit of Liability" as stated in ITEM 3.B of the Declarations shall be the most "We" will pay in the aggregate for any given Coverage, for:
  1. all "Damages";
  2. all "Claims Expenses"; and
  3. all "Loss";

regardless of the number of "Claims", "Events", "Wrongful Acts", acts, errors, or omissions, insured persons, insured entities or claimants to which such given Coverage applies.



## VII. RETENTIONS

The retention for each Coverage is stated in ITEM 4 of the Declarations. The applicable retention shall be first applied to "Damages", "Claims Expenses" and "Loss" covered by this Policy and "You" shall make direct payments within the retention to appropriate other parties designated by "Us". "We" shall be liable only for the amounts in excess of the retention, not to exceed the applicable "Sublimit(s) of Liability" or "Policy Aggregate Limit". Each single "Claim", single "Event" or "Combined Matter" shall be deemed to be one single potentially covered matter, and only one retention shall apply thereto. Where multiple Coverages potentially apply to a single "Claim", single "Event" or "Combined Matter"; only one retention shall apply and this shall be the highest retention applicable to such Coverages.

No retention is applicable to "Breach Response Counsel" fees and expenses.

With respect to Coverage G. 1, the applicable retention amount set forth in the Declarations applies once the "Period of Restoration" resulting from a "Network Disruption" has exceeded the "Waiting Period" in hours set forth in the Declarations; then the "Business Income Loss" to which such retention amount applies shall be computed as of the commencement of such "Network Disruption".

At "Our" sole and absolute discretion, "We" may pay all or part of the applicable retention, in which case "You" agree to repay "Us" immediately after "We" notify "You" of the payment; and such payment or repayment of any amount within the retention shall be first applied to "Damages", "Claims Expenses" and "Loss" covered by this Policy.

## VIII. EXTENDED REPORTING PERIOD

- A. Basic "Extended Reporting Period": In the event of cancellation or non-renewal of this Policy by "You" or "Us", an "Extended Reporting Period" of sixty (60) days immediately following such cancellation or non-renewal shall be automatically granted hereunder at no additional premium. Such "Extended Reporting Period" shall cover "Claims" first made and reported to "Us" during such sixty (60) day "Extended Reporting Period" but only in respect of any act, error, or omission committed prior to the date of cancellation or non-renewal, and subject to all other terms, conditions, and exclusions of this Policy. No "Claim" in such sixty (60) day extended reporting period shall be covered under this Policy if "You" are entitled to indemnity under any other insurance or would have been entitled to indemnity under such insurance but for the exhaustion thereof.
- B. Optional "Extended Reporting Period": In the event of cancellation or non-renewal of this Policy by "You" or "Us", "You" shall have the right, upon payment in full and not proportionally or otherwise in part, of hundred percent (100%) of the annual premium shown in the Policy, to have issued an endorsement providing a twelve (12) month optional "Extended Reporting Period" after the end of the "Policy Period".
  1. Such optional "Extended Reporting Period" shall cover "Claims" made and reported to "Us" during this optional "Extended Reporting Period", but only in respect of any "Claim" arising out of any act, error, or omission committed prior to the date of cancellation or non-renewal, and subject to all other terms, conditions, and exclusions of the Policy.
  2. In order for "You" to invoke the optional "Extended Reporting Period", the payment of additional premium as stated in this provision must be paid to "Us" within thirty (30) days after the end of the "Policy Period".
  3. At the commencement of the optional "Extended Reporting Period", the entire premium shall be deemed fully earned, and in the event "You" terminate the optional "Extended

Reporting Period" for whatever reason prior to its natural expiration, "We" will not be liable to return any premium paid for the optional "Extended Reporting Period".

C. Terms and conditions of basic and optional "Extended Reporting Period"

1. At renewal of this Policy, "Our" quotation of different premium, retention or limit of indemnity or changes in policy language shall not constitute non-renewal by "Us" for the purposes of granting the optional "Extended Reporting Period".
2. The right to the "Extended Reporting Period" shall not be available to "You" where "We" cancel or non-renew due to non-payment of premium.
3. The limit of liability for the "Extended Reporting Period" shall be part of, and not in addition to, the limit of liability for the "Policy Period".
4. All notices and premium payments with respect to the "Extended Reporting Period" shall be directed to "Us" through the entity named in the Policy.

**IX. TERMS AND CONDITIONS**

**A. NOTICE OF CLAIM OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**

1. If any "Claim" is made against "You" during the "Policy Period" (or an "Extended Reporting Period", if applicable), or an "Event" first occurs during the "Policy Period", then as soon as practicable after a member of the "Control Group" becomes aware of such "Claim" or "Event", "You" must provide notice thereof to "Us" through the person identified in ITEM 8. in the Declarations, during the "Policy Period" (or an "Extended Reporting Period", if applicable), including every demand, notice, summons or other process "You" or "Your" representative receive.
2. If during the "Policy Period" a member of the "Control Group" becomes aware of any situation, circumstance, "Wrongful Act", act, error or omission that might reasonably give rise to a "Claim", and if "You" give written notice to "Us" through the person identified in ITEM 8. in the Declarations, as soon as practicable during the "Policy Period", of:
  - a. The specific details of the situation, circumstance, "Wrongful Act", act, error or omission that might reasonably give rise to a "Claim";
  - b. The possible damage which may result or has resulted from the situation, circumstance, "Wrongful Act", act, error or omission;
  - c. A description of how "You" first became aware of the situation, circumstance, "Wrongful Act", act, error or omission; and
  - d. Any "Computer System" security and event logs which provide evidence of the situation, circumstance, "Wrongful Act", act, error or omission,then any subsequent "Claim" made against "You" arising out of such situation, circumstance, "Wrongful Act", act, error or omission which is the subject of the written notice will be deemed to have been first made at the time written notice complying with the above requirements was first given to "Us".
3. A "Claim" shall be considered to be reported to "Us" when notice is first given to "Us" through the person identified in ITEM 8. in the Declarations or when notice of a situation, circumstance, "Wrongful Act", act, error or omission which might reasonably give rise to a "Claim" is first provided in compliance with Section IX.A.2 above. An "Event" shall be considered reported to "Us" when notice is first given to "Us" through the person identified in ITEM 8. in the Declarations.
4. Whenever coverage under this Policy would be lost due to non-compliance of Section IX.A.1.'s notice requirements because of the failure to give such notice, or concealment of such failure,



by one or more "You" responsible for causing the "Damage", "Loss" or other amounts potentially insured hereunder, then "We" agree that such insurance as would otherwise be afforded under this Policy shall remain available with respect to those of "You" who did not personally commit, personally participate in committing or personally acquiesce in such failure to give notice, provided that those of "You" entitled to the benefit of this provision provide notice of a "Claim" or "Event" during the "Policy Period" (or "Extended Reporting Period", if applicable), promptly after obtaining knowledge of such failure of any others of "You" to comply with Section IX.A.1.

However, such insurance as afforded by this provision shall not cover a "Claim" against "Your Organization", or an "Event", if a member of the "Control Group" failed to give notice as required by Section IX.A.1 if such "Claim" or "Event" arises from "Wrongful Acts", acts, errors or omissions that were also known to another then current member of the "Control Group".

## **B. ASSISTANCE AND COOPERATION**

1. "You" shall cooperate with "Us" in all investigations. "You" shall execute or cause to be executed all papers and render all assistance as requested by "Us". Part of this assistance may require "You" to provide soft copies of "Your" system security and event logs.
2. Upon "Our" request, "You" shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to "You" because of "Wrongful Acts", acts, errors, or omissions with respect to which insurance is afforded under this Policy; and "You" shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
3. "You" shall not admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any "Claim" without "Our" written consent, unless otherwise provided under Section II.
4. As soon as practicable after "You" give "Us" notice of any "Claim", "Event", or circumstance, "You" must also give "Us" copies of reports, photographs, investigations, pleadings and all other papers in connection therewith, including allowing "Us" to question "You" under oath at such times as may be reasonably required regarding "Your Organization's" books, records, and any other information relating to such matters.
5. In the event of a "Privacy Breach", "Security Breach" or other "Event", "You" must take all reasonable steps to protect "Computer Systems" and "Private Information" from further access, disclosure, loss or damage.

## **C. DUTIES FOLLOWING NOTICE OF AN EVENT (applicable to Coverages C, F and G only)**

"You" must see that the following are done if "You" send "Us" notice of an "Event" to which Coverages C, F or G potentially apply:

1. at "Our" request, notify the police, FBI, CERT or other applicable law enforcement authority, central reporting or investigative organization that "We" may designate, if it appears that a law may have been broken;
2. immediately take all reasonable steps and measures necessary to limit or mitigate the "Loss";
3. send "Us" copies of every demand, notice, summons, or any other applicable information "You" receive;
4. if requested, permit "Us" to question "You" under oath at such times and places as may be reasonably required about matters relating to this insurance, including "Your" books and records;



November 19, 2018

Mr. Jeff Magnussen, Village President  
and Village Trustees  
Village of Hampshire  
P.O. Box 457  
Hampshire, IL 60140

**Re: *Punch List***  
***Stanley Tool – Phase 2 Building Addition and Parking Lot***

Mr. Magnussen:

A representative from Engineering Enterprises, Inc. and the Developer performed an onsite punch list inspection on October 30, 2018 for the above referenced project. Items to be addressed are noted as follows:

1. Record drawings of the site improvements for both Phase 1 and Phase 2 are required to be submitted. The as-builts for the detention basin for Phase 2 have been submitted and approved.
2. Landscaping was not reviewed as part of the punch walk. The developer has yet to submit a landscaping plan, as required by Village ordinance, for review and approval.
3. At the time of the inspection, parking lot light pole foundations were installed. The light poles and luminaries need to be installed and confirmed operational. It should be noted the lights were not installed at the locations noted on the approved engineering plans.
4. Regarding the retaining wall:
  - The retaining wall is showing signs of excessive cracking (see attached pictures). It is recommended that the Developer have a licensed structural engineer (SE) review for structural integrity. As a reminder the wall is integral to the future development of the lot to the south.
  - Dependent on the findings of the SE inspection noted above, the Developer will need to prepare a "hold harmless" document pertaining to the wall as requested by the Village. The document will need to be reviewed by the Village's attorney.

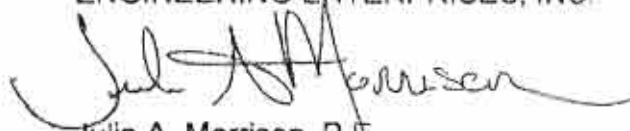


- The weep holes, per the SE design submitted by the developer, should be constructed.
5. All spoils generated and deposited on the lot to the south need to be removed and the area stabilized.
  6. All excess soils generated and deposited just south of Hampshire Creek and west of Rowell Road need to be hauled away or stabilized with silt fence and temporary seed. If hauled away, the disturbed area left behind will need to be stabilized.
  7. The Developer has requested a full reduction in the SESC security. Due to comments 5 and 6 above, we recommend the Village retain 10% of the SESC security (\$3,768.00) equating to a reduction of \$33,913.00.

The Developer should contact us once the items have been completed for a re-inspection. If you have any questions or require any additional information, please contact our office.

Sincerely,

ENGINEERING ENTERPRISES, INC.

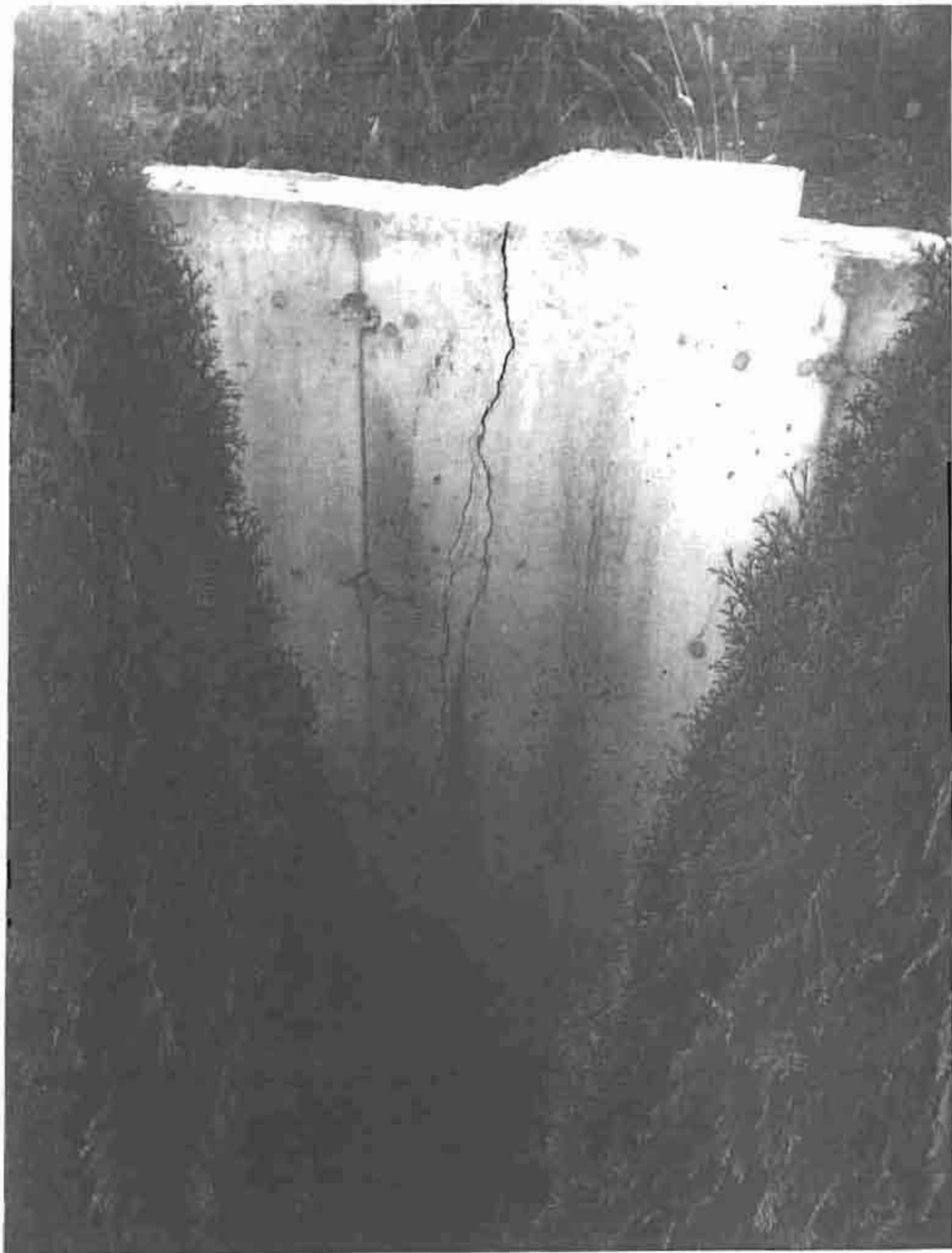


Julie A. Morrison, P.E.  
Sr. Project Manager

JAM

pc: Linda Vasquez, Village Clerk (Via e-mail)  
Lori Lyons, Finance Director (Via e-mail)  
Mark Schuster, Village Attorney (Via e-mail)  
Steve Gardner, Building Inspector (Via e-mail)  
Eric Mancke, ESM Civil Solutions (Via e-mail)  
Forbes Adam, Stanley (Via e-mail)  
BPS, EEI (Via e-mail)





# VILLAGE OF HAMPSHIRE

Accounts Payable

**December 6, 2018**

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

**Total: \$190,383.88**

To be paid on or before  
December 12, 2018

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

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

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

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

# VILLAGE OF HAMPSHIRE

Accounts Payable

**December 6, 2018**

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

**Total: \$2111.73**

To be paid on or before  
December 12, 2018

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

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

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

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

INVOICES DUE ON/BEFORE 03/31/2019

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
AJGC	ARTHUR J GALLAGHER & CO						
2407860	11/15/18	01	ANNUAL RENEWAL 2 OF 3	010010024210		12/31/18	861.00
							INVOICE TOTAL: 861.00
							VENDOR TOTAL: 861.00
ALCO	ALLEN'S CORNER GARAGE & TOWING						
9302	11/19/18	01	REPAIR 1999 INTERNATIONAL	010030024110		12/19/18	2,739.15
							INVOICE TOTAL: 2,739.15
							VENDOR TOTAL: 2,739.15
ALGR	ALPHA GRAPHICS						
23550	11/16/18	01	BUSINESS CARDS	010020024340		12/16/18	120.00
							INVOICE TOTAL: 120.00
							VENDOR TOTAL: 120.00
B&F	B&F CONSTRUCTION CODE SERVICES						
10726	10/31/18	01	OCT PLAN REVIEWS & INSPECTIONS	010010024390		11/30/18	9,114.51
							INVOICE TOTAL: 9,114.51
							VENDOR TOTAL: 9,114.51
B&KPO	B & K POWER EQUIPMENT						
156152	11/12/18	01	CHAIN SAW CHAINS SHARPENED	010030034670		12/12/18	55.00
							INVOICE TOTAL: 55.00
							VENDOR TOTAL: 55.00
B&T	B&T LEASING, INC.						
NOV 2018	11/18/18	01	PMS STORAGE	010030034690		12/18/18	1,050.00
							INVOICE TOTAL: 1,050.00
							VENDOR TOTAL: 1,050.00

BPCI BENEFIT PLANNING CONSULTANTS,



DATE: 12/03/18  
 TIME: 15:25:21  
 ID: AP441000.WOM

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/31/2019

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
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BPCI BENEFIT PLANNING CONSULTANTS,

BPCI00185902	11/13/18	01	MONTHLY FLEX & COBRA	010010024380		12/08/18	115.00	
							INVOICE TOTAL:	115.00
							VENDOR TOTAL:	115.00

BRHA BRIAN HAYDYSCH

DEC 2018	11/22/18	01	UNIFORM REIMBURSEMENT	010020034690		12/22/18	211.73	
							INVOICE TOTAL:	211.73
							VENDOR TOTAL:	211.73

CAON CALL ONE

NOV 2018	11/15/18	01	1126416	010010024230		12/01/18	278.85	
		02	1126417	300010024230			89.67	
		03	1126418	010030024230			89.67	
		04	1126419	310010024230			309.91	
		05	1126420	300010024230			89.67	
		06	1126422	010020024230			220.75	
							INVOICE TOTAL:	1,078.52
							VENDOR TOTAL:	1,078.52

CASE CARDMEMBER SERVICE

NOV 2018	11/05/18	01	UNDERCARRIAGE CLEANER	010030034670		12/01/18	41.50	
		02	I PASS REPLENISHMENT	010020024290			60.00	
		03	PW FARM AND FLEET	010030034670			766.51	
		04	PD TROPHIES BY EDCO INC	010020024380			67.79	
							INVOICE TOTAL:	935.80
							VENDOR TOTAL:	935.80

CEFL CENTURION DIESEL AND MACHINE

4555	10/15/18	01	2017 INTERNATIONAL OIL LUBE	010030024110		11/15/18	990.77	
							INVOICE TOTAL:	990.77

DATE: 12/03/18  
 TIME: 15:25:21  
 ID: AP441000.WOM

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/31/2019

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
CEFL	CENTURION DIESEL AND MACHINE						
4598	11/21/18	01	1999 INTERNATIONAL	010030024110		12/21/18	2,799.99
						INVOICE TOTAL:	2,799.99
						VENDOR TOTAL:	3,790.76
CHEX	CHRISTENSEN EXCAVATING						
10612	10/03/18	01	WATER MAIN STONE	010030024130		11/03/18	95.00
						INVOICE TOTAL:	95.00
6520	11/08/18	01	HAULING SPOILS	010030024130		12/08/18	1,092.50
						INVOICE TOTAL:	1,092.50
						VENDOR TOTAL:	1,187.50
CHPA	CHAMPION PAVING CORP						
611666	11/13/18	01	PATCH	010030024130		12/13/18	1,000.00
						INVOICE TOTAL:	1,000.00
						VENDOR TOTAL:	1,000.00
CIIL	CITY LIMITS SYSTEMS INC						
9513	11/20/18	01	TRUCK WASH	010030034670		11/20/18	515.20
						INVOICE TOTAL:	515.20
						VENDOR TOTAL:	515.20
COMED	COMED						
JAN 2019	11/09/18	01	4623084055	010030024260		01/11/19	32.71
		02	2323117051	300010024260			35.73
		03	2244132001	010030024260			1,840.48
		04	0657057031	010030024260			146.78
		05	0729114032	310010024260			72.79
		06	7101073024	310010024260			451.32
						INVOICE TOTAL:	2,579.81
						VENDOR TOTAL:	2,579.81

DATE: 12/03/18  
 TIME: 15:25:21  
 ID: AP441000.WOM

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/31/2019

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
CUBE			CULLIGAN OF BELVIDERE				
DEC	11/30/18	01	PD BOTTLE WATER	010020024280		12/26/18	50.00
			INVOICE TOTAL:				50.00
DEC 2018A	11/30/18	01	PW BOTTLE WATER	010030024280		12/26/18	66.50
			INVOICE TOTAL:				66.50
DEC 2018B	11/30/18	01	VH BOTTLE WATER CONTRACT	010010024280		12/26/18	8.00
			INVOICE TOTAL:				8.00
			VENDOR TOTAL:				124.50
CUCO			CURRAN MATERIALS COMPANY				
15744	11/13/18	01	COLD PATCH	010030024130		12/13/18	352.00
			INVOICE TOTAL:				352.00
			VENDOR TOTAL:				352.00
DIEN			DIRECT ENERGY BUSINESS				
DEC 2018	11/12/18	01	1510796	300010024260		12/12/18	2,989.64
		02	1510797	310010024260			6,666.93
			INVOICE TOTAL:				9,656.57
			VENDOR TOTAL:				9,656.57
ENCS			ENTRE COMPUTER SOLUTIONS				
00118884	11/30/18	01	APC BACK-UPS	010020034650		12/30/18	142.37
			INVOICE TOTAL:				142.37
			VENDOR TOTAL:				142.37
ESI			ESI CONSULTANTS, LTD				
180251	09/26/18	01	BRIER HILL CONSTRUCTION	640030064371		10/26/18	4,706.57
			INVOICE TOTAL:				4,706.57
180287	10/22/18	01	BRIER HILL CONSTRUCTION	640030064371		11/22/18	14,126.74
			INVOICE TOTAL:				14,126.74

INVOICES DUE ON/BEFORE 03/31/2019

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
ES1			ESI CONSULTANTS, LTD				
180303	11/19/18	01	BRIER HILL CONSTRUCTION	640030064371		12/19/18	9,938.36
						INVOICE TOTAL:	9,938.36
						VENDOR TOTAL:	28,771.67
FISA			FOX VALLEY FIRE & SAFETY				
IN00217091	11/06/18	01	FIRE ALARM RADIO MONITORING	300010024280		12/06/18	300.00
						INVOICE TOTAL:	300.00
						VENDOR TOTAL:	300.00
GLSS			GREAT LAKES SNOW SYSTEMS				
5050	11/19/18	01	SNOW PLOWING	010030024200		12/19/18	2,950.00
						INVOICE TOTAL:	2,950.00
5052	11/20/18	01	SNOW PLOWING	010030024200		12/20/18	2,100.00
						INVOICE TOTAL:	2,100.00
						VENDOR TOTAL:	5,050.00
GRAI			GRAINGER				
9004096823	11/13/18	01	ENGINE BRAKE SIGNS POSTS	010030024130		12/13/18	422.04
						INVOICE TOTAL:	422.04
						VENDOR TOTAL:	422.04
HAAUPA			HAMPSHIRE AUTO PARTS				
505857	11/12/18	01	HIGHLIGHT BULB	010030034680		12/12/18	8.13
						INVOICE TOTAL:	8.13
506135	11/15/18	01	SNOW PLOW MARKER STICKS	010030034680		12/15/18	116.68
						INVOICE TOTAL:	116.68
507288	11/28/18	01	WINTER TOP OFF FLUIDS	310010034670		12/28/18	69.63
						INVOICE TOTAL:	69.63

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/31/2019

INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT	
HAAUPA HAMPSHIRE AUTO PARTS									
507354		11/28/18	01	HEADLIGHT BULB	010020024110		12/28/18	36.98	
								INVOICE TOTAL:	36.98
507427		11/29/18	01	OIL AND FUEL FILTERS	310010034670		12/29/18	34.52	
								INVOICE TOTAL:	34.52
507437		11/29/18	01	CALCIUM TANK HOSE	010030034680		12/29/18	15.45	
								INVOICE TOTAL:	15.45
								VENDOR TOTAL:	281.39
HDSUWA CORE & MAIN									
5786763		11/15/18	01	BACKFLOW CHECK VALVES	300010054960		12/15/18	1,721.04	
								INVOICE TOTAL:	1,721.04
5829887		11/21/18	01	WATER MAIN BREAK CLAMPS	300010054960		12/21/18	393.40	
								INVOICE TOTAL:	393.40
								VENDOR TOTAL:	2,114.44
HYAIIIN HYDRO AIRE INC									
17195		11/13/18	01	MCDONALDS LS PUMP 2 REHAB	310010024160		12/13/18	12,262.00	
								INVOICE TOTAL:	12,262.00
17196		11/13/18	01	HIGGINS LS PUMP 1 REHAB	310010024160		12/13/18	5,847.00	
								INVOICE TOTAL:	5,847.00
								VENDOR TOTAL:	18,109.00
IFPCA ILLINOIS FIRE & POLICE									
NOV 2018		11/01/18	01	2019 MEMBERSHIP DUES	010060024310		12/31/18	375.00	
								INVOICE TOTAL:	375.00
								VENDOR TOTAL:	375.00

IMC INTERNATIONAL INSTITUTE OF

DATE: 12/03/18  
 TIME: 15:25:21  
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/31/2019

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
IMC	INTERNATIONAL INSTITUTE OF						
DEC 2018	11/05/18	01	CLERK ANNUAL MEMBERSHIP FEE	010010024430		12/31/18	170.00
						INVOICE TOTAL:	170.00
						VENDOR TOTAL:	170.00
IPODBA	IPO/DBA CARDUNAL OFFICE SUPPLY						
607722-0	11/19/18	01	PAPER	010020034650		12/19/18	101.74
						INVOICE TOTAL:	101.74
						VENDOR TOTAL:	101.74
IPRF	ILLINOIS PUBLIC RISK FUND						
55142	11/14/18	01	JANUARY'S WORKERS' COMP	010010024210		01/01/19	1,633.00
		02	JANUARY'S WORKERS' COMP	300010024210			1,633.00
		03	JANUARY'S WORKERS' COMP	310010024210			1,633.00
						INVOICE TOTAL:	4,899.00
						VENDOR TOTAL:	4,899.00
JAM	JAMES CHRYSLER DODGE JEEP RAM						
28972	11/14/18	01	REPAIR 2010 DODGE RAM 2500	010030024110		12/14/18	593.48
						INVOICE TOTAL:	593.48
						VENDOR TOTAL:	593.48
JGUNIN	J.G. UNIFORMS INC.						
45786	11/16/18	01	UNIFORM	010020034690		12/16/18	170.48
						INVOICE TOTAL:	170.48
						VENDOR TOTAL:	170.48
KONMIN	KONICA MINOLTA BUS SOLUTION						
255286463	11/22/18	01	MONTHLY MAINTENANCE	010020024340		12/22/18	153.58
						INVOICE TOTAL:	153.58
						VENDOR TOTAL:	153.58



DATE: 12/03/18  
 TIME: 15:25:21  
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VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/31/2019

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
32271	11/12/18	01	ACCOUNTING ASSISTANCE	010010024380		12/12/18	6,560.00
						INVOICE TOTAL:	6,560.00
						VENDOR TOTAL:	6,560.00
103-008782	11/08/18	01	TORCH	010030024280		12/08/18	63.19
						INVOICE TOTAL:	63.19
						VENDOR TOTAL:	63.19
56472042	10/31/18	01	WATER FUEL	300010034660		11/21/18	216.26
		02	SEWER FUEL	310010034660			195.86
		03	STREETS FUEL	010030034660			119.87
						INVOICE TOTAL:	531.99
						VENDOR TOTAL:	531.99
DEC 2018	11/09/18	01	VH INTERNET	010010024230		12/07/18	66.90
						INVOICE TOTAL:	66.90
						VENDOR TOTAL:	66.90
94840	11/12/18	01	SUPPLIES	010030034670		12/12/18	575.42
						INVOICE TOTAL:	575.42
						VENDOR TOTAL:	575.42
94841	11/12/18	01	CONCRETE	010030034700		12/12/18	306.46
						INVOICE TOTAL:	306.46
						VENDOR TOTAL:	881.88

MBS M.E. SIMPSON CO INC

DATE: 12/03/18  
 TIME: 15:25:21  
 ID: AP441000.WOM

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/31/2019

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
MES	M.E. SIMPSON CO INC						
32652	11/30/18	01	LEAK DETECTION PROGRAM	300010024160		12/30/18	9,805.00
							INVOICE TOTAL: 9,805.00
							VENDOR TOTAL: 9,805.00
MIFISE	MIDWEST FIRE & SECURITY						
32317	11/08/18	01	FIRE ALARM MONITORING WELL 13	300010024280		12/08/18	150.00
							INVOICE TOTAL: 150.00
							VENDOR TOTAL: 150.00
MISA	MIDWEST SALT						
P441437	11/07/18	01	SALT	300010034680		12/07/18	2,863.99
							INVOICE TOTAL: 2,863.99
							VENDOR TOTAL: 2,863.99
MORSH	MORNEAU SHEPELL LTD						
871518	11/02/18	01	SEMT-ANNUALLY FEE NOV - APR	010010024376		12/02/18	101.64
							INVOICE TOTAL: 101.64
							VENDOR TOTAL: 101.64
MUMADI	MUNICIPAL MARKING DISTRIBUTOR						
25303	11/13/18	01	WOOD LATH	010030034680		12/13/18	81.00
							INVOICE TOTAL: 81.00
							VENDOR TOTAL: 81.00
NICOR	NICOR						
DEC 2018	11/09/18	01	87-56-68-1000 5	300010024260		12/27/18	1,868.68
		02	19-61-05-1000 5	310010024260			29.05
							INVOICE TOTAL: 1,897.73
							VENDOR TOTAL: 1,897.73

INVOICES DUE ON/BEFORE 03/31/2019

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
6233	11/16/18	01	UNIFORM	310010034690		12/16/18	34.50
						INVOICE TOTAL:	34.50
						VENDOR TOTAL:	34.50
229367627001	11/09/18	01	SUPPLIES	010020034650		12/15/18	45.41
						INVOICE TOTAL:	45.41
229367911001	11/09/18	01	PEN REFILL	010020034650		12/15/18	7.09
						INVOICE TOTAL:	7.09
						VENDOR TOTAL:	52.50
3521			O'SHEA ELECTRIC INC				
9656	12/02/18	01	REPLACED STREET LIGHTS	010030024270		01/02/19	967.50
						INVOICE TOTAL:	967.50
9658	12/02/18	01	REPLACED BROKEN ST LIGHTS	010030024270		01/02/19	1,735.00
						INVOICE TOTAL:	1,735.00
9659	12/03/18	01	REPLACEMENT LIGHTING	010030024270		01/03/19	2,222.70
						INVOICE TOTAL:	2,222.70
9660	12/03/18	01	REPAIR FRMR WTR TREATMNT PLANT	010030024270		01/03/19	2,475.00
						INVOICE TOTAL:	2,475.00
						VENDOR TOTAL:	7,400.20
PLRE			PLANNING RESOURCES INC				
13161	11/14/18	01	PET AG REVIEW 2 & 3	010000002114		12/14/18	740.00
						INVOICE TOTAL:	740.00
						VENDOR TOTAL:	740.00

POTS POMP TIRE SERVICE INC.

DATE: 12/03/18  
 TIME: 15:25:21  
 ID: AP441000.WOM

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/31/2019

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
POTS	PUMP TIRE SERVICE INC.						
640066227	11/09/18	01	REAR FLAT TIRE LOADER	010030024120		12/09/18	327.90
						INVOICE TOTAL:	327.90
						VENDOR TOTAL:	327.90
Q&A	Q & A REPORTING INC						
11-13-18-e	11/20/18	01	PUBLIC HEARING	010000002138		12/20/18	210.00
						INVOICE TOTAL:	210.00
						VENDOR TOTAL:	210.00
QUCCO	QUILL CORPORATION						
2892159	11/20/18	01	OFFICE SUPPLIES	010030034650		12/20/18	71.97
						INVOICE TOTAL:	71.97
2919663	11/23/18	01	UNTERUPTABLE POWER SOURCE	300010034670		12/23/18	439.80
						INVOICE TOTAL:	439.80
2930842	11/23/18	01	OFFICE SUPPLIES	310010034650		12/23/18	141.20
						INVOICE TOTAL:	141.20
						VENDOR TOTAL:	652.97
RAOH	RAY O'HERRON CO, INC						
1859491-IN	11/09/18	01	UNIFORM	010020034690		12/09/18	62.78
						INVOICE TOTAL:	62.78
1861976-IN	11/21/18	01	UNIFORM	010020034690		12/21/18	190.95
						INVOICE TOTAL:	190.95
						VENDOR TOTAL:	253.73
RKQUSE	RK QUALITY SERVICES						
11369	11/19/18	01	OIL CHANGE	010020024110		12/19/18	33.53
						INVOICE TOTAL:	33.53

INVOICES DUE ON/BEFORE 03/31/2019

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
RRQUSE RK QUALITY SERVICES							
11444	12/03/18	01	OIL CHANGE & REPLACE BATTERY	010020024110		01/03/19	63.53
						INVOICE TOTAL:	63.53
						VENDOR TOTAL:	97.06
STAINS STANDARD INSURANCE COMPANY							
DEC 2018	11/16/18	01	ADM	010010014035		12/01/18	28.29
		02	PD	010020014035			169.70
		03	STREETS	010030014035			47.15
		04	SEWER	310010014035			14.14
		05	WATER	300010014035			14.15
						INVOICE TOTAL:	273.43
NOV 2018	10/17/18	01	ADM	010010014035		12/01/18	28.29
		02	PD	010020014035			179.13
		03	STREETS	010030014035			47.15
		04	SEWER	310010014035			14.14
		05	WATER	300010014035			14.15
						INVOICE TOTAL:	282.86
						VENDOR TOTAL:	556.29
53807	10/30/18	01	BROKEN WATER MAIN CALL	300010024160		11/30/18	2,375.00
						INVOICE TOTAL:	2,375.00
						VENDOR TOTAL:	2,375.00
21438	01/01/19	01	HOSTING CODE ANNUAL FEE	010010024470		01/01/19	500.00
						INVOICE TOTAL:	500.00
						VENDOR TOTAL:	500.00

STCO STERLING CODIFIERS, INC.

TEK TEKLAB, INC

DATE: 12/03/18  
 TIME: 15:25:21  
 ID: AP441000.WOM

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/31/2019

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
TEK	TEKLAB, INC						
221982	11/19/18	01	WATER TESTING	310010024380		12/19/18	491.50
			INVOICE TOTAL:				491.50
222409	11/29/18	01	MONTHLY NPDES TESTING	310010024380		12/29/18	460.50
			INVOICE TOTAL:				460.50
			VENDOR TOTAL:				952.00
TRCOPR	TRAFFIC CONTROL & PROTECTION						
99510	11/16/18	01	POSTS AND BRACKET SETS	010030024130		12/16/18	451.00
			INVOICE TOTAL:				451.00
99511	11/16/18	01	DIAGONAL ARROW SIGNS	010030024130		12/16/18	126.35
			INVOICE TOTAL:				126.35
			VENDOR TOTAL:				577.35
VSP	VISION SERVICE PLAN (IL)						
SEPT 2018A	11/21/18	01	ADM	010010014037		11/21/18	21.84
		02	PD	010020014037			63.80
		03	STREETS	010030014037			57.43
		04	WATER	300010014037			17.69
		05	SEWER	310010014037			17.69
			INVOICE TOTAL:				178.45
			VENDOR TOTAL:				178.45
VMPD	VERIZON WIRELESS						
9818491028	11/15/18	01	PD CELLULAR SERVICE	010020024230		12/07/18	388.04
			INVOICE TOTAL:				388.04
			VENDOR TOTAL:				388.04
MVH	VERIZON WIRELESS						
DEC 2018	11/15/18	01	ADM	010010024230		12/07/18	56.04



INVOICES DUE ON/BEFORE 03/31/2019

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
WVH	VERIZON WIRELESS						
DEC 2018	11/15/18	02	PD	010020024230		12/07/18	220.83
		03	STREETS	010030024230			280.20
		04	WATER	300010024230			102.07
		05	SEWER	310010024230			102.06
			INVOICE TOTAL:				761.20
			VENDOR TOTAL:				761.20
-----							
WMA	WASTE MANAGEMENT						
3575685-2011-2	11/29/18	01	NOV 2018	290010024330		12/29/18	47,950.06
			INVOICE TOTAL:				47,950.06
			VENDOR TOTAL:				47,950.06
-----							
WEX	MEX BANK						
56869324	11/30/18	01	PD FUEL	010020034660		12/21/18	2,878.30
		02	STREETS FUEL	010030034660			1,795.04
		03	WATER FUEL	300010034660			131.82
		04	SEWER FUEL	310010034660			131.14
			INVOICE TOTAL:				4,936.30
			VENDOR TOTAL:				4,936.30
-----							
WSU	WATER SOLUTIONS UNLIMITED, INC						
46614	11/08/18	01	DWTP CHEMICALS	300010034680		12/08/18	1,507.50
			INVOICE TOTAL:				1,507.50
			VENDOR TOTAL:				1,507.50
			TOTAL ALL INVOICES:				190,595.61

To: Jeff Magnussen  
Village President

From: Brad Sanderson, P.E.  
Vice President

Date: December 3, 2018

Re: ***I-90 Area Wastewater Collection Planning***

EEI Job #: HA1812

---

This memo provides a summary as to the current planning of the wastewater collection system in the I-90 area.

There are several major components that will be required to be constructed or reconstructed to provide adequate service to the area. They are generally described below:

1. Metrix Lift Station – Initial Improvements by Developer
  - a. Regional Station – Ultimate Condition
  - b. Allows for Future Abandonment of Elgiloy and McDonalds Lift Stations
  - c. Pump to Higgins Road LS or New Gravity Sewer
  - d. Phased Improvements
  
2. Higgins Road Lift Station
  - a. Currently Nearing Capacity
  - b. Immediate Planning Recommended
    - i. Preliminary Engineering (0-6 months)
      1. Preliminary Sizing
      2. Preliminary Site Plan
      3. Preliminary Cost Estimates
      4. Review of Gravity Sewer Options – Extension of Sewer through Crown
    - ii. Final Engineering/Construction (1-2 Years)
  
3. Gin Sanitary Sewer
  - a. Allow for Elgiloy LS Abandonment
  - b. Conceptual Cost Estimate for Sewer - \$765,000
  - c. Current Elgiloy LS Issues

4. McDonalds Lift Station
  - a. Currently has Capacity
  - b. Ultimately Planned to be Abandoned
  - c. Gravity Sewer Required to Abandon

The above projects are generally listed in the order of importance. The Metrix Lift Station is being constructed as part of the subdivision development. It is our recommendation that the Village begin planning as noted above for the Higgins Road Lift Station within the near term.

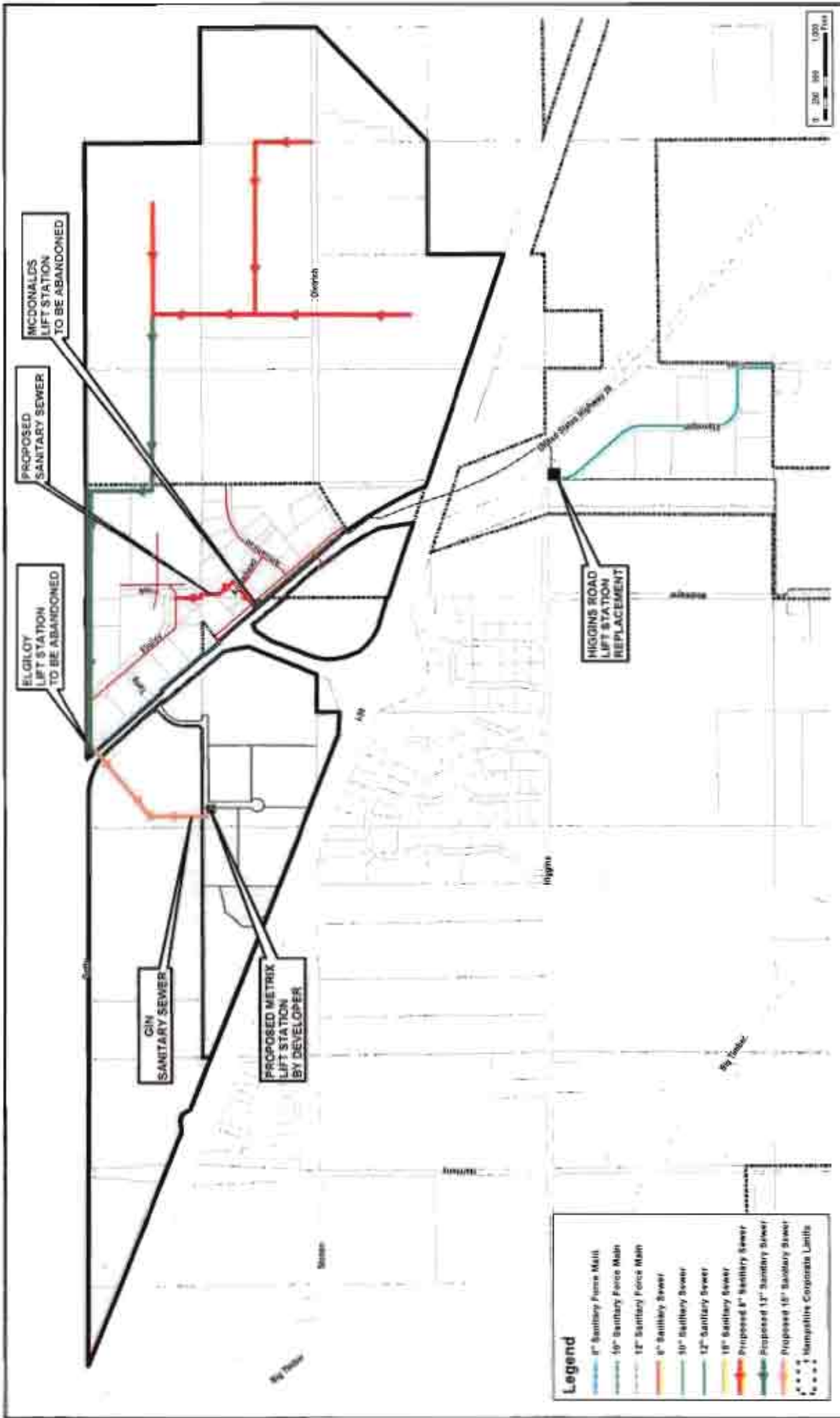
We have attached the outline and exhibits that were reviewed at the November 16, 2018 Public Works Committee Meeting. If you have any comments or questions, please let us know.

PC: Linda Vasquez, Village Clerk  
Mark Montgomery, Water/Wastewater Supervisor  
BPS, EEI

## I-90 Area Collection System Planning Village of Hampshire

Discussion Outline  
November 16, 2018

- Existing Facilities
  - Higgins and McDonald LS – 1995
  - Elgiloy LS – 1998
- Planned Improvements – Metrix
  - Metrix Lift Station
    - Regional Station – Ultimate
    - Allows for Future Abandonment of Elgiloy and McDonalds Lift Stations
    - Pump to Higgins Road LS or New Gravity Sewer
    - Phased Improvements
- Other Planned Improvements
  - Higgins Road Lift Station
    - Currently Nearing Capacity
    - Immediate Planning Recommended
      - Preliminary Engineering (0-6 months)
      - Final Engineering/Construction (1-2 Years)
  - Gin Sanitary Sewer
    - Would Allow for Elgiloy LS Abandonment
    - Current Elgiloy LS Issues
    - Preliminary Cost Estimate- \$765,000
  - McDonalds Lift Station
    - Currently has Capacity
    - Ultimately Planned to be Abandoned
    - Gravity Sewer Required to Abandon



**Legend**

- 1" Sanitary Force Main
- 6" Sanitary Force Main
- 12" Sanitary Force Main
- 6" Sanitary Sewer
- 10" Sanitary Sewer
- 12" Sanitary Sewer
- 18" Sanitary Sewer
- Proposed 6" Sanitary Sewer
- Proposed 12" Sanitary Sewer
- Proposed 18" Sanitary Sewer
- Proposed 24" Sanitary Sewer
- Non-potable Corporate Limits

		Engineering Enterprises, Inc. 10000 W. 10th Ave., Suite 100 Denver, CO 80202 Phone: (303) 751-1111 Fax: (303) 751-1112	Village of Strongsboro 10000 W. 10th Ave.	SHEET NO. 1-90 AREA PROJECT NO. 1-90 AREA DATE: 11/11/2011 DRAWN BY: J. J. JENSEN CHECKED BY: J. J. JENSEN APPROVED BY: J. J. JENSEN	WASTEWATER PLANNING SANITARY SEWER	I-90 AREA
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McDonalds LS

Overview of Wet Well



Higgins LS



McDonalds LS

Discharge Pipes



Higgins LS





McDonalds LS

Conduits for Pump Cables



Higgins LS

To: Jeff Magnussen  
Village President

From: Brad Sanderson, P.E.  
Vice President

Date: December 3, 2018

Re: **Connection Water Main**

EEI Job #: HA1800

---

This memo provides a summary for the discussion moving forward with the Connection Water Main Project. As a reminder, the project is needed for the following reasons:

1. There is a lack of redundancy in the system as only one 300 gpm well (Well No. 7) serves the area.
2. There is limited capacity in Well No. 7.
3. There is poor water quality associated with Well No. 7.
4. The Water Treatment Plant that was built in 1998 is in need of significant upgrades. Upgrades are estimated to be in the \$600-700,000 range. This does not take into account the operation and maintenance costs.

EEI has been recommending the abandonment of Well No. 7 and the Water Treatment Plant based on items 2, 3 and 4 for several years.

Attached are two water main route options that have been presented previously for the project. If the Village determines to move forward, the recommended action items would be as follows:

1. Begin preliminary engineering to determine easement routes and dimensions.
2. After preliminary engineering, prepare easement documents for securing of easements.
3. Once easements are secured, proceed with final engineering and permitting.



If you have any comments or questions, please let us know.

PC: Linda Vasquez, Village Clerk  
Mark Montgomery, Water/Wastewater Supervisor  
BPS, EEI

5/21

## Supply and Treatment

### Well No. 7 and WTP

- Constructed in 1999
- Well Rehabbed in 2014
- 300 gpm
- Only source in North Zone
- Poor Raw Water Quality – Hydrogen Sulfide (Corrosive)
- “Metallic” Tasting Drinking Water Due to No Corrosion Control
- Aging Components in WTP

**North Zone Average Day = 100,000 Gal**

**Worse Case = 4-5 Days of Storage**











JOB NO:	HA1826
PREPARED:	STD
DATE:	November 26, 2018
PROJECT TITLE:	Water Treatment Plant No. 7 Rehabilitation

**PRELIMINARY ENGINEERING OPINION OF PROBABLE CONSTRUCTION COST**

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION AND DEMOLITION	LS	1	\$ 7,500.00	\$ 7,500.00
2	CATION EXCHANGE UNITS MEDIA REPLACEMENT	LS	1	\$ 75,000.00	\$ 75,000.00
3	REPLACE AIR COMPRESSOR	LS	1	\$ 6,000.00	\$ 6,000.00
4	REPLACE PNEUMATIC VALVE SYSTEM (AUTOMATED VALVES, STAGERS, TUBING)	LS	1	\$ 20,000.00	\$ 20,000.00
5	REPLACE FLOW METERS IN MAIN TREATMENT AREA	EA	3	\$ 4,500.00	\$ 13,500.00
6	PAINTING (PIPING, VALVES, MECHANICAL SUPPORTS, CEILINGS)	LS	1	\$ 17,500.00	\$ 17,500.00
7	REPLACE AIR RELEASE VALVE FOR WELL 7	LS	1	\$ 4,500.00	\$ 4,500.00
8	REPLACE MAKEUP WATER LINE TO BRINE TANK	LS	1	\$ 10,000.00	\$ 10,000.00
9	REPLACE CONTROL PANEL (INCLUDING PLC AND PROGRAMMING)	LS	1	\$ 50,000.00	\$ 50,000.00
10	REPLACE HVAC COMPONENTS (EXHAUST FAN, MOTORIZED LOUVER, SPLIT-SYSTEM HEAT PUMP -A/C UNIT)	LS	1	\$ 20,000.00	\$ 20,000.00
11	REHABILITATE SODIUM HYPOCHLORITE CHEMICAL FEED EQUIPMENT - NEW SCALE AND DAY TANK	LS	1	\$ 3,000.00	\$ 3,000.00
12	FURNISH BACKUP PUMP AND MOTOR FOR WELL 7	LS	1	\$ 70,000.00	\$ 70,000.00
13	FURNISH AND INSTALL LEVEL TRANSDUCER AND 1-1/2" PVC PIPE FOR WELL 7	LS	1	\$ 7,500.00	\$ 7,500.00
14	FURNISH/INSTALL PERMANENT GENERATOR AND ATS	LS	1	\$ 115,000.00	\$ 115,000.00
15	RESTORATION AND DEMOBILIZATION	LS	1	\$ 5,000.00	\$ 5,000.00
				<b>SUB-TOTAL</b>	<b>\$ 424,500.00</b>
				<b>CONTINGENCY (20%)</b>	<b>\$ 84,900.00</b>
				<b>BONDS AND INSURANCE (2%)</b>	<b>\$ 10,200.00</b>
				<b>CONTRACTOR'S OVERHEAD AND PROFIT (13%)</b>	<b>\$ 86,300.00</b>
				<b>TOTAL PRELIMINARY EOPCC</b>	<b>\$ 585,900.00</b>
				<b>ENGINEERING (16%)</b>	<b>\$ 93,800.00</b>
				<b>TOTAL ESTIMATED PROJECT COST</b>	<b>\$ 679,700.00</b>

Notes:

- 1) Based on 2018 Construction Costs
- 2) Assumes Level Transducer Installed Concurrently with Future Pump/Motor Maintenance; Includes Control Wiring and Programming
- 3) Permanent Diesel Generator and ATS Sized to Operate Well 7 and the Water Treatment Plant; Includes Generator Pad and Site Work





To: Jeff Magnussen  
Village President

From: Brad Sanderson, P.E.  
Vice President

Date: December 3, 2018

Re: **Capital Improvement Planning (CIP)**

EEI Job #: HA1800

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This memo is to follow-up on discussion from the November 16, 2018 Public Works Committee meeting. There was discussion regarding preparing a Five-Year Capital Planning document.

A Capital Improvement Plan is a tool to assess the long-term capital project requirements of a government entity and to establish funding of high-priority projects in a timely and cost-effective fashion

There are several benefits to preparing CIP planning documents. They include:

1. Promotes the provision of continuous efficient services.
2. Provides a means of communicating project needs to the decision makers.
3. The written plan identifies and describes capital projects, the years in which funding each project is to occur and the method of funding.
4. A

Terminates the ad hoc policy of allocating resources to capital projects without regard to long-term impact on the government's available reserves.



2.	Assures that the most important projects obtain funding.
3.	Integrates budgeting for day-to-day services and activities with budgeting for capital improvements. This insures that construction and acquisition needs are addressed.
4.	Assures that the most appropriate method of funding is selected (e.g. pay-as-you go, privatizing or bonds. Also insures that when bonds are used the most appropriate type is selected.)
5.	Improves project planning and timing sequence. (e.g. Allows sufficient time to arrange and promote bond or tax referenda. Allows sufficient time to accumulate cash for pay-as-you go projects.)

PC: Linda Vasquez, Village Clerk  
Mark Montgomery, Water/Wastewater Supervisor  
BPS, EEI