

Village of Hampshire Village Board Meeting

Thursday, February 4, 2021 - 7:00 PM Hampshire Village Hall – 234 S. State Street

AGENDA

- 1. Call to Order
- 2. Establish Quorum (Physical and Electronic)
- 3. Pledge of Allegiance
- 4. Public Comments
- 5. Approval of Minutes from January 21, 2021
- 6. Public Hearing Annexation Agreement with Brier Hill Ventures, LLC
- 7. Village Manager's Report
 - a. An Ordinance Authorizing the Execution of a Certain Annexation Agreement (Brier Hill Ventures, LLC)
 - b. An Ordinance Dissolving Village of Hampshire SSA No. 9
 - c. An Ordinance Abating Taxes Levied for the 2020 Tax Year (Collectable in 2021) to Pay Debt Service on the \$1,175,000 General Obligation Refunding Bonds (Alternate Revenue Sources), Series 2016 (Previously Designated as "Series 2015")
 - d. An Ordinance Abating Taxes Levied for the 2020 Tax Year (Collectable in 2021) to Pay Debt Service on the Issuance of up to \$2,750,000 General Obligation Refunding Bonds (Alternate Revenue Sources), Series 2012
 - e. An Ordinance Abating Taxes Levied for the 2020 Tax Year (Collectable in 2021) to Pay Debt Service on the \$1,400,000 General Obligation Bonds (Alternate Revenue Sources), Series 2009A
 - f. Update on Rt. 72 and State Street Intersection Improvements
- 8. Village Board Committee Reports
 - a. Finance
 - i. A Motion to Approve the February 4, 2021 Accounts Payable
 - b. Public Relations
 - c. Planning/Zoning
 - d. Public Safety
 - i. Police Department Report
 - e. Fields & Trails
 - f. Village Services
 - g. Public Works
 - i. Streets Department Report
 - h. Business Development Commission
- 9. New Business
- 10. Announcements
- 11. Executive Session
- 12. Any items to be reported and acted upon by the Village Board after returning to open session
- 13. Adjournment

Attendance: By Public Act 101-0640, all public meetings and public hearings for essential governmental services may be held by video or tele conference during a public health disaster, provided there is an accommodation for the public to participate, and submit questions and comments prior to meeting. If you would like to attend this meeting by Video or Tele Conference, you must e-mail the Village Clerk with your request no later than noon (12 PM) two days prior to the meeting, and a link to participate will be sent to your e-mail address the day of the meeting, including all exhibits and other documents (the packet) to be considered at the meeting.

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 January 21, 2021

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, January 21, 2021.

Trustee Kelly made a motion to allow Trustees Krajecki and Robinson to join the meeting electronically:

Seconded by Trustee Reid Motion carried by roll call vote. Ayes: Kelly, Koth, Reid, and Klein

Nays: None Absent: None

Present: Christine Klein, Toby Koth, Mike Reid, Aaron Kelly, and Jeffrey Magnussen.

Electronically: Ryan Krajecki and Erik Robinson.

A quorum was established.

Also Present: Village Manager Jay Hedges, Village Clerk Linda Vasquez, Finance Director Lori Lyons, Police Chief Brian Thompson, and Assistant to the Village Manager Josh Wray.

Also electronically: Village Attorney Mark Schuster, Village Engineer Tim Paulson, and John Harris and Lizzy Kreindler from a5.

President Magnussen led the Pledge of Allegiance.

MINUTES

Trustee Kelly moved to approve the minutes of January 7, 2021.

Seconded by Trustee Krajecki Motion carried by roll call vote.

Ayes: Kelly, Koth, Klein, Krajecki, Robinson, Reid

Nays: None Absent: None

Village President Magnussen announced the Village sends out condolences to the family of Bob & Linda Vasquez on the passing of their daughter Rachel Vasquez, the family of Walter Riemers who is believed to be found deceased after having gone missing in November, and the family of Emanuel Delgado for the passing of their 14 years old child.

There was a moment of silence.

VILLAGE MANAGER REPORT:

Trustee Krajecki moved to reappoint William Albert to the Zoning Board of Appeals for a

5-year term.

Seconded by Trustee Klein Motion carried by roll call vote.

Ayes: Koth, Klein, Krajecki, Robinson, Reid

Nays: None Absent: None Present: Kelly

Trustee Klein moved to reappoint Ken Swanson to the Plan Commission for a 3-year term.

Seconded by Trustee Krajecki Motion carried by roll call vote.

Ayes: Klein, Koth, Krajecki, Robinson, Reid

Nays: None Absent: None Present: Kelly

Trustee Koth moved to approve second payment in the amount of \$6,963.30 for the Highland Avenue Storm Sewer Improvements project to Stark and Sons Trenching, Inc.

Seconded by Trustee Kelly Motion carried by roll call vote.

Ayes: Kelly, Koth, Klein, Krajecki, Robinson, Reid

Nays: None Absent: None

Trustee Klein moved to approve the engagement with Lauterbach & Amen, LLP for FY2020 Audit Services in the amount of \$26,700.

Seconded by Trustee Robinson Motion carried by roll call vote.

Ayes: Kelly, Koth, Klein, Krajecki, Robinson, Reid

Nays: None Absent: None

Village Manager Hedges noted that the Village will likely go out for bid for audit services after the FY2020 audit is completed.

Presentation on the Project at the Intersection of State Street and Rt. 72.

Tim Paulson from EEI presented a summary of the project beginnings, the status, the schedule moving forward, the improvements to be made, and the associated costs.

The project was initiated in 2013 and will be bid this summer. Improvements will include adding underground stormwater drainage capacity, new intersection signals and lighting, new paths and sidewalks, and Village utilities. Additionally, staff was asked to bring the following items to IDOT for confirmation or consideration:

- The Board wants to confirm who will be responsible for maintaining the pathway.
- Trustee Robinson would like to see a sidewalk and crosswalk by the BP gas station.
- Trustee Reid would like to confirm if the electricity being brought through for the new street lighting will be accessible to Henpeck Park so the Village can have an electrical signage board.

Trustee Kelly would like IDOT to consider adding sidewalk on the north side of Rt.
 72 to connect the intersection to where a future sidewalk will be in front of the future commercial mall.

Josh Wray Assistant to the Village Manager gave a Building Department report, including a report on the transition to SAFEbuilt. All permits and inspections moving forward will be done by SAFEbuilt using the new online system, Community Core.

VILLAGE BOARD COMMITTEE REPORTS

a) <u>Business Development</u> – Trustee Krajecki reported the BDC will be starting an ambassador program lead by Karen Trzaska to get feedback from business owners. The BDC will also be reviewing the Village's Comprehensive Plan to consider the planned commercial space in the Village. Stitching on State has been sold but will remain as is with no changes.

b) Finance -

a. Accounts Payable -

Trustee Kelly moved to approve the Accounts Payable in the sum of \$151,797.17 paid on or before January 27, 2021.

Seconded by Trustee Robinson Motion carried by roll call vote.

Ayes: Kelly, Klein, Koth, Krajecki, Robinson, Reid

Nays: None Absent: None

Trustee Kelly commented that the Village's fees for webhosting seem outrageous. Trustee Reid noted that our prices are higher than other website types because of the public meeting tracking and FOIA requirements. Village Manager Hedges said staff will investigate the competitiveness of the current service costs.

Staff provided the FY2022 budget calendar. The Finance Committee will have its first meeting March 1, 2021, which will be scheduled as a working session.

Trustee Klein wanted to thank Finance Director Lyons for catching us up with the audit. Village Manager Hedges also thank Ms. Lyons for all her hard work and dedication to us getting caught up. Ms. Lyons noted that Terry, the Village's new Accounting Manager, has been instrumental in the progress.

Trustee Kelly would like to see a report on funds, including current balances, in-flow, and out-flow. Village Manager Hedges reported that staff is currently working on doing a forecast for this year and next year. Staff will start producing regular financial reports for the Board after the end of the fiscal year.

c) <u>Public Relations</u> – Trustee Reid announced the PR Committee has come to a logo and tagline agreement after getting input from the BDC and various others and after going through several concepts and iterations. John Harris from a5 presented the new logo and tagline as the beginning of the new brand for the Village.

Trustee Reid moved to approve the new logo and tagline as presented.

Seconded by Trustee Kelly Motion carried by roll call vote.

Ayes: Kelly, Klein, Koth, Krajecki, Robinson, Reid

Nays: None Absent: None

- d) Planning/Zoning No report
- e) Public Safety No report
- f) Fields & Trails No report
- g) <u>Village Services</u> Trustee Kelly and Village Manager Hedges will be meeting with Waste Management to discuss contract renewal. Trustee Kelly will also be talking to Flood Bros. Trustee Kelly will be recommending the Village go out for bid for this contract to make sure the Village is receiving competitive service.
- h) Public Works No report

ANNOUNCEMENTS

Village Manager Hedges reported there were 88 people tested at the COVID-19 testing last week at the high school. They will be testing again Sunday, January 24th at Hampshire High School.

<u>ADJOURNMENT</u>

Trustee Kelly moved to adjourn the Village Board meeting at 8:53 p.m.

Seconded by Trustee Klein Motion carried by roll call vote

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

Nays: None Absent: None

Linda Vasquez Village Clerk

AGENDA SUPPLEMENT

TO: Village President and Board of Trustees, and Village Manager

FROM: Mark Schuster / Village Attorney

DATE: February 4, 2021

RE: Brier Hill Ventures (Midwest Cos.)

The matter of annexation of a certain eleven (11) acre parcel on Brier Hill Road comes before the Board of Trustees for a public hearing concerning the proposed annexation agreement for the subject property.

The proposed agreement deals with issues related to development of the parcel, and may encompass any other matter allowed by law. 65 ILCS 5/11-15-1.1.

The purpose of the public hearing is to take comment on the proposed agreement. By law, the terms and provisions of the agreement may be modified after the public hearing and before final approval.

The key points of the proposed agreement are outlined on the attached Summary.

The Agreement has been modified to clarify the fact that Brier Hill Ventures LLC is not presently the owner of the subject property, but will soon be acquiring it. See Par. 37.

Please note than an updated Site Plan has been attached as Exhibit C to the Annexation Agreement. This site plan shows an E-W roadway across the northern portion of the property.

Development of the property will be subject to future submittals of engineering plans for the development.

Action(s) Needed

- A. Review and finalize the proposed Annexation Agreement.
- B. Enact an Ordinance Authorizing Execution of a Certain Annexation Agreement with Brier Hill Ventures.
- C. Final annexation of the property, and zoning, will be postponed until such time as Brier Hill Ventures becomes the owner of record.

Annexation Agreement by and between Village of Hampshire And Brier Hill Ventures, LLC

Summary

- Property > The Property constitutes of two (2) parcels: i) a tract of land consisting of 11.97± acres ("Subject Property"); and ii) an additional parcel consisting of 7± acres ("Additional Parcel").
- Zoning > The entire property will be zoned M-2 General Industrial Zoning District.
- Special Use > The Subject Property and the Additional Parcel be approved for a special use to allow for construction and operation of a re-cycling center for construction materials
- 1. <u>Annexation</u>. The Village agrees to annex the Subject Property upon the terms and conditions set forth in the Agreement.
- 2. <u>Zoning.</u> The Subject Property shall be classified in the M-2 General Industrial Zoning District, and together with the Additional Parcel, be approved for a special use to allow for construction and operation of a re-cycling center.
- 3. <u>Development Plans</u>. Owner shall submit further, appropriate engineering plans for review and approval prior to development of the Subject Property and the Additional Parcel.
- 4. <u>Compliance with Codes</u>. The development or improvement of the Subject Property and the Additional Parcel shall be subject to the provisions of the Hampshire Municipal Code as it exists on the date of application for building permit.
- 5-6. <u>Sanitary Sewer / Water</u>. The Village agrees that development of the Subject Property may proceed without present connection to either Village sanitary sewer main, or water main. But, Owner shall in the future connect to a sanitary sewer main and/or water main within one (1) year after the date such Village sanitary sewer main is or becomes located within 2,000 feet of the nearest property line of the Subject Property. Owner shall at that time pay the appropriate connection fee.
 - a) To secure this obligation, Owner shall consent to creation of a Special Service Area, for the purpose of extending sanitary sewer transmission pipelines to and across the Subject Property in the event that Owner does not otherwise comply with the requirements of this Section.
 - b) Owner shall be entitled to reimbursement to Owner of a proportion of the costs incurred for sewer improvements that provide a benefit to owners of other properties.
- 7. <u>Stormwater Management</u>. Owner shall comply with the Village stormwater regulations in the design and construction of any stormwater facilities, including the creation of a back-up Special Service Area for the purpose of maintaining the drainage improvements.

10. <u>Utilities and Easements</u>. All utilities shall be installed underground; and Owner shall dedicate a public utility easement ("PUE") and village utility easement ("VUE") on the eastern perimeter of the Subject Property and the Additional Parcel; and shall dedicate such additional easements as may reasonably be necessary for public utilities.

11-12. Fees and Charges.

- a) Owner shall pay the applicable Kane County Transportation Fee.
- b) There are no Village impact fees for commercial / industrial development.
- c) Owner shall pay reimbursement to PHI-Hampshire or its successor, recapture due, pursuant to Recapture Agreement dated May 30, 2014, and recorded as Doc. No. 2014K028695 for improvements to the Village's Wastewater Treatment Facility 1st Expansion.

16. Public Improvements.

- a) Owner shall contribute to the Village a sum equal to Eighty Thousand and No/100 (\$80,000.00) Dollars for the future repair / reconstruction of Brier Hill Road between the CP Rail System tracks north to the southern end point of recent improvements made to Brier Hill Road (for re-configuration and new intersection with Allen Road). (Due at time of occupancy; and to be held in escrow by the Village).
- b) Owner shall take reasonable steps, including the posting of a directional sign at the exit from the property, to direct all truck traffic to the north on Brier Hill Road.
- 17. Reimbursement of Village Expenses and Consultant Fees. Owner shall reimburse the Village for any and all costs incurred by the Village for the services of any expert or consultant.
- 20. Hours of Work. Construction activities shall be conducted between the hours of
 - a) 7:00 a.m. to 8:00 p.m. Monday through Friday; and
 - b) 7:00 a.m. to 5:00 p.m. on Saturday.
- 21. <u>Signage.</u> Owner shall be allowed to install on the Subject Property and the Additional Parcel such sign or signs as are otherwise permitted by Village Code.
- 22. <u>Term of Agreement</u>. This Agreement shall remain in full force and effect for 20 years.

No. 21 -

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CERTAIN ANNEXATION AGREEMENT (Brier Hill Ventures, LLC – Brier Hill Road Property)

WHEREAS, a proposal for annexation of certain territory to the Village has been submitted to the Village Clerk, as part of a Land Use / Development Application filed by Brier Hill Ventures, LLC as the prospective purchaser of certain territory consisting of some 11.9± acres located on Brier Hill Road, north of the CP Rail railroad tracks and south of Allen Road; and

WHEREAS, in conjunction with said proposal, the Village and the prospective purchaser have composed a certain Annexation Agreement, including therein the legal description of the territory to be annexed, and proposed terms and conditions for the annexation and development of the subject property; and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village of Hampshire that the Village enter into an Annexation Agreement pertaining to the annexation and development of such property; and

WHEREAS, said agreement shall be and is contingent upon acquisition by Brier Hill Ventures LLC of the property described therein; and otherwise, Brier Hill Ventures, LLC is ready, willing and able to enter into said Agreement and perform the obligations required thereunder; and

WHEREAS, pursuant to notice published in the Daily Herald newspaper on January 19, 2021, a public hearing concerning the proposed Annexation Agreement was conducted before the Village Board of Trustees on February 4, 2021, and the statutory requirements provided in Section 11-15.1-1 et seq. of the Illinois Municipal Code, as amended, have been satisfied.

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

Section 1. A certain Annexation Agreement by and between the Village of Hampshire and Brier Hill Ventures, LLC, in words and figures as attached hereto as Exhibit A, and concerning the property described therein, shall be and is hereby approved.

Section 2. The Village President shall be and is hereby authorized and directed to sign, and the Village Clerk is authorized and directed to attest, a document entitled "Annexation Agreement" by and between the Village and Brier Hill Ventures, LLC, and relating to the property legally described in said document, after acquisition of the property by Brier Hill Ventures, LLC, the filing of an appropriate, sworn Petition for Annexation by

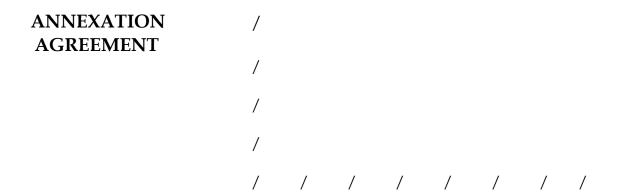
Brier Hill Ventures, LLC, and receipt by the Village Clerk of an original of the Annexation Agreement signed by Brier Hill Ventures, LLC.

Section 3. The Village Attorney is hereby authorized to approve of corrections of any clerical errors contained in said document when so received, and such corrections shall be and are incorporated in the approval evidenced by this Ordinance.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED follows:	THIS	DAY OF	FEBRUAR	XY, 2021,	pursuant	to roll	call	vote	as
AYES:									
NAYS:									
ABSENT:									
ABSTAIN:									
APPROVED THIS DAY OF FEBRUARY, 2021.									
				effrey R. I ïllage Pre	Magnusser sident	n		_	
ATTEST:									
Linda Vasquez Village Clerk									

EXHIBIT A ANNEXATION AGREEMENT



THIS ANNEXATION AGREEMENT entered into by and between the Village of Hampshire, an Illinois municipal corporation (hereinafter referred to as "Village"), and BRIER HILL VENTURES, LLC, an Illinois limited liability company (hereinafter referred to as "Owner"). Each of the Village and the Owner may sometimes be referred to herein as a "Party," and collectively, as the "Parties."

WHEREAS, the Subject Property constitutes a tract of land constituting a total of 11.97± acres more or less; and is legally described on the attached Exhibit "A"; and

WHEREAS, the Subject Property is not contained in any municipality but is contiguous to the Village of Hampshire, Kane County, Illinois, and may be annexed thereto as provided in Article VII of the Illinois Municipal Code, 65 ILCS 5-7-1-1 et seq.; and

WHEREAS, Brier Hill Ventures is not at this time the owner of record of the Subject Property, but is the prospective purchaser of same and will at the time of annexation be the Owner, and is referred to herein as "Owner"; and

WHEREAS, Owner is also the prospective purchaser and will at the time of annexation be the owner of an additional parcel contiguous to and immediately south of the Subject Property, which parcel consists of seven acres, more or less (the "Additional Parcel"); and

WHEREAS, the Subject Property and the Additional Parcel are legally described as set forth on the attached Exhibit "B"' and

WHEREAS, said Additional Parcel lies within the boundaries of the Village, and is classified in the M-2 General Industrial Zoning District; and

WHEREAS, upon completion of the acquisition of the Subject Property and the Additional Parcel, Brier Hill Ventures intends to file with the Village an appropriate sworn Petition for Annexation of the Subject Property, pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-8; and

WHEREAS, Brier Hill Ventures after due consideration appreciates the advantages and benefits which will result from said annexation; and

WHEREAS, Owner desires that the Subject Property be annexed to the Village of Hampshire upon the terms and conditions hereinafter set forth; and

WHEREAS, the Corporate Authorities, after due consideration, have concluded that the annexation of said Subject Property to the Village on the terms and conditions hereinafter set forth would further the growth of the Village, enable the Village to control development of the area, and serve the best interests of the Village; and

WHEREAS, Owner desires that the Subject Property be zoned in the M-2 General Industrial Zoning District, and together with the Additional Parcel, be approved for a special use to allow for construction and operation of a re-cycling center for construction materials, as more specifically set forth herein, pursuant to Chapter 6 of the Hampshire Municipal Code of 1985, as amended; and

WHEREAS, a public hearing concerning the zoning requests of Owner was held before the Hampshire Zoning Board of Appeals pursuant to public notice as provided by law; and the Zoning Board of Appeals has recommended to the Board of Trustees that the Subject Property be classified in the M-2 General Industrial Zoning District and that the Subject Property, together with the Additional Parcel, be approved for a special use to allow for construction and operation of a re-cycling center for construction materials after annexation of the Subject Property to the Village; and

WHEREAS, pursuant to the provisions of Sec. 11-15.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 11-15.1-1, a proposed Annexation Agreement in substantially the form of this Agreement was submitted to the Corporate Authorities and a public hearing was held on February 4, 2021, before the Corporate Authorities, pursuant to notice published in the Daily Herald newspaper on January 19, 2021, as provided by statute; and

WHEREAS, it is the intention of the Parties that this Agreement will not take effect, and the Subject Property not be annexed to and zoned in the Village, unless and until Brier Hill Ventures concludes its acquisition of the Subject Property and the Additional Parcel.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

- 1. <u>Authority</u>. This Agreement is made pursuant to and in accordance with the provisions of Sec. 11-15.1-1 <u>et seq.</u> of the Illinois Municipal Code, 65 ILCS 11-15.1-1 <u>et seq.</u>
- 2. <u>Petition</u>. Owner has filed with the Village a petition, pursuant to the Illinois Municipal Code, 65 ILCS 7-1-1 et seq., to annex the following legally described Subject Property to the Village, to wit:

See Attached Exhibit "A"

- 3. <u>Development Plans</u>. Owner has filed with the Village a draft Site Plan for the Subject Property, together with the Additional Parcel, attached hereto and incorporated herein as Exhibit "B." It is understood and agreed that Owner shall submit appropriate engineering plans for review and approval prior to development of the Subject Property and the Additional Parcel.
- 4. <u>Annexation</u>. The Village agrees to annex the Subject Property upon the terms and conditions set forth in this Agreement.
- 5. <u>Zoning.</u> The Parties hereto agree that the Subject Property shall be classified for zoning purposes in the M-2 General Industrial Zoning District, and together with the Additional Parcel, be approved for a special use to allow for construction and operation of a re-cycling center under §6-9-3 of the Village Code.
- 6. <u>Compliance with Codes</u>. The Parties agree that except as otherwise specified herein any development or improvement of the Subject Property and the Additional Parcel shall be subject to the provisions of the Hampshire Municipal Code as it exists on the date of application for building permit.
- 7. <u>Sanitary Sewer</u>. The Village agrees that development of the Subject Property may proceed after approval of this Annexation Agreement without connection to a Village sanitary sewer main, provided, however, Owner shall connect to a sanitary sewer main within one (1) year after the date such Village sanitary sewer main is or becomes located within 2,000 feet of the nearest property line of the Subject Property. The exception granted by this clause shall be subject to the following conditions:
- a) Connection to the Village sanitary sewer main shall be commenced within one (1) year after such sewer main is located within 2,000 feet of the nearest property line of the Subject Property. Owner shall at that time commence construction so as to connect all improvements on the Subject Property to the Village sanitary sewer main, and shall continue with such work to completion, with due diligence thereafter.
- b) Owner shall at the time of connection of any improvement to the sanitary sewer pipeline pay the applicable connection fee, any applicable recapture fee then due, and any other applicable fee then due pursuant to Village Code, ordinance, resolution or motion.
- c) Owner shall at the time of connection to the sanitary sewer pipeline, at its sole expense, also abandon any existing septic system or other wastewater system on the Subject Property; such abandonment shall be in accord with all applicable statutes, regulations, ordinances, codes and laws.
- d) In the event that at the time of application for a building permit, no sanitary sewer pipeline is available or required by the terms of this Agreement for connection of a proposed building, then the Village shall issue a building permit for such building based upon the new building being served by an appropriate private wastewater system, provided, however, that the Kane County Health Department shall also issue its permit for the proposed private

wastewater system, and provided further that the proposed wastewater system meets the requirements of all applicable statutes, regulations, ordinances, codes and laws.

- e) It shall be the duty of Owner to make the connection required in this Paragraph 7. Nonetheless, Owner shall consent to, and shall refrain from objecting to, the creation of a Special Service Area, which shall be comprised of all the parcels included in this Annexation Agreement, to be created for the purpose of extending sanitary sewer transmission pipelines to and across the Subject Property in accord with this Section in the event that Owner does not otherwise comply with the requirements of this Section. The maximum tax rate shall be set at an amount not greater than \$1.50 per \$100.00 of assessed value. For so long as connection to the sanitary sewer transmission pipelines is not required by this Section, the Village shall refrain from assessing, levying and collecting any such tax; but the Village may thereafter assess, levy and collect taxes at the maximum rate to pay the costs of extending the sanitary sewer transmission lines, and of connecting any and all improvements on the Subject Property thereto.
- f) Those sewer main improvements deemed by and in the sole discretion of the Village to provide a public benefit and accepted by the Village shall become the responsibility of the Village. Owner shall execute and deliver to the Village an appropriate Bill of Sale for such improvements, as a condition of such acceptance. In addition, the Village shall be provided with proper easements therefor as otherwise required by this Agreement. In addition, Owner and the Village shall enter into an agreement for reimbursement to Owner of a proportion of the costs incurred for such improvements to the extent that same provide a benefit to owners of other properties, consistent with 65 ILCS 5/9-1-1.
- g) Any of said improvements not providing a public benefit, as determined in accord with Paragraph 7(f) above, shall remain the responsibility of Owner, and Owner shall be responsible for the timely maintenance and repair of such improvements.
- 8. <u>Water</u>. The Village agrees that development of the Subject Property may proceed after approval of this Annexation Agreement without connection to a Village water main, provided, however, Owner shall connect to a Village water main within one (1) year after the date such Village water main is or becomes located within 2,000 feet of the nearest property line of the Subject Property. The exception granted by this clause shall be subject to the following conditions:
- a) Connection to the Village water main shall be commenced within one (1) year after such water main is or becomes located within 2,000 feet of the nearest property line of the Subject Property. Owner shall at that time commence construction so as to connect all improvements on the Subject Property to the Village water main, and shall continue with such work to completion, with due diligence thereafter.
- b) Owner shall at the time of connection of any improvement to the water main pay the applicable connection fee, any applicable recapture fee then due, and any other applicable fee then due pursuant to Village Code, ordinance, resolution or motion.

- c) Owner shall at the time of connection to the water main, at its sole expense, also abandon any existing well or wells on the Subject Property; such abandonment shall be in accordance with all applicable statutes, regulations, ordinances, codes and laws.
- d) In the event that at the time of application for building permit no water service is available or required by this Agreement for connection of a proposed building, then the Village shall issue a building permit for such building based upon the new building being served by an appropriate private well for purposes of potable water supply and fire suppression, provided, however, that the governing Fire Protection District shall also approve of the proposed building, as evidence by its issuance of a permit, and provided further that the proposed well meets the requirements of all applicable statutes, regulations, ordinances, codes and laws.
- e) It shall be the duty of Owner to make the connection required in this Section. Nonetheless, Owner shall consent to, and shall refrain from objecting to, the creation of a Special Service Area, which shall be comprised of all the parcels included in this Annexation Agreement, to be created for the purpose of extending water supply lines to and across the Subject Property in accord with this Section in the event that Owner does not otherwise comply with the requirements of this Section. The maximum tax rate shall be set at an amount not greater than \$1,50 per \$100.00 of assessed value. For so long as connection to the water supply is not required by this Section, the Village shall refrain from assessing, levying and collecting any such tax; but the Village may thereafter assess, levy and collect taxes at the maximum rate to pay the costs of extending the water supply lines, and of connecting any and all improvements on the Subject Property thereto.
- f) Those water main improvements deemed by and in the sole discretion of the Village to provide a public benefit and accepted by the Village shall become the responsibility of the Village. Owner shall execute and deliver to the Village an appropriate Bill of Sale for such improvements, as a condition of such acceptance. In addition, the Village shall be provided with proper easements therefor as otherwise required by the Agreement. In addition, Owner and the Village shall enter into an agreement for reimbursement to Owner of a proportion of the costs incurred for such improvements to the extent that same provide a benefit to owners of other properties, consistent with 65 ILCS 5/9-1-1.
- g) Any of said improvements not providing a public benefit, as determined in accord with Paragraph 8(f) above, shall remain the responsibility of the Owner, and Owner shall be responsible for the timely maintenance and repair of such improvements.

9. Stormwater Management.

a) Owner shall comply with the Village stormwater regulations in the design and construction of any stormwater facilities for the Subject Property and the Additional Parcel, including but not limited to standards for the use of vegetation for edging and side slopes, and prohibiting stabilization which would require stone or other reinforcing material.

b) Consistent with the applicable regulations, Owner consents to, and shall refrain from objecting to, the creation of a back-up Special Service Area for the purpose of maintaining the drainage improvements for the Subject Property; provided the maximum rate of taxation for said Special Service Area shall not exceed \$1.50 per \$100.00 of assessed valuation. For so long as Owner, its successors and assigns, shall maintain said detention area, the Village shall not assess any tax in said Special Service Area. However, in the event that Owner, its successors or assigns shall fail or refrain from providing such maintenance on a timely basis, and after a thirty (30) day written demand from the Village to provide such maintenance and the continued failure to do so, then the Village may provide such maintenance, and shall collect the costs of same, together with any administrative costs attendant thereto, by assessing a tax in said Special Service Area.

10. <u>Utilities and Easements</u>.

- a) All utilities shall be installed underground, in conformance with approved engineering designs and with sufficient capacities for the Subject Property and the Additional Parcel.
- b) The Owner shall dedicate a public utility easement ("PUE") and village utility easement ("VUE") on the eastern perimeter of the Subject Property and the Additional Parcel, not less than twenty (20') feet in width for the operation, maintenance, repair, replacement and customary servicing of all electricity, telephone and other utility lines, and for all public utilities including but not limited to water, sanitary sewer, storm drainage and other public utilities associated with the Subject Property and Additional Parcel.
- c) Owner shall approve, which approval shall not be unreasonably withheld, conditioned or delayed, a grant of such additional VUE as may be requested by the Village which is reasonably necessary for extension of Village utilities in the future over any areas of the Subject Property and the Additional Parcel that are not improved with a building or other structure.
- d) The easements to be dedicated pursuant to sub-paragraph !a) above, and such easements as may be dedicated in the future pursuant to sub-paragraph (b) above, shall be provided by plat in favor of the Village and all of the respective public utility companies, now or in the future receiving a Village franchise, their respective officers, employees and agents, as the case may be. Designation of such easements shall be in accord with language prescribed by the Village Subdivision Code.
- e) Village shall grant to Owner without charge the necessary easements and/or permits as may be required across Village owned or controlled right-of-way or other property for the construction, installation or repair of customer utility lines and other facilities and services as are required for the development of the Subject Property and Additional Parcel. Owner agrees to repair and replace any Village property damaged or disturbed by reason of its work in connection with the foregoing, in a manner satisfactory to the Village.

11. Impact Fees; Contributions of Land/Cash; Kane County Transportation Fee.

- a) The Parties acknowledge and agree that so long as development of the Subject Property together with the Additional Parcel is for commercial and/or industrial buildings and purposes only, there are no developmental impact fees due to the Village under Ch. 14 of the Village Code on account of the proposed development.
- b) The County of Kane has enacted an ordinance requiring payment to the County of a transportation impact fee, and Owner shall be and is required to pay such fee as required by the County Ordinance or as otherwise agreed by Kane County. Owner shall pay the County Transportation Fee as due under the County Transportation Impact Fee Ordinance, and shall file with the Village a receipt evidencing payment of such fee as a condition of issuance of any building permit by the Village.

12. Recaptures Due

- a) The Parties acknowledge that the following recapture payments are due and owing from Owner in relation to the Subject Property and Additional Parcel:
 - i) Recapture due to PHI-Hampshire, Inc. and/or its successors and assigns, pursuant to Recapture Agreement dated May 30, 2014, and recorded as Doc. No. 2014K028695 in the Office of the Kane County Recorder, for improvements to the Village's Wastewater Treatment Facility 1st Expansion. According to the Agreement, reimbursement will be due upon the earliest of annexation, re-zoning, platting, building permit, or connection to the sanitary sewer, in an amount equal to the PE required times \$127.46 "based upon the capacity demands of the party's development."
- b) The Village acknowledges and agrees that except as specified in Paragraph 12(a) no other recapture payments shall be due from Owner as a result of or in connection with the development of the Subject Property and the Additional Parcel, and that the Village shall not approve any other recapture
- 13. Interim Uses. The following interim uses, and no others, shall be permitted on the premises:
 - a) Agricultural uses.

14. Road, Street and Utility Construction Standards

- a) Owner shall contribute to the cost of future repairs to or reconstruction of Brier Hill Road as set forth in Paragraph 16 below.
- 15. Duty to Clean Roadways; Site Control Escrow. Owner acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt and mud clots on streets and roadways adjacent to the construction site.
 - a) Accordingly, Owner shall perform the following tasks:

- 1. Inspect and clean the streets and roadways adjacent to and within 1,000 feet of such Owner's construction site as needed during each week while construction is occurring on said site.
- 2. Periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing so as to comply with applicable Village regulations.
- b) As security for such obligations, and as a condition of approval of a Final Plat for all or any part of the Subject Property, or the issuance of any grading permit as the case may be, Owner shall make a deposit with the Village Clerk in the sum of One Thousand (\$1,000.00) Dollars as and for a "Site Control Escrow."
- c) In the event Owner fails to mow weeds, pick up debris, or repair or replace soil erosion control fencing as reasonably required in accordance with the provisions of this Agreement, or within twenty-four (24) hours after receipt of notice from the Village of Owner's failure to comply with the provisions of this Agreement, then the Village may perform, or contract with others to perform, such undertaking and deduct from the Site Control Escrow the costs thereof.
- d) Owner shall, within fifteen (15) business days following written notice of such expenditure from the Village, replenish the Site Control Escrow by delivering an additional deposit to the Village Clerk so as to maintain in the Site Control Escrow a sum equal to One Thousand (\$1,000.00) Dollars.
- e) Within fifteen (15) business days following issuance of final occupancy permit, any sum then remaining on deposit with the Village for Site Control Escrow pursuant to this Paragraph shall be returned to Owner.

16. Public Improvements.

- a) As a condition of the Village's issuance of a final Certificate of Occupancy for the building(s) to be erected on the Subject Property and/or the Additional Parcel, Owner shall contribute to the Village a sum equal to Eighty Thousand and No/100 (\$80,000.00) Dollars for the future repairs to or reconstruction of Brier Hill Road or any portion thereof between the CP Rail System tracks (north of IL 72) to a line adjacent to PIN: 01-24-400-023, being the southern end point of recent improvements made to Brier Hill Road for re-configuration and new intersection with Allen Road. Said sum shall be held in escrow by the Village until such time as such work shall be performed by the Village.
- b) Owner shall take reasonable steps, including the posting of a directional sign at the exit from the property, to direct all truck traffic to the north on Brier Hill Road (and to prohibit truck traffic from proceeding south).
- 17. Reimbursement of Village Expenses and Consultant Fees. Owner shall reimburse the Village for any and all costs incurred by the Village for the services of any expert or consultant, such as the Village Attorney, Village Engineer, or other consultant, deemed in the sole discretion of the Village to be necessary or advisable for review of all or any part of the design, plans, agreements, or any other element or feature of the proposed zoning or development of the Subject Property

and Additional Parcel, including this Annexation Agreement, in accordance with the applicable provisions of the Village Code. Such costs shall be billed by the Village and payable by such Owner in accordance with the then-applicable provisions of the Village Code. The obligation of Owner shall include depositing such sum or sums with the Village Clerk to secure payment of such fees as is required by written Village policy in effect at the time of approval of this Agreement.

18. <u>Agreement Enforceable</u>. This Agreement shall be enforceable in the Circuit Court of Kane County, Illinois by the Parties hereto by any appropriate action at law or in equity to secure performance of the covenants herein contained; provided, that no action shall be commenced by Owner against the Village for monetary damages. The successful Party may recover from the other Party its reasonable costs and attorney fees in any action brought to enforce the terms and conditions of this Agreement.

19. Site Development Work.

- a) Any time after the execution of this Agreement, and prior to approval of final site plans and/or engineering plans for the Subject Property, Owner may undertake excavation, mass grading, erosion and sedimentation control, water retention and detention, filling, soil stockpiling and site grading ("Grading and Site Development Work") in and upon the Subject Property and/or the Additional Parcel, or portions thereof; provided, however, that Owner shall undertake such work at its own risk. Owner shall not undertake such work, except with the Village engineer's prior approval of appropriate plans containing sufficient information to demonstrate that the work will be accomplished in accordance with sound engineering practices.
- b) The Village Engineer's prior approval shall be evidenced by the issuance of a mass grading permit.
- c) Additionally, the Owner shall be required to take such action as may be necessary to assure that such work ultimately complies with the approved final engineering plans for the Subject Property and Additional Parcel. Prior to commencing work hereunder, Owner must obtain all necessary permits for such work from any applicable government agency other than the Village. Owner agrees to indemnify, defend and hold harmless the Village and its Corporate Authorities, officers, agents, employees and consultants (collectively, the "Indemnitees") from all claims, demands, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the mass Grading and Site Development Work permitted under such subparagraph.
- d) Any earthwork performed pursuant to this Paragraph 18 shall be subject to the requirements of Exhibit D attached hereto and incorporated herein by this reference.
- 20. <u>Hours of Work</u>. Construction activities on the Subject Property and the Additional Parcel shall be conducted between the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday.

- 21. <u>Signage.</u> Owner shall be allowed to install on the Subject Property and the Additional Parcel such sign or signs as are otherwise permitted by Village Code.
- 22. <u>Term of Agreement.</u> This Agreement shall remain in full force and effect (the "Term") until the twenty (20) year anniversary of the Effective Date of this Agreement.

23. Successors and Assigns.

- a) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns, including, without limitation, successor purchasers, grantees, and transferees of the Subject Property and/or the Additional Parcel and successor corporate authorities of the Village. To this end, this Agreement shall run with the land.
- b) If Owner shall transfer and assign its rights and/or delegate its obligations, or any of them, under this Agreement to a third party for the Subject Property together with the Additional Parcel, and if Owner, by notice, provides the Village Clerk the name and address of such third party and if Owner delivers to the Village Clerk: (i) written evidence of such third party's assumption of all of the aforesaid obligations, and (ii) if applicable, replacement security acceptable to the Village, then and in that event Owner shall no longer have any liability or responsibility for the obligations which have been so transferred
- 24. <u>Village Codes and Ordinances</u>. Except as specifically modified pursuant to this Agreement, and continuing in effect for a period of one (1) year from and after the Effective Date, the Subject Property and the Additional Parcel shall be developed in compliance with all ordinances, codes and regulations of the Village in effect as of the Effective Date of this Agreement. Upon the expiration of said one (1) year period, the Subject Property and the Additional Parcel shall then be developed in compliance with all ordinances, codes and regulations of the Village then in effect and in effect from time to time thereafter. The foregoing to the contrary notwithstanding, in the event the Village is required to modify, amend or enact any ordinance or regulation, and to apply the same to the Subject Property and/or the Additional Parcel, pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the Subject Property and/or the Additional Parcel and Owner shall comply with same; provided further, however, that any so-called grandfather provision contained in such superior governmental mandate which would serve to exempt or delay implementation against the Subject Property or the Additional Parcel shall be given full force and effect.

25. Mutual Assistance.

a) The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

- b) The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether Federal, State or County) financial entitlements or other aid and assistance required or useful for the construction or improvement of the Subject Property and the Additional Parcel and facilities in and on the Subject Property and the Additional Parcel or for the provision of services to residents of the Subject Property and the Additional Parcel, including, without limitation, grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities and storm water disposal facilities.
- c) The Village shall grant to Owner without charge the necessary easements and/or permits as may be required across Village owned or controlled right-of-way or other property for the construction, installation or repair of customer utility lines and other facilities and services as are required for the development of the Subject Property and the Additional Parcel. Owner agrees to promptly repair and replace any Village property damages or disturbed by reason of Owner's work in connection with the foregoing, in a manner satisfactory to the Village.

26. Defense.

- a) The Village agrees to cooperate with Owner in the defense of this Agreement, the annexation, the zoning, and any preliminary and final subdivision plat approval against any lawsuit(s) brought by any person or persons, including any other governmental body, challenging the same.
- b) In the event of any such challenge, Owner may elect to appear and defend the litigation, or may tender such defense to the Village. If Owner elects to appear and defend, the Village may also be represented by counsel of its choosing. In any event, Owner shall reimburse the Village for the reasonable costs incurred by the Village in such defense, including reasonable attorneys' fees, and fees for consultants or other professionals reasonably necessary in the sole discretion of the Village for such defense.
- c) If Owner tenders defense of any such action to the Village, the Village and Owner shall by mutual agreement select an attorney to represent them, so long as there is no conflict between their respective positions. In the event of any conflict, then each Party may be represented by its own counsel, per sub-paragraph (b) above. The Village and Owner will cooperate with each other in connection with the litigation.
- d) Owner shall reimburse to the Village all of the Village's reasonable costs and expenses including that of attorneys, consultants and other professionals related to the enforcement of the terms of any settlement agreement
- 27. <u>Agreement Enforceable</u>. This Agreement shall be enforceable in the Circuit Court of Kane County, Illinois by the Parties hereto by any appropriate action at law or in equity to secure performance of the covenants herein contained; provided, that no action shall be commenced by Owner against the Village for monetary damages. The successful Party may recover from the

other Party its reasonable costs and attorney fees in any action brought to enforce the terms and conditions of this Agreement.

28. Remedies.

- a) This Agreement may be enforced by either Party or by an appropriate action at law or in equity to secure the performance of the terms of this Agreement herein described. Any such action shall be filed in the Sixteenth (16th) Judicial Circuit, Kane County, Illinois, which court shall be the exclusive venue for any such action.
- b) No action taken by any Party hereto pursuant to the provisions of this Paragraph or pursuant to the provisions of any other paragraph of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. However, the Village shall not have the right to withhold any approval, consent, license or permit during the pendency of any lawsuit unless the same is related to the subject matter of the lawsuit.
- c) If either Party shall fail to perform any of its material obligations hereunder, and the Party affected by such default shall have given written notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said thirty (30) day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either in law or equity, the Party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.
- d) The failure of the Parties to insist upon the strict and prompt performance of the terms, agreements, and conditions herein contained, or any one of them, upon any other Party imposed shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- e) If the performance of any terms of this Agreement to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, pandemic, war, acts of civil disobedience, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay.
- f) Any stop work order issued by the Village shall set forth in detail the reasons for such stop order and shall cite the provisions of law on which the Village is issuing the stop order. Upon correction of the defect(s) and a request to the Building Inspector for a re-inspection, the Village shall re-inspect as soon as practicable, and if the defect(s) is cured, the Village shall withdraw the stop order. In the event a "Fail Notice/Partial Stop" is issued by the Village Building Inspector, other trades shall be permitted to continue work to the extent feasible. Upon correction of the defects and the request to the Building Inspector for a re-inspection, the Village shall

reinspect as soon as practicable, and if the defect is cured, the Village shall withdraw the Fail Notice/Partial Stop.

29. <u>Notice</u>. Any notice which any Party is required to or may serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

Village: Owner:

Village of Hampshire Brier Hill Ventures, LLC

234 South State Street 275 Sola Drive PO Box 457 Gilberts, IL 60136

Hampshire, IL 60140

Copy to: Copy to:

Mark Schuster Thomas G. Moffitt
Bazos, Freeman, Schuster & Pope, LLC Dickinson Wright PLLC

1250 Larkin Avenue #100 55 West Monroe Street, Suite 1200

Elgin, IL 60123 Chicago, Illinois 60603

Notices shall be deemed received, in the case of hand delivery, when actually delivered; in the case of certified mail, five (5) days after deposit with the U.S. Postal Service; and in the case of overnight courier, the day following the deposit with the courier

- 30. <u>Survival</u>. This Agreement and all its terms and conditions shall survive the annexation of the Subject Property identified herein and shall not be merged or expunged by the annexation of the Subject Property or any part thereof to the Village.
- 31. <u>Corporate Capacity</u>. The Parties hereto acknowledge and agree that the individuals who are members of the corporate authorities entering into this Agreement have done so in his or her respective corporate capacity only, and none shall have any personal liability whatsoever for such action.
- 32. <u>Counterparts.</u> This Agreement may be executed in several counterparts, all of which shall be an original and all of which shall constitute but one and the same agreement.
- 33. Severability. If this Agreement or any provision hereof is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the terms of the remaining provisions contained herein, unless both the Village and Owner mutually deem the provision to be material to this Agreement. The Village and Owner hereby declare that each would have approved each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of whether one or more section, subsections, subdivisions, paragraphs, sentences, clauses, or phrases are declared unconstitutional, invalid or ineffective.

- 34. <u>Integration</u>. This Agreement constitutes the entire understanding of the Parties relative to the zoning, subdivision and development of the Subject Property and the Additional Parcel. All prior discussions, understandings and agreements pertaining such rezoning, subdivision and development are expressly merged into and superseded by this Agreement.
- 35. <u>Rules of Construction</u>. In construing this Agreement, plural terms shall be substituted for singular and singular for plural in any place in which the context so requires. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean business days. If the date for the giving of any notice required or permitted to be given, the occurrence of any event, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice, occurrence or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.
- 36. Recording. Owner shall record this Agreement together with the exhibits attached hereto, and a copy of the Annexation Ordinance enacted by the Village President and Board of Trustees, in the Office of the Kane County Recorder, and at the Office of the Kane County Clerk, at Owner's expense, within thirty (30) days after Village delivers a certified copy of said Ordinance to Owner. Further, Owner shall file with the Village Clerk at least one copy of said Ordinance and Agreement, showing the recording date and document number, and filing receipt of the County Clerk, respectively, within sixty (60) days after the date of recording.
- 37. Agreement Contingent on Acquisition. This Annexation Agreement shall be and is contingent upon acquisition of the Subject Property and the Additional Parcel by Brier Hill Ventures, LLC, and thereafter, filing with the Village Clerk by Brier Hill Ventures, LLC as owner of record, an appropriate, sworn Petition for Annexation, pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-8, which acquisition and filing shall be concluded no later than 90 days after the date of approval of this agreement. Upon receipt of such Petition, together with confirmation of ownership by Brier Hill Ventures, LLC, the Village will then promptly take action to annex the Subject Property to the Village, and to classify the Subject Property and the Additional Parcel for zoning purposes, all in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AT HAMPSHIRE, KANE COUNTY, ILLINOIS THE DAY AND YEAR FIRST ABOVE SET FORTH.

--- Signature page next follows this page ---

an Illinois Municipal Corporation	an Illinois Limited Liability Company			
By:	By: Steve Berglund Manager			
ATTEST:				
Linda Vasquez Village Clerk				

This document prepared by / return to:

Mark Schuster Bazos, Freeman, Schuster & Pope, LLC 1250 Larkin Avenue #100 Elgin, IL 60123

EXHIBIT A

<u>Legal Description of Subject Property</u>

THAT PART OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST OUARTER OF SECTION 24; THENCE SOUTH 89 DEGREES 21 MINUTES 37 SECONDS WEST BEARING (BASED ON NAD83 ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (2011 ADJUSTMENT)), ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 684.90 FEET TO A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 24; THENCE NORTH 00 DEGREES 11 MINUTES 33 SECONDS WEST ALONG SAID PARALLEL LINE, 734.58 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 56 SECONDS EAST PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24, 709.88 FEET TO A POINT ON SAID APPARENT EAST RIGHT OF WAY LINE OF BRIER HILL ROAD AS OCCUPIED AND SHOWN ON DOCUMENT 2017K030623, SAID LINE BEING 25.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST CORNER OF SECTION 24; THENCE SOUTH 00 DEGREES 11 MINUTES 33 SECONDS EAST ALONG SAID EAST LINE 733.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST CORNER OF SECTION 24; THENCE SOUTH 89 DEGREES 39 MINUTES 46 SECONDS WEST ALONG SAID SOUTH LINE, 25.00 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS

Containing 520,852 square feet or 11.957 acres, more or less.

PIN: 01-23-300-008 and 01-25-100-009 (portions of each parcel)

Common Address: Brier Hill Road, south of Allen Road, Hampshire, Illinois 60140

EXHIBIT B

Site Plan

Attached hereto and incorporated herein by this reference.

EXHIBIT C

<u>Legal Description of Subject Property and Additional Parcel (combined)</u>

That part of the Southwest Quarter of Section 24 and part of the Northwest Quarter of Section 25, Township 42 North, Range 6 East of the Third Principal Meridian, described more particularly as follows:

Commencing at the Southeast corner of said Southwest Quarter of Section 24; thence South 89 degrees 21 minutes 37 seconds West (bearing based on NAD 83 Illinois State Plane Coordinate System, East Zone (2011 adjustment)), along the South line of said Southwest Quarter, 30.00 feet to the apparent west right of way line of Brier Hill Road as occupied and shown on document 2017K030623, said line being 30.00 feet West of and parallel to the east line of said Northwest Quarter of Section 25, said point also being the point of beginning;

Thence South 00 degrees 09 minutes 45 seconds East along said west line, 584.10 feet to a point on the north line of Soo Line Railroad (also or formerly known as Chicago, Milwaukee, St. Rail and Pacific Railroad Company), said line being 50.00 feet north of and parallel to the centerline of said railroad as occupied; thence North 64 degrees 11 minutes 05 seconds West along said north line, 728.47 feet; thence North 00 degrees 09 minutes 45 seconds West parallel with the said east line of Section 25, 259.56 feet to a point on the north line of said Northwest Quarter; thence North 00 degrees 11 minutes 33 seconds West parallel with the said east line of Section 24, 734.58 feet; thence North 89 degrees 29 minutes 56 seconds East parallel with the north line of the Southeast Quarter of the Southwest Quarter of said Section 24, 654.88 feet to a point on said apparent west right of way line of Brier Hill Road as occupied; thence South 00 degrees 11 minutes 33 seconds East parallel with a line 30.00 feet west of and parallel to the east line of said Southwest Quarter of Section 24 and also along said apparent west line of Brier Hill Road, 733.00 feet to the point of beginning, all in Kane County, Illinois.

Containing 756,783 square feet or 17.373 acres, more or less.

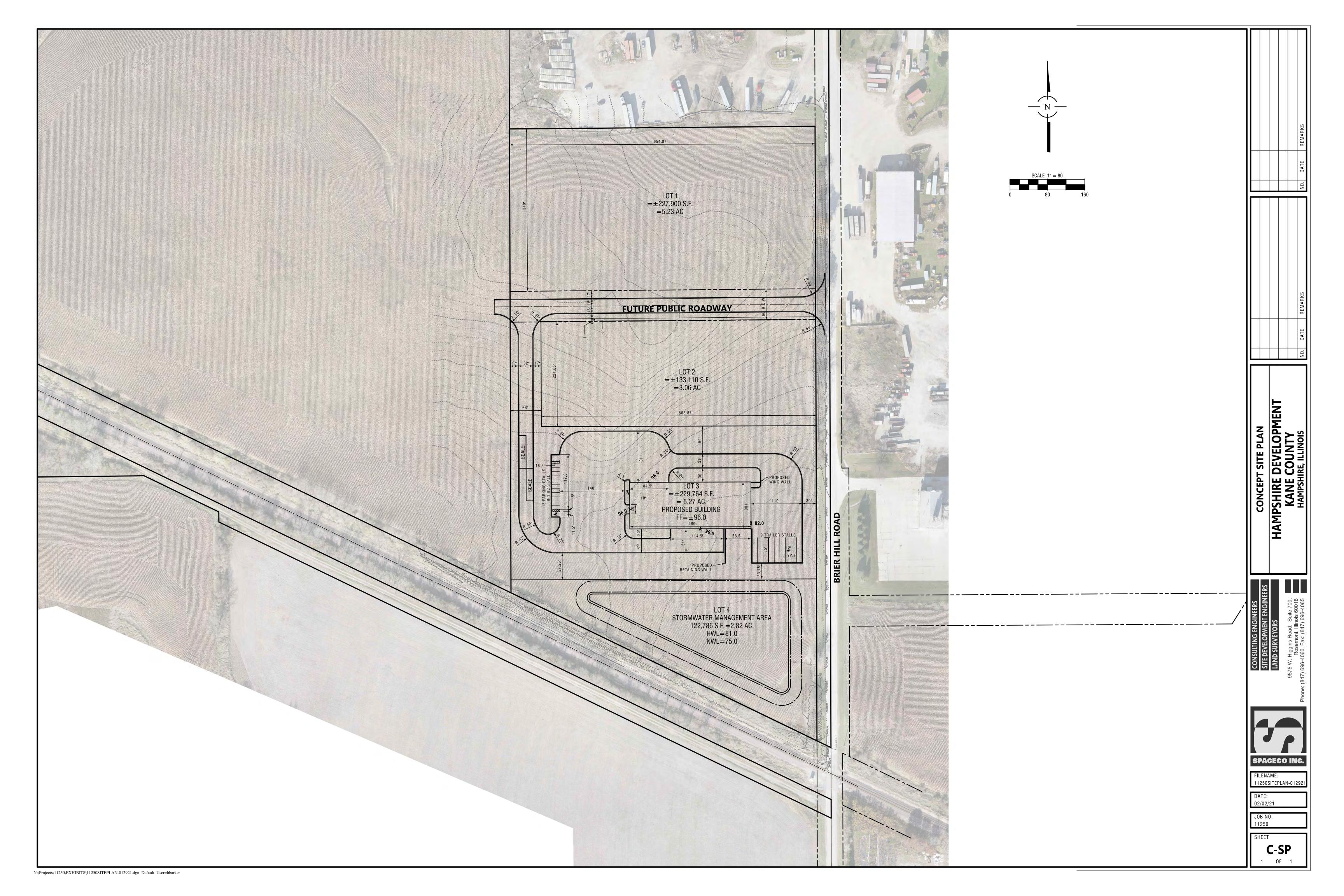
PIN: 01-23-300-008 and 01-25-100-009 (portions of each parcel)

Common Address: Brier Hill Road, south of Allen Road, Hampshire, Illinois 60140

EXHIBIT D

Earthwork Requirements

- 1. Stormwater Management Report approved and permit issued by the Village.
- 2. Hampshire Site Development Permit Application completed and processed by Village.
- 3. Performance Guarantee on file with the Village.
- 4. Cash Deposit / Nuisance Abatement Guarantee on file with Village.
- 5. Insurance Certificates on file with Village naming the Village and EEI as additional insured.
- 6. If final plat not recorded, indemnification letter from Developer acknowledging that they are proceeding at their own risk.
- 7. Approved Grading and Soil Erosion Sedimentation Control Plans.
- 8. Existing floodplain and/or floodway areas must be clearly identified on site.
- 9. Existing wetland areas and required buffer zones must be clearly identified on-site.
- 10. Agency Approvals
 - Transportation Permits (for construction access only)
 - IDNR and IHPA environmental sign-offs
 - IEPA NOI
 - Army Corps
- 11. Pre-Construction Conference with Village.



No. 21 -

AN ORDINANCE

DISSOLVING VILLAGE OF HAMPSHIRE SPECIAL SERVICE AREA NO. 9, AND TERMINATING ADMINISTRATIVE AGREEMENT(S) WITH MUNICAP FINANCIAL, LLC FOR ADMINISTRATION OF SAID SPECIAL SERVICE AREA

WHEREAS, by Ordinance No. 97-12, enacted on July 10, 1997, and as thereafter amended by Ordinance No. 97-31, adopted on September 8, 1997, and by Ordinance No. 97-33, adopted on October 2, 1997 (collectively, the "Establishing Ordinance"), the Village has previously established Special Service Area #9 in the Village, and

WHEREAS, said Special Service Area No. 9 is legally described as set forth in said Ordinances, see Exhibit A attached hereto; and a list of property index numbers of the properties included in Special Service Area No. 9 is attached hereto as Exhibit B; and

WHEREAS, Special Service Area #9 was established to provide special services to a certain area of the Village for sanitary sewer main and conveyance system; and

WHEREAS, certain special bonds were issued to fund the construction of said improvements; and

WHEREAS, said bonds have been paid in full, and have been retired by the Village; and

WHEREAS, ongoing operation and maintenance of said sanitary sewer main and conveyance system is now and will in the future be funded by user fees and charges paid by the owners of property located within the boundaries of Special Service Area #9 and other areas; and

WHEREAS, there is no purpose to continue the Administrative Agreement with Municap Financial, LLC for administration of said Special Service Area; and

WHEREAS, the Corporate Authorities deem it necessary and advisable to dissolve said Special Service Area at this time, and to terminate the Administrative Agreement with Municap Financial, LLC related thereto.

NOW THEREFORE, 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. 9 as legally described in the Establishing Ordinance described above, shall be and hereby is dissolved.

Section 2.	Any and all Administrative Agreement(s) by and between the Village
of Hampshire an	d Municap Financial, LLC for administrative services related to Special
Service Area No.	9 shall be and hereby is/are terminated.

- Section 3. The Village Clerk shall promptly record a certified copy of this Ordinance with the Office of the Kane County Recorder.
- Section 4. Thereafter, the Village Clerk shall forward to the Kane County Clerk, Tax Extension Department a certified copy of this Ordinance, together with the recording information.
- Section 5. The Village Clerk shall forward a copy of this Ordinance to Municap Financial, LLC.
- Section 6. This Ordinance shall take full force and effect upon its passage and approval as provided by law.

call v	ADOPTED THIS DAY ote as follows:	OF	,	2021, pursuant to roll
	AYES:			
	NAYS:			
	ABSTAIN:	 		
	ABSENT:			
	APPROVED THIS DAY	Y OF		_, 2021.
			Jeffrey R. Magnus Village President	sen
ATTE	ST:			
	Linda Vasquez Village Clerk			

EXHIBIT "A"

Legal Description

(From Establishing Ordinance, No. 97-12)

That part of the North half of the Northeast Quarter of Section 3, (except that part conveyed to the Department of Public Works and Buildings of the State of Illinois by warranty deed recorded February 14, 1957 as Document 827853), Township 42 North, Range 6 East of the Third Principal Meridian, lying Easterly of the State road running Northwesterly and Southeasterly through said quarter section, and the Northwest Quarter of the Northwest Quarter of Section 2, in the Township and Range aforesaid, in the Township of Hampshire, Kane County, Illinois.

1997 PIN: 01-03-200-002

01-02-100-001

AND: That part of the South West 1/4 ·of the North West 1/4 and of the North West 1/4 of t he. South West 1/4 of Section 2, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Commencing .at the point of intersection of the. Northwesterly right of way line of Dietrich Road with the Northeasterly right of way line of U.S. Route 20; thence Northwesterly along the Northeasterly line of U.S. Route 20, 98,35 feet; thence Northwesterly along said Northeasterly right of way line, being a curve to the left (the chord of said curve forms an angle of 3 degrees, 43 minutes, o seconds to the right with the prolongation of the last described course), 392.06 feet; thence Northwesterly along said Northeasterly right of way line, being tangent to the last described curve 109.75 feet for the point of beginning; thence Northeasterly along a line forming an angle of 100 degrees, 16 minutes, 0 seconds to the right with the prolongation of the last described course and parallel with the Northwesterly line of said Dietrich Road 411.49 feet; thence Southeasterly along a line forming an angle of 82 degrees, 41 minutes, 0 seconds to the right With the prolongation of the last described course, 598.2 feet to a point oh the Northwesterly line of said Dietrich Road 400 feet Northeasterly of said Northeasterly right of way line of U.S. Route 20; thence Northeasterly along said Northwesterly line of Dietrich Road, forming an angle of 82 degrees, 41 minutes, O seconds to the left with the prolongation of the last described course 271.6 feet, thence Southerly along a line that forms an angle of 120 degrees, 03 minutes, O seconds to the right with the prolongation of the last described course 19.18 feet to point in the South line of said South West 1/4 of the North West 1/4 that is 28.03 feet west of the South East corner of said South West 1/4 of the North West 1/4; thence East along said South line 28,03 feet to said South East cornet; thence Northerly along the East line of said South West 1/4 of the North West 1/4, 1320 feet to the North East comer of said South West 1/4 of the North West 1/4; thence Westerly along the North line of said South West 1 /4 of the North West 1 /4 316.42 feet to the North West corner of said South West 1/4 of the North West 1/4; thence Southerly along the West line -of said North West 1/4 of said Section 2, 771.45 feet to the Northerly right of way line of U.S. Route 20; thence Southeasterly along said Northerly right of way line of U.S. Route 20, being along line that forms an angle of 40 degrees, 22 minutes; 0 seconds to the left with the prolongation of the last described course, 514.95 feet to the point of beginning:

(Except that part described as follows: Commencing at the intersection of the West line of said South West 1/4 of the North West 114 and the Northeasterly Right of Way of U.S. Route 20; thence North O degrees east on said West line, a distance of 243.38 feet to a point for the place of beginning; thence North 49 degrees, 28 minutes, 33 seconds East 246.86 feet; thence North 40 degrees, 3 minutes, 27 seconds West 211.83 feet; thence North 0 degrees East 206.9 feet, to a point on the North line of said South West 1/4 of the. North West 1/4; thence West on said North line a distance of 50.0 feet to the North West *corner* thereof; thence South O degrees west on the West line thereof, of 528.43 feet to the point of beginning, in the Township of Hampshire, Kane County, Illinois.

AND: That part of the South last 1 /4 of the North East 1/4 of Section 3, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the East line of said quarter; quarter section and the Northeasterly right of way line of U.S. Route 20; thence north on the East line thereof, a distance of 243.38 feet to a point; thence Southwesterly for a distance of 15.8.14 feet to a point on the Northeasterly right of way line of said U.S. Route 20, said point being 185 feet Northwesterly from the place of b ginning; thence Southeasterly on said tight of way line, a distance of 185 feet to the point of beginning, in the Township of Hampshire, Kane County, Illinois.

1997 PIN: 01-02-100•007 01-03-200-011

AND: The right of way of U.S. Highway 20 from its intersection with the Southerly boundary of the North 1 /2 of the Northeast Quarter of Section 11, northerly to its intersection With the Northerly boundary of the Northeast Quarter of Section 3, Township 42 North; Range 6 East of the Third Principal Meridian (in Hampshire Township, Kane County, Illinois.

AND: That part of the Southeast quarter of tf'\e Southeast quarter of Section 2 and of the Northeast quarter of the Northeast quarter of Section 11, au in Township 42 North; Range 6 East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 2; thence North along the West line of said Southeast quarter West 1/4 of the North West 1/4; thence Southerly along the West line -of said North West 1/4 of said Section 2, 771.45 feet to the Northerly right of way line of U.S. Route 20; thence Southeasterly along said Northerly right of way line of U.S. Route 20, being along line that forms an angle of 40 degrees, 22 minutes; 0 seconds to the left with the prolongation of the last described course, 514.95 feet to the point of beginning:

(Except that part described as follows: Commencing. at the intersection of the West line of said South West 1/4 of the North West 114 and the Northeasterly Right of Way of U.S. Route 20; thence North O degrees east on said West line, a distance of 243.38 feet to a point for the place of beginning; thence North 49 degrees, 28 minutes, 33 seconds East 246.86 feet; thence North 40 degrees, 3 minutes, 27 seconds West 211.83 feet; thence North 0 degrees East 206.9 feet, to a point on the North line of said South West 1/4 of the. North West 1/4; thence West on said North line a distance of 50.0 feet to the North West corner thereof; thence South O degrees west on the West

line thereof, of 528.43 feet to the point of beginning, in the Township of Hampshire, Kane County, Illinois.

AND: That part of the South East 1/4 of the North East 1/4 of Section 3, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the East line of said quarter; quarter section and the Northeasterly right of way line of U.S. Route 20; thence north on the East line thereof, a distance of 243.38 feet to a point; thence Southwesterly for a distance of 15.8.14 feet to a point on the Northeasterly right of way line of said U.S. Route 20, said point being 185 feet Northwesterly from the place of b ginning; thence Southeasterly on said tight of way line, a distance of 185 feet to the point of beginning, in the Township of Hampshire, Kane County, Illinois.

1997 PIN: 01-02-100•007 01-03-200-011

AND: The right of way of U.S. Highway 20 from its intersection with the Southerly boundary of the North 1 /2 of the Northeast Quarter of Section 11, northerly to its intersection With the Northerly boundary of the Northeast Quarter of Section 3, Township 42 North; Range 6 East of the Third Principal Meridian (in Hampshire Township, Kane County, Illinois.

AND: That part of the Southeast quarter of the Southeast quarter of Section 2 and of the Northeast quarter of the Northeast quarter of Section 11, au in Township 42 North; Range 6 East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 2; thence North along the West line of said Southeast quarter of the Southeast quarter 154-, 59 feet ·to • the Southwest cornet of a tract of land conveyed to the Illinois State Toll Highway Commission by deed dated November 21, 1956 and recorded November 29, 1956 in book 1821, page 137 as document 822452; thence Southeasterly along the Southerly line of said Illinois State Toll Highway Commission tract, 138.5. 61 feet to the East line of the Northeast quarter of the Northeast quarter of said Section 11; thence South along said East line to the Southeast corner thereof; thence West along the .South line of said Northeast quarter of the Northeast quarter to the Southwest corner thereof; thence North along the West line of said Northeast quarter of the Northeast quarter to the point of beginning; also the Northeast quarter of the Northwest quarter of the Northeast quarter; the South half of the Northwest quarter of the Northeast quarter and the East half of the Northwest quarter of Section 11, Township 42 North, Range 6 East of the Third Principal Meridian, 'in the Township of Hampshire, Kane County, Illinois.

1997 PIN: 01-11-100-004 01-11-200-005

Ordinance No. 21 -

EXHIBIT B

VILLAGE OF HAMPSHIRE SSA #9

List of Property Index Numbers (2021)

PINs:

01-02-100-013	01-02-105-002
01-02-152-001	01-03-225-001
01-02-152-002	01-03-225-004
01-02-152-003	01-03-225-002
01-02-152-004	01-03-225-003
01-02-152-005	01-03-226-001
01-02-152-006	01-03-226-002
01-02-152-007	01-03-226-003
01-02-152-008	01-03-226-004
01-02-152-009	01-03-226-005
01-02-152-010	01-03-226-006
01-02-152-011	01-11-100-014
01-02-153-001	01-11-127-001
01-02-153-007	01-11-127-002
01-02-153-009	01-11-127-003
01-02-153-004	01-11-127-005
01-02-153-005	01-11-127-006
01-02-153-006	01-11-100-015
01-02-100-012	01-11-100-016
01-03-200-027	01-11-200-010
01-02-105-001	

CERTIFICATE	/									
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Linda Vasquez, certify Hampshire, Kane Countyfurther certify that on _ of Hampshire passed and	, Illinoi:	S.		2021, t	he Corp	orate .	Authori	ties of	the Villag	
			No. 21	L						
DISSOLVING V AND TERMINATI FINANCIAL, LLC	NG TH	E OF HA	INISTR	IRE SP	ECIAL :	EMENT	WITH	MUNIC	CAP	
and that the attached cop on file with the Clerk of t								al such	Ordinanc	е
Γhis Certificate dated thi	s d	lay of _			, 202	1.				
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				age Cle	•					

VILLAGE OF HAMPSHIRE

No. 21 - ___

AN ORDINANCE

DISSOLVING VILLAGE OF HAMPSHIRE SPECIAL SERVICE AREA NO. 9, AND TERMINATING THE ADMINISTRATIVE AGREEMENT WITH MUNICAP FINANCIAL, LLC FOR ADMINISTRATION OF SAID SPECIAL SERVICE AREA

This document prepared by / return to:

Mark Schuster Bazos, Freeman, Schuster & Pope LLC 1250 Larkin Avenue #100 Elgin, IL 60123 847-742-8800 mschuster@bazosfreeman.com

No. 21 -

AN ORDINANCE

ABATING TAXES LEVIED FOR THE 2020 TAX YEAR (COLLECTABLE IN 2021) TO PAY DEBT SERVICE ON THE \$1,175,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2016 (PREVIOUSLY DESIGNATED AS "SERIES 2015") FOR THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

WHEREAS, the Corporate Authorities of the Village, by Ordinance No. 15-09, adopted on the 19th day of March, 2015 provided for the future issuance of not to exceed \$1,600,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015, for the purpose of refinancing and refunding the bonds previously issued as Village of Hampshire General Obligation Bonds (Alternate Revenue Source), Series 2009A; and

WHEREAS, pursuant to the authorization of Ordinance No. 15-09, the Corporate Authorities of the Village thereafter approved issuance of certain bonds, designated as \$1,175,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016 Bonds [sic], by motion and vote at the regularly scheduled meeting of the Board of Trustees held on March 3, 2016, for the purpose of partially refinancing and refunding certain bonds previously issued and known as the Village of Hampshire General Obligation Bonds (Alternate Revenue Source) Series 2009A; and

WHEREAS, said Ordinance provided for the levy of a direct annual tax sufficient to pay principal and interest and other proper expense on said Bonds in the event that the alternate sources of funding otherwise provided for the payment of debt service on said Series 2016 Bonds were not available or sufficient to pay the outstanding debt service for any given fiscal year; and

WHEREAS, accordingly, the bonds authorized by Ordinance No. 15-09 (and designated therein as "Series 2015") were re-designated as "Series 2016" bonds upon issuance, and were utilized to refinance and refund only a portion and not all of the Series 2009A Bonds; and

WHEREAS, said bonds by the terms of Ordinance No. 15-09 and the subsequent motion approving issuance of the bonds in 2016 are to be payable from certain alternate revenue sources, to wit:

- (i) all collections distributed to the Village from municipal utility taxes on electricity and gas imposed pursuant to Division 11 of Article 8 of the Illinois Municipal Code, as supplemented and amended from time to time, or substitute taxes therefor as provided in the future, and/or
- (ii) revenues or funds to be deposited by the Village in a special tax allocation fund created or designated pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, as supplemented and amended from

time to time (the "Pledged Revenues"), and,

(iii) in the alternative, if necessary, from ad valorem taxes levied against taxable property within the Village; and

WHEREAS, Ordinance No. 15-09, authorizing the issuance of the bonds and filed with the County Clerk, provided for the levy of ad valorem real estate taxes in certain amounts to cover payments of principal and interest due on the bonds, including a levy of taxes sufficient to pay the principal and interest coming due during the period from May 1, 2020 to April 30, 2021 ("Fiscal Year 2021"); and

WHEREAS, the Village has accumulated or will have accumulated sufficient Pledged Revenues, as defined in Ordinance No. 15-09 for the purpose of paying debt service on the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016; and

WHEREAS, the Village is authorized to abate certain taxes when it is determined that sufficient funds are available from any other source which lawfully may be applied to payment of its obligations.

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

- Section 1. The Corporate Authorities of the Village of Hampshire adopt the recitals set forth above, and hereby direct the application of the Pledged Revenues in an amount sufficient to pay the principal and interest due to be paid during Fiscal Year 2021 for the Village of Hampshire \$1,175,000 General Obligation Bonds (Alternate Revenue Source) Bonds Series 2016 (previously designated as "Series 2015").
- Section 2. The County Clerk is hereby directed to abate in its entirety the tax levy for the 2020 tax year (taxes collectable in 2021) for the \$1,175,000 General Obligation Bonds (Alternate Revenue Source), Series 2016, as set out in Ordinance No. 15-09 (and designated therein as "Series 2015" bonds), the authorizing ordinance previously filed with the County Clerk.
- Section 3. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Kane County, Illinois.
- Section 4. Any motion, order, resolution, or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.
- Section 5. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 6. This Ordinand approval as provided by law.	e shall take full force and	d effect upon its passage and
ADOPTED THIS DAY as follows:	OF,	2021, pursuant to roll call vote
AYES:		
NAYS:		
ABSTAIN:		
ABSENT:		
APPROVED THIS DA	Y OF	, 2021.
	Jeffrey R. Magnus Village President	ssen
ATTEST:		
Linda Vasquez Village Clerk		

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	/								
CERTIFICATE	/								
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	/								
	/	/	/	/	/	/	/	/	/
I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.									
I further certify that on the Village of Hampshire entitled:	passe	ed and	the Vill	age Pr	_, 202 [,] esident	1, the (t appro	Corpora ved Or	ate Aut dinanc	horities of e No. 21 -
AN ORDINANCE ABATING TAXES LEVIED FOR THE 2020 TAX YEAR (COLLECTABLE IN 2021) TO PAY DEBT SERVICE ON THE \$1,175,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2016, (PREVIOUSLY DESIGNATED AS "SERIES 2015") FOR THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS									
and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.									
This Certificate dated this	S	_ day d	of			, 20	21.		
				da Vaso	•				
			VIII	age Cle	PΓK				

County of Kane)							
Filing Certificate							
I, the undersigned, do hereby certify that I am the duly qualified and acting							
County Clerk of Kane County, Illinois, and as such official I do further certify that on the							
day of, 2021, there was filed in my office a duly certified copy							
of Ordinance No. 21 entitled:							
AN ORDINANCE ABATING TAXES LEVIED FOR THE 2020 TAX YEAR (COLLECTABLE IN 2021) TO PAY DEBT SERVICE ON THE \$1,175,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2016, (PREVIOUSLY DESIGNATED AS "SERIES 2015") FOR THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS							
duly adopted by the President and Board of Trustees of the Village of Hampshire, Kane							
County, Illinois, on the day of, 2021, and that the same							
has been deposited in the official files and records of my office.							
In Witness Whereof, I hereunto affix my official signature and the seal of said							
County, this, 2021.							
County Clerk Kane County, Illinois							

State of Illinois

No. 21 -

AN ORDINANCE

ABATING TAXES LEVIED FOR THE 2020 TAX YEAR (COLLECTABLE IN 2021) TO PAY DEBT SERVICE ON THE ISSUANCE OF UP TO \$2,750,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2012 FOR THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

WHEREAS, the Village previously has issued certain refunding bonds, referred to as up to \$2,750,000 General Obligation Refunding Bonds (Alternate Revenue Source) Series 2012, by its Ordinance No. 12-25, enacted on December 6, 2012; and

WHEREAS, said refunding bonds refunded all or a portion of the prior bond issue referred to as the General Obligation Bonds (Alternate Revenue Source), Series 2006A; the prior bond issue referred to as the General Obligation Refunding Bonds, Series 2003; and certain Debt Certificates, Series 2003; and

WHEREAS, said bonds are by the terms of Ordinance No. 12-25 to be payable from certain monies, to wit: all municipal utility taxes on electricity and gas imposed pursuant to Division 11 of Article 8 of the Municipal Code (the "Pledged Revenues"), and, in the alternative, if necessary, from ad valorem taxes levied against taxable property within the Village; and

WHEREAS, Ordinance No. 12-25 included in its terms a levy of taxes for payment of principal and interest coming due during the period from May 1, 2020 to April 30, 2021 ("Fiscal Year 2021"); and

WHEREAS, the Village has accumulated or will have accumulated sufficient Pledged Revenues, as defined in Ordinance No. 12-25, for the purpose of paying debt service on the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012; and

WHEREAS, the Village is authorized to abate certain taxes when it is determined that sufficient funds are available from any other source which lawfully may be applied to payment of its obligations.

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

Section 1. The Corporate Authorities of the Village of Hampshire adopt the recitals set forth above, and hereby direct the application of the Pledged Revenues in an amount sufficient to pay the principal and interest due to be paid during Fiscal Year 2021 arising out of the \$2,750,000 General Obligation Bonds (Alternate Revenue Source) – Series 2012 previously issued.

Section 2. The County Clerk is hereby directed to abate in its entirety the tax levy for the 2020 tax year (taxes collectable in 2021) for the \$2,750,000 General Obligation Bonds (Alternate Revenue Source), Series 2012, as set out in Village of Hampshire Bond Ordinance No. 12-25 previously filed with the County Clerk.

Section 3. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Kane County, Illinois.

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

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

Section 6. This Ordinance shall take full force and effect upon its passage and approval as provided by law.

vote a	ADOPTED 11 as follows:	HIS	DAY OF _		, 2021, pursuant to roll ca
	AYES:				
	NAYS:				
	ABSTAIN:				
	ABSENT:				
	APPROVED	THIS	DAY OF		, 2021.
				Jeffrey R. Magnuss Village President	en
ATTE	ST:				
	Vasquez e Clerk				

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CERTIFICATE	/								
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I, Linda Vasquez, certify Hampshire, Kane Count			e duly a	appoin	ted and	d actino	g Clerk	of the	Village of
I further certify that on _ Hampshire passed and t									
ABATING TAXE IN 2021) TO PAY D GENERAL OBLIGATIO SERIES 2012 FOR	EBT S N REF	IED FO ERVIC FUNDII	E ON T	2020 THE IS NDS (<i>I</i>	TAX Y SUAN(ALTER	CE OF NATE	UP TO REVEN	\$2,75 IUE S0	0,000 DURCE),
and that the attached c Ordinance on file with th									
This Certificate dated thi	s (day of .				, 202	21.		
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				la Vas ige Cle	•				

State of Illinois)) SS
County of Kane)
	Filing Certificate
I, the undersigned	d, do hereby certify that I am the duly qualified and acting
County Clerk of Kane Cou	unty, Illinois, and as such official I do further certify that on the
day of,	2021, there was filed in my office a duly certified copy of
Ordinance No. 21 e	ntitled:
IN 2021) TO PAY DEB GENERAL OBLIGATION	AN ORDINANCE LEVIED FOR THE 2020 TAX YEAR (COLLECTABLE IT SERVICE ON THE ISSUANCE OF UP TO \$2,750,000 REFUNDING BONDS (ALTERNATE REVENUE SOURCE), E VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
duly adopted by the President	dent and Board of Trustees of the Village of Hampshire, Kane
County, Illinois, on the _	day of, 2021, and that the same has been
deposited in the official file	es and records of my office.
In Witness Whered	of, I hereunto affix my official signature and the seal of said
County, this day of _	, 2021.
	County Clerk Kane County, Illinois

No. 21 - ____

AN ORDINANCE

ABATING TAXES LEVIED FOR THE 2020 TAX YEAR (COLLECTABLE IN 2021) TO PAY DEBT SERVICE ON THE \$1,400,000 GENERAL OBLIGATION BONDS - SERIES 2009A (ALTERNATE REVENUE SOURCE) FOR THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

WHEREAS, the Corporate Authorities of the Village, by Ordinance No. 06-13, adopted on the 20th day of April, 2006 provided for the future issuance of not to exceed \$3,000,000.00 General Obligation Bonds, for the purpose of funding certain public improvements in the Village, including roadway and sanitary sewer improvements; and

WHEREAS, the Corporate Authorities of the Village, by Ordinance No. 09-17, adopted on the 14th day of May, 2009, and pursuant to the initial authorization set forth in said Ordinance No. 06-13, thereafter authorized and provided for the issuance of a portion of the total of said bonds, to wit: \$1,400,000.00 General Obligation Bonds – Series 2009A (Alternate Revenue Source), for the purpose of funding certain public improvements in the Village, including roadway improvements, and provided for the levy of a direct annual tax sufficient to pay principal and interest and other proper expense on said Bonds; and

WHEREAS, said bonds are by the terms of the Ordinance to be payable from certain monies, to wit: all municipal utility taxes on electricity and gas imposed pursuant to Division 11 of Article 8 of the Municipal Code (the "Pledged Revenues"), and, in the alternative, if necessary, from ad valorem taxes levied against taxable property within the Village; and

WHEREAS, Ordinance No. 09-17 included in its terms a levy of taxes for payment of principal and interest coming due during the period from May 1, 2020 to April 30, 2021 ("Fiscal Year 2020"); and

WHEREAS, thereafter, pursuant to the authorization of Ordinance No. 15-09, the Corporate Authorities of the Village approved issuance of certain bonds, designated as \$1,175,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016 Bonds [sic], by motion and vote at the regularly scheduled meeting of the Board of Trustees held on March 3, 2016; and

WHEREAS, said refunding bonds were issued for the purpose of partially refinancing and refunding the previously issued Village of Hampshire General Obligation Bonds (Alternate Revenue Source) Series 2009A bonds; and

WHEREAS, the Village has accumulated or will have accumulated sufficient Pledged Revenues, as defined in Ordinance No. 09-17, available for the purpose of paying debt service on the outstanding balance of the original Series 2009A bonds; and

WHEREAS, the Village is authorized to abate certain taxes when it is determined

that sufficient funds are available from any other source which lawfully may be applied to payment of its obligations.

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

- Section 1. The Corporate Authorities of the Village of Hampshire adopt the recitals set forth above, and hereby direct the application of the Pledged Revenues in an amount sufficient to pay the principal and interest due to be paid during Fiscal Year 2020 on the outstanding balance of the \$1,400,000 General Obligation Bonds Series 2009A (Alternate Revenue Source).
- Section 2. The County Clerk is hereby directed to abate in its entirety the tax levy for the 2020 tax year (taxes collectable in 2021) for the \$1,400,000 General Obligation Bonds Series 2009A (Alternate Revenue Source), as set out in Bond Ordinance No. 09-17, previously certified to the County Clerk.
- Section 3. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Kane County, Illinois.
- Section 4. Any motion, order, resolution, or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.
- Section 5. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.
- Section 6. This Ordinance shall take full force and effect upon its passage and approval as provided by law.

ADOPTED T vote as follows:	THISDAY OF	, 2021, pursuar	nt to roll call
AYES:			
NAYS:			
ABSTAIN:			
ARSENT:			

APPROVED THIS	DAY OF	, 2021.	
	Jeffrey R Village P	z. Magnussen President	
ATTEST:			
Linda Vasquez Village Clerk			

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CERTIFICATE	/								
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	/								
	/	/	/	/	/	/	/	/	/
I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois. I further certify that on, 2021, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 20 - , entitled:									
ABATI (COLLEC ⁻ \$1,400,000 FOR THE V	GENEF (ALT	KES LE IN 202 ² RAL OE ERNAT	1) TO I BLIGAT ΓΕ REV	FOR T PAY D TONS 'ENUE	HE 202 EBT SI BONDS SOUR	ERVIC S - SEI RCE)	E ON 7 RIES 2	ΓΗΕ 009Α	
and that the attached Ordinance on file with the									
This Certificate dated th	nis	_ day o	of			, 20)21.		
Linda Vasquez Village Clerk									

State of Illinois)	
County of Kane) SS	
Filing Certificate	
I, the undersigned, do hereby certify that I am	the duly qualified and acting
County Clerk of Kane County, Illinois, and as such officia	I do further certify that on the
day of, 2021, there was filed in	my office a duly certified copy
of Ordinance No. 20 – entitled:	
AN ORDINANCE ABATING TAXES LEVIED FOR THE 202 (COLLECTABLE IN 2021) TO PAY DEBT SERVIC GENERAL OBLIGATIONS BONDS - SE (ALTERNATE REVENUE SOUR FOR THE VILLAGE OF HAMPSHIRE, KANE C	E ON THE \$1,400,000 RIES 2009A RCE) COUNTY, ILLINOIS
County, Illinois, on the day of,	
been deposited in the official files and records of my offic	
In Witness Whereof, I hereunto affix my official s	signature and the seal of said
County, this day of, 2021.	
County Clerk	
Kane County,	, IIIINOIS

VILLAGE OF HAMPSHIRE

Accounts Payable

February 4, 2021

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

Total: \$190,055.42

To be paid on or before February 10, 2021

Village President:	
Attest:	
Village Clerk:	
Date:	

VILLAGE OF HAMPSHIRE

Accounts Payable

February 4, 2021

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

Total: \$774.77

To be paid on or before February 10, 2021

Village President:	
Attest:	
Village Clerk:	
Date:	

DATE: 02/02/21 VILLAGE OF HAMPSHIRE PAGE: 1 TIME: 13:38:11 DETAIL BOARD REPORT

ID: AP441000 WOW

	INVOICE DATE			ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
ACEGE TOBINS	SON'S ACE HARDW	ARE #	03999					
103947/1	01/29/23	L 01	LIGHT BULBS	010030034650		INVOICE	02/28/21 TOTAL: OTAL:	19.98 19.98 19.98
ALCO ALLEN	'S CORNER DINER,	INC	•					
10727	01/11/21	L 01	TOW	010030024110		INVOICE	02/11/21 TOTAL: OTAL:	400.00 400.00 400.00
AMBU AMAZO	N CAPITAL SERVIC	CES						
113-1645159-80	009845 01/22/21	01	HOLSTER	010020034690			02/22/21 TOTAL: OTAL:	57.52 57.52 57.52
B&KPO B & K	POWER EQUIPMENT	INC.						
160122	01/13/21	. 01	CHAIN SAW	010030034680			02/13/21 TOTAL: OTAL:	80.00 80.00 80.00
BONN BONNEI	LL INDUSTRIES, I	INC.						
0197163-IN	02/01/21	. 01	CURB SHOE/AUGER COUPLER	010030034680		INVOICE	03/01/21 TOTAL: OTAL:	354.01 354.01 354.01
BPCI BENEFI	IT PLANNING CONS	ULTAI	NTS,					
BPCI00247583	01/12/21	. 01	MONTHLY FLEX AND COBRA	010010024380			02/20/21 TOTAL: OTAL:	115.00 115.00 115.00
BRHA BRIAN	HAYDYSCH							

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INVOICE VENDOR #		INVOICE DATE	ITEN #		ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
BRHA	BRIAN HAYDYS	SCH							
120820		12/08/20	01	REIMBURSEMENT EQUIP	010020034690		INVOICE VENDOR I	TOTAL:	734.77 734.77 734.77
CASE	CARDMEMBER S	SERVICE							
020221		02/02/21	02 03	CREDIT CARD PURCH CREDIT CARD PURCH CREDIT CARD PURCH	010010024230 010020024230 010030024230 300010024230 310010024230 010020024230		INVOICE VENDOR T		94.22 172.25 262.85 147.29 73.39 800.00 1,550.00 1,550.00
COCA	COMCAST								2,000.00
011121		01/11/21	01	VH INTERNET	010010024230			02/08/21 TOTAL: OTAL:	138.40 138.40 138.40
COMA	CORE & MAIN	LP							
N634144		01/29/21	01	CURB BOXES	300010034670			02/28/21 TOTAL:	300.50 300.50
N662733		01/29/21	01	METER	300010054960		INVOICE VENDOR T	TOTAL:	3,160.00 3,160.00 3,460.50
COMI	COMPASS MINE	RALS AMERI	ICA I	NC.					
751789		01/27/21	01	STREET SALT	150030034600		INVOICE	· · · · · ·	17,044.67 17,044.67

DATE: 02/02/21

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VILLAGE OF HAMPSHIRE

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INVOICE VENDOR #	,,	ITE #	M DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
COMI	COMPASS MINERALS AM	ERICA	INC.					
752779	01/28/2	1 01	STREET SALT	150030034600		INVOICE VENDOR T	TOTAL:	10,960.56 10,960.56 28,005.23
COPS	C.O.P.S. TESTING SER	VICE,	INC.					
106148	10/16/2	0 01	JT PRE-EMPL POLY	010020024380		INVOICE	11/16/20 TOTAL:	160.00 160.00
106158	10/19/2	0 01	JT PRE-EMPL PSYCH	010020024370		INVOICE VENDOR T		450.00 450.00 610.00
CUBE	CULLIGAN OF BELVIDER	E						
013121	01/31/2	02 03	93732 93740 104711 85662	310010024280 010030024280 010020024280 010010024280		INVOICE VENDOR T		53.00 45.50 52.00 36.75 187.25 187.25
DYEN	DYNEGY ENERGY SERVIC	ES						
011421	01/14/2	1 01 02 03 04 05 06 07 08 09	386293521011 386294021011 386293221011 386293821011	010030024260 010030024260 010030024260 010030024260 010030024260 010030024260 010030024260 010030024260 010030024260			03/16/21	102.63 30.76 637.01 1,981.74 59.24 52.62 9.79 17.14 69.81 153.77

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INVOIC VENDOR	••	INVOICE DATE	ITEN #		ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
DYEN	DYNEGY ENERG	Y SERVICE	S						
011421		01/14/21	12 13 14 15 16 17 18 19 20 21	386299721011 386300521011 386300121011 386299921011 386293721011 386300221011 386300021011 386300021011 386300421011 386300321011 386299821011 386299521011 3862993421011	310010024260 300010024260 300010024260 300010024260 300010024260 310010024260 310010024260 310010024260 310010024260 310010024260 310010024260 300010024260		INVOICE	03/16/21	147.08 541.15 129.28 77.94 70.19 309.93 376.02 116.18 74.43 518.57 190.87 1,805.33 97.60 7,569.08
ELRE	ELGIN RECYCL	TNG					VENDOR T		7,569.08
36655			01	ELECTRONIC RECYCLING	310010034650		INVOICE VENDOR T	10/11/20 TOTAL: OTAL:	46.30 46.30 46.30
GALL	GALLS LLC								
017367	292	01/07/21	01	UNIFORM	010020034690		INVOICE '		149.30 149.30 149.30
GEBR	GEHRINGER BR	.os							
0948		01/21/21	01	STEEL TO PATCH BOX	010030034680		INVOICE '	TOTAL:	85.00 85.00 85.00
HAAUPA	HAMPSHIRE AU	TO PARTS							

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VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

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INVOICE VENDOR #		INVOICE DATE	ITEM #		ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
HAAUPA	HAMPSHIRE	AUTO PARTS							
576727		01/19/21	01	SNOW BRUSH	010030034680			02/19/21 TOTAL:	39.35 39.35
576789		01/20/21	01	ANTIFREEZE	010030034670		INVOICE	02/20/21 TOTAL:	26.49 26.49
576793		01/20/21	01	WINDSHIELD WASHER FLUID	010030034680			02/20/21 TOTAL:	
576840		01/20/21	01	AIRDRYER	010030024110			02/20/21 TOTAL:	
576902		01/21/21	01	CREDIT	010030024110			02/21/21 TOTAL:	
577254		01/25/21	01	CREDIT	010030034670			02/25/21 TOTAL:	
577434		01/27/21	01	WIPER BLADES	010020024110				44.87
577545		01/28/21	01	FUEL FILTER	010030024120			02/28/21 TOTAL:	79.99 79.99
577570		01/29/21	01	HOSE SPRING	010030034680			02/28/21 TOTAL:	
577788		02/01/21	01	FUEL FILTER	010030024120		INVOICE	03/01/21 TOTAL:	86.86 86.86
HAIN	HAWKINS,	INC.					VENDOR T	OTAL:	465.68
4871938		01/29/21	01	WWTP	310010034680		INVOICE	02/18/21 TOTAL: OTAL:	4,574.70 4,574.70 4,574.70

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INVOICES DUE ON/BEFORE 04/30/2021

INVOICE # VENDOR #	INVOICE ITEM DATE # DESCRIPTION	ACCOUNT # P.C	D. # PROJECT DUE DATE	ITEM AMT
HUFO HUNTLEY FO	RD			
212235	01/27/21 01 BAD SENSOR	010030024110	02/27/21 INVOICE TOTAL: VENDOR TOTAL:	494.53 494.53 494.53
IACP INTL ASSOC	OF CHIEFS OF POLICE			
0148385	01/08/21 01 HJ DUES	010020024430	01/08/21 INVOICE TOTAL: VENDOR TOTAL:	190.00 190.00 190.00
IPODBA IPO/DBA CAI	RDUNAL OFFICE SUPPLY			
4869815-0	01/21/21 01 PAPER TOWELS/TONER/POST IT	010010034650	02/21/21 INVOICE TOTAL: VENDOR TOTAL:	167.35 167.35 167.35
ISL INDUSTRIAL	SYSTEMS LTD			
22919	01/12/21 01 PRE-WET DEICER	150030034600	02/12/21 INVOICE TOTAL: VENDOR TOTAL:	4,815.00 4,815.00 4,815.00
JOHU JOHN HUFF				
020121	02/01/21 01 PHONE STIPEND	010020024230	03/01/21 INVOICE TOTAL: VENDOR TOTAL:	40.00 40.00 40.00
KCCC JEFFREY R	KEEGAN			
020121	02/01/21 01 VH JANITORIAL SERVICE 02 PD JANITORIAL SERVICE	010010024380 010020024380	03/01/21 INVOICE TOTAL: VENDOR TOTAL:	480.00 830.00

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VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 04/30/2021

INVOICE ITEM INVOICE # VENDOR # DATE # DESCRIPTION ACCOUNT # P.O. # PROJECT DUE DATE ITEM AMT KONICA KONICA MINOLTA PREMIER FINANCE 5013639509 01/27/21 01 COPIER 010010024340 02/23/21 109.62 INVOICE TOTAL: 109.62 VENDOR TOTAL: 109.62 KONMIN KONICA MINOLTA BUS SOLUTION 270866530 01/22/21 01 MONTHLY MAINTENANCE 010020024340 02/22/21 209.67 INVOICE TOTAL: 209.67 VENDOR TOTAL: 209.67 LAAM LAUTERBACH & AMEN, LLP 52283 01/18/21 01 AUDIT 010010024375 02/18/21 25,930.00 INVOICE TOTAL: 25,930.00 VENDOR TOTAL: 25,930.00 MENA MENARDS - SYCAMORE 41006 01/11/21 01 ST SIGN ANCHORS/TARP 010030034680 02/11/21 117.99 INVOICE TOTAL: 117.99 41137 01/14/21 01 SHOP SUPPLIES 010030034670 02/14/21 77.14 INVOICE TOTAL: 77.14 41690 01/25/21 01 SUPPLIES 010030034680 02/25/21 238.10 INVOICE TOTAL: 238.10 VENDOR TOTAL: 433.23 MAIM MIDAMERICAN ENERGY SERVICES 011121 01/11/21 01 455525 300010024260 03/12/21 4,600.95 02 455526 300010024260 607.29 03 455570 300010024260 4,655.77 04 455571 310010024260 10,416.69 INVOICE TOTAL: 20,280.70 VENDOR TOTAL: 20,280,70

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VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

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INVOICE # VENDOR #	INVOICE DATE	ITEM #		ACCOUNT #	P.O. # PROJECT DUE DATE	ITEM AMT
MISA MIDWEST :	SALT					
P455037	01/18/21	01	WATER TREATMENT SALT	300010034680	02/18/21 INVOICE TOTAL: VENDOR TOTAL:	3,074.69 3,074.69 3,074.69
MUCAIN MUNICAP,	INC					
012021-029	01/18/21	01	ADMIN FEE	210010064440	02/18/21 INVOICE TOTAL:	862.50 862.50
012021-407	01/25/21	01	ADMIN FEE	210010064440	02/22/21 INVOICE TOTAL: VENDOR TOTAL:	175.00 175.00 1,037.50
NICOR NICOR						
011321	01/13/21	02	19-61-05-1000 0 87-56-68-1000 5 96-71-05-6761 9	310010024260 300010024260 310010024260	03/02/21 INVOICE TOTAL: VENDOR TOTAL:	39.06 3,740.09 40.00 3,819.15 3,819.15
OFDE OFFICE DI	EPOT, INC.					
150382413001	01/15/21	01	POST IT/MARKER/DISINFEC WIPES	010020034650	02/20/21 INVOICE TOTAL: VENDOR TOTAL:	52.08 52.08 52.08
PAHCS PAHCS II,	'NORTHWESTERN	MED	occ			
506501	12/31/20	01 02	SD PRE-EMPL PHYSICAL JM PRE-EMPL PHYSICAL	010020024380 010020024380	01/31/21 INVOICE TOTAL: VENDOR TOTAL:	45.00 45.00 90.00 90.00
PASS PASSARELI	LI LAW LLC					

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INVOICE # VENDOR #	INVOICE DATE	ITEM		ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
PASS PASSARELLI	LAW LLC							
437	01/19/21	01	PD	010020024370			02/19/21 TOTAL: TOTAL:	475.00 475.00 475.00
PDC PDC LABORAT	ORIES, INC.							
I9450898	01/29/21	01	WWTP CHEMICALS	300010024380		INVOICE	02/28/21 TOTAL: TOTAL:	185.00 185.00 185.00
QUCO QUILL CORPO	RATION							
13595570	01/07/21	01	CLEANER	010030034650			02/06/21 TOTAL:	23.16 23.16
13603812	01/07/21	01	CLEANING SUPPLIES	010030034650			02/06/21 TOTAL:	35.64 35.64
13641496	01/08/21	01	MEMO PAPER	010030034650		INVOICE	02/07/21 TOTAL:	7.95 7.95
13647609	01/08/21	01	PENS/NOTEBOOK	010030034650			02/07/21 TOTAL:	62.95 62.95
13666911	01/11/21	01	MOP	010030034650		INVOICE	02/10/21 TOTAL: 'OTAL:	43.99 43.99 173.69
RAOH RAY O'HERRO	N CO., INC.							
2081699-IN	01/22/21	01	UNIFORM	010020034690		-	02/22/21 TOTAL: OTAL:	552.29 552.29 552.29
RKQUSE RK QUALITY	SERVICES							

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VWVH

VERIZON WIRELESS

INVOICE VENDOR #	‡	INVOICE DATE	#			P.O. #	PROJECT	DUE DATE	ITEM AMT
RKQUSE	RK QUALITY S	ERVICES							
17171		01/25/21	01	OIL CHANGE	010020024110		INVOICE T	02/25/21 OTAL:	38.34 38.34 38.34
SESO	SEVAN SOLUTI	ONS							
020121		02/01/21	01	ESCROW RTN - DEMO PERMIT 1066	010000002006		INVOICE T	03/01/21 COTAL: DTAL:	2,500.00
STARK	STARK & SON	TRENCHING	, INC						
011121		01/11/21	01	HIGHLAND AVE STORM SWR PROJECT	010030054951		INVOICE I	02/11/21 COTAL: CTAL:	6,963.30
TEK	TEKLAB, INC								
253657		01/26/21	01	MONTHLY NPDES TESTING	310010024380			02/25/21 COTAL: CTAL:	460.50
TRIN	DEDUCTIBLE R	ECOVERY G	ROUP						
0871796	5	01/19/21	01	DEDUCTIBLES	010010024210		INVOICE T	02/21/21 OTAL: PTAL:	273.00
VWPD	VERIZON WIRE	LESS							
9871365	5250	01/15/21	01	PD CELLULAR	010020024230			02/07/21 OTAL: OTAL:	396.11
******	***********	T 700							

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VILLAGE OF HAMPSHIRE

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INVOIC VENDOR		INVOICE DATE	ITEN #	1 DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
VWVH	VERIZON WIR	ELESS							
987136	5251	01/15/21	02 03 04	ADM PD STREETS WATER SEWER	010010024230 010020024230 010030024230 300010024230 310010024230		INVOICE VENDOR T		109.16 199.59 304.80 170.74 85.15 869.44 869.44
WAMA	WASTE MANAG	EMENT							
363486	4-2011-2	01/29/21	01	JAN 2021	290010024330		INVOICE VENDOR T	TOTAL:	58,089.88 58,089.88 58,089.88
WESI	WEST SIDE T	RACTOR SAL	ES						
197294		01/21/21	01	DOOR HINGE LOADER	010030024120		INVOICE	02/21/21 TOTAL:	152.88 152.88
197296		01/21/21	01	BOLT FOR LOADER	010030024120		INVOICE	02/21/21 TOTAL:	8.16 8.16
197478		01/28/21	01	FUEL LINE LOADER	010030024120		INVOICE VENDOR T		63.98 63.98 225.02
WEX	WEX BANK								
699005	06	01/31/21	01 02 03 04	STREET FUEL WATER FUEL	010020034660 010030034660 300010034660 310010034660		INVOICE VENDOR T		2,203.68 3,284.18 392.30 354.72 6,234.88 6,234.88

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INVOICES DUE ON/BEFORE 04/30/2021

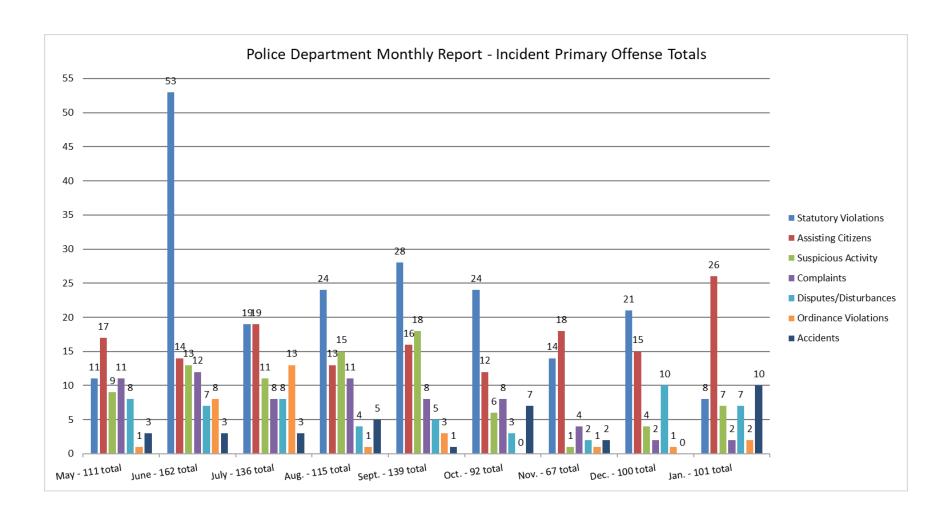
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190,830.19

TOTAL ALL INVOICES:

INVOICE VENDOR #	# INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
wsu 40525	WATER SOLUTIONS UNLIMI	·		300010034680		TWICTOR	02/20/21	3,217.50
						INVOICE TOTAL: VENDOR TOTAL:		3,217.50 3,217.50

...





Village of Hampshire

234 S. State Street, Hampshire IL 60140 Phone: 847-683-2181 www.hampshireil.org

Agenda Supplement

TO: President Magnussen; Board of Trustees

FROM: Dave Starrett, Streets Supervisor

FOR: Regular Village Board Meeting on February 4, 2021

RE: Streets Department Monthly Report - January

Reported Metrics (see charts below):

• The Streets Dept. responded to 69 utility locate requests, 1 of which was an emergency request.

- The 13 emergency callouts throughout the month were all snow and ice related.
- During the 10 winter events, there was a total of 20.25 inches of snow, 878.5 tons of salt used, and 588 labor-hours spent plowing/salting.

Other Work:

• Other miscellaneous projects were also completed, such as street light repairs and tree-trimming in alleys.

