



Village of Hampshire
Village Board Meeting
Thursday, July 1, 2021 - 7:00 PM
Hampshire Village Hall – 234 S. State Street

AGENDA

1. Call to Order
2. Establish Quorum
3. Pledge of Allegiance
4. Public Comments
5. Approval of Minutes from June 17, 2021
6. Presentation of Village Service Awards
 - a. Ken Swanson – Plan Commission
 - b. William Albert – Plan Commission
 - c. Carl Christenson – Zoning Board of Appeals
 - d. Joseph Schaul – Zoning Board of Appeals (will not be present)
7. Village Manager's Report
 - a. Remarks by Bonnie Engel – Hampshire Township Historical Society
 - b. A Motion to Approve an Ordinance For Sale of Certain Public Land. Being a Part of Pin 01-221-426-010 and a Part of Pin 01-21-426-003 in the Village. (Hennig Property)
 - c. A Motion to Approve a Master Power Supply Agreement By and Between the Village of Hampshire and MC Squared Energy Services, LLC to Provide Full-Requirements Electricity Supply and Related Services for the Village's Electric Aggregation Program.
 - d. A Motion to Amend the Village Code, Chapter 2: Police Regulations and Chapter 5: Building Regulations, to Allow For Certain Violations Regarding Exterior Property Maintenance to be Cited Without Prior Notice of Violation and for Immediate Enforcement.
 - e. An Ordinance Amending the Village Traffic Regulations to Eliminate Certain Class II Designated Truck Routes in the Village and to Eliminate Certain Weight Limit Limits For Vehicles Traveling on State Street.
 - f. An Ordinance authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital-related projects for the Village of Hampshire, Kane County, Illinois, and authorizing and providing for the issue of not to exceed \$182,500 General Obligation (Limited Tax) Debt Certificates, Series 2021, of said Village evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing security for and means of payment under the Agreement of the Certificates.
 - g. A motion to Reject All Bids For the Streetscape Project Due to Higher Than Budget Costs, and Notify All Bidders.
 - h. Discussion of a Village of Hampshire Covid-19 Water Bill Relief Program.
 - i. EEI Monthly Engineering Report – No Action Required
 - j. A Motion to Approve the June 17, 2021 Accounts Payable to Personnel.
 - k. A Motion to Approve the June 17, 2021 Regular Accounts Payable.

8. Village Board Committee Reports
 - a. Public Works
 - b. Public Relations
 - c. Budget
 - d. Business Development Commission
9. New Business
10. Announcements
11. Executive Session
12. Any items to be reported and/or acted upon 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. Please note that all meetings held by videoconference will be recorded, and the recordings will be made public.

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.

**REGULAR MEETING OF THE BOARD OF TRUSTEES
MINUTES
June 17, 2021**

The regular meeting of the Village Board of Hampshire was called to order by Village Clerk Vasquez at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, June 17, 2021.

A quorum was established.

Trustee Robinson moved to appoint Toby Koth as temporary chair.

Seconded by Trustee Fodor
Motion carried by roll call vote.
Ayes: Fodor, Koth, Mott, Pollastrini, and Robinson
Nays: None
Absent: Kelly

Roll call by Village Clerk Vasquez.

Present: Heather Fodor, Toby Koth, Lionel Mott, Laura Pollastrini, and Erik Robinson.

Absent: Aaron Kelly, Michael Reid

Also, present Village Manager Jay Hedges, Village Clerk Linda Vasquez, Finance Director Lori Lyons, Police Chief Brian Thompson, and Village Attorney Mark Schuster.

Trustee Koth led the Pledge of Allegiance.

MINUTES

Trustee Pollastrini moved to approve the minutes of June 3, 2021, with the change of adjournment time.

Seconded by Trustee Robinson
Motion carried by roll call vote.
Ayes: Fodor, Koth, Mott, Pollastrini, and Robinson
Nays: None
Absent: Kelly

VILLAGE MANAGER'S REPORT

A motion to approve a Façade Improvement Grant to Nils Von Keudell in the amount of \$3,725 or 25% of the total projects of \$14,900.

Trustee Pollastrini moved to approve Façade Improvement Grant to Nils Von Keudell in the amount of \$3,725 or 25% of the total projects of \$14,900.

Seconded by Trustee Robinson
Motion carried by roll call vote.
Ayes: Fodor, Koth, Mott, Pollastrini, and Robinson

Nays: None
Absent: Kelly

A Motion to approve a sidewalk reimbursement program application for 213-215 Julie Ln. for 30% of the low bid of \$2,620 or \$786.

Trustee Mott moved to approve a sidewalk reimbursement program application for 213-215 Julie Ln. for 30% of the low bid of \$2,620 or \$786.

Seconded by Trustee Robinson
Motion carried by roll call vote.
Ayes: Fodor, Koth, Mott, Pollastrini, and Robinson
Nays: None
Absent: Kelly

A Resolution accepting certain public improvements on and related to the Truck Country Project in the Village. (Watermain)

Trustee Fodor moved to approve Resolution 20-09: Accepting certain public improvements on and related to the Truck Country Project in the Village.

Seconded by Trustee Robinson
Motion carried by roll call vote.
Ayes: Fodor, Koth, Mott, Pollastrini, and Robinson
Nays: None
Absent: Kelly

An Ordinance amending the zoning classification from O-M Office Manufacturing Zoning District to M-2 General Industrial Zoning District property located in the Village. (Hampshire 90 Logistics Park-Hummer Trust Property)

Trustee Pollastrini moved to approve Ordinance 21-21: Amending the zoning classification from O-M Office Manufacturing Zoning District to M-2 General Industrial Zoning District property located in the Village. (Hampshire 90 Logistics Park-Hummer Trust Property)

Seconded by Trustee Fodor
Motion carried by roll call vote.
Ayes: Fodor, Koth, Mott, Pollastrini, and Robinson
Nays: None
Absent: Kelly

Mr. Robinson noted that the Planning & Zoning Commission provided have excellent notes to the Board, regarding the public hearing and recommendation.

An Ordinance annexing certain property to the Village of Hampshire, Kane County, Illinois (Leone Property)

Trustee Mott moved to approve Ordinance 20-22: Annexing certain property to the Village of Hampshire, Kane County, Illinois (Leone Property)

Seconded by Trustee Robinson

Motion carried by roll call vote.
Ayes: Fodor, Koth, Mott, Pollastrini, and Robinson
Nays: None
Absent: Kelly

An Ordinance Zoning certain land newly annexed to the Village in the M-2 General Industrial Zoning District. (Hampshire 90 Logistics Park- Leone Trust Property)

Trustee Fodor moved to approve Ordinance 21-23: Zoning certain land newly annexed to the Village in the M-2 General Industrial Zoning District. (Hampshire 90 Logistics Park- Leone Trust Property)

Seconded by Trustee Mott
Motion carried by roll call vote.
Ayes: Fodor, Koth, Mott, Pollastrini, and Robinson
Nays: None
Absent: Kelly

An Ordinance vacating a certain public alleyway lying North of Mill Avenue and running East and West between Center and East Street in the Village.

The Village Attorney noted and Ms. Remakel/Town Supervisor confirmed that easements have been offered to the two property owners on the east end of this alleyway. Pursuant to statute, payment having been tendered to the Village, the alley is to be conveyed to Hampshire Township.

Trustee Robinson moved to approve Ordinance 21-24: Vacating a certain public alleyway lying North of Mill Avenue and running East and West between Center and East Street in the Village

Seconded by Trustee Fodor
Motion carried by roll call vote.
Ayes: Fodor, Koth, Mott, Pollastrini, and Robinson
Nays: None
Absent: Kelly

An Ordinance Establishing Special Service Area Number Twenty-Seven in the Village.

Trustee Mott moved to approve Ordinance 21-25: Establishing Special Service Area Number Twenty-Seven in the Village. (Hampshire Corporate Center- Back-up for Stormwater Facilities)

Seconded by Trustee Robinson
Motion carried by roll call vote.
Ayes: Fodor, Koth, Mott, Pollastrini, and Robinson
Nays: None
Absent: Kelly

A motion to approve an agreement with Global Water Services, LLC, the low bidder, at a cost of \$39,500 to provide for Media Exchange at DWTP #7.

Trustee Robinson moved to approve an agreement with Global Water Services, LLC, the low bidder, at a cost of \$39,500 to provide for Media Exchange at DWTP #7.

Seconded by Trustee Mott
Motion carried by roll call vote.
Ayes: Fodor, Koth, Mott, Pollastrini, and Robinson
Nays: None
Absent: Kelly

Monthly Financial Report through May 31, 2021

Finance Director Lyons went over briefly the treasurer's report. So far, we are on track. The trustees thanked Ms. Lyons for providing this report.

A motion to Approve the June 17, 2021 Accounts Payable Personnel

Trustee Robinson moved to approve the Accounts Payable in the sum of \$443.54 paid on or before June 23, 2021 for Lori Lyons and Sean Horne.

Seconded by Trustee Mott
Motion carried by roll call vote.
Ayes: Fodor, Koth, Mott, Pollastrini, and Robinson
Nays: None
Absent: Kelly

A motion to Approve the June 17, 2021 Regular Accounts Payable

Trustee Robinson moved to approve the Accounts Payable in the sum of \$279,199.90 paid on or before June 23, 2021.

Seconded by Trustee Fodor
Motion carried by roll call vote.
Ayes: Fodor, Koth, Mott, Pollastrini, and Robinson
Nays: None
Absent: Kelly

Village Board Committee Reports

Public Works- No report

Public Relations - Trustee Fodor announced that the Committee will meet on June 29 at the Village Hall at 7 p.m.

Business Development Commission – Village Manager Hedges reported the BDC has one façade project from what used to be the dollar store coming through next.

Budget- No report

NEW BUSINESS

Village Manager Hedges updated the board regarding the proposal of The Kave to host an outdoor musical event on July 1. There will be eight police officers on duty, five who will be working overtime during the event. The stage will be on Washington and Maple

facing west. The music will stop at 11 p.m. Gina from the Kave has talked to the surrounding neighbors informing them what will be taking place. Only 300 people will be allowed to participate. A number of local businesses are sponsoring this event. Four food trucks will also be there.

Trustee Fodor reported a Historical Society would be having their meeting at Resource Bank June 22, at 1:30 p.m.

ADJOURNMENT

Trustee Robinson moved, to adjourn the Village Board meeting at 7:55 p.m.

Seconded by Trustee Fodor
Motion carried by voice vote
Ayes: Fodor, Koth, Mott, Pollastrini, and Robinson
Nays: None
Absent: Kelly

Linda Vasquez Village Clerk

Bazos, Freeman, Schuster & Pope, LLC
Attorneys at Law

MEMORANDUM

TO: Jay Hedges / Village Manager
cc: K. Meyers (attorney for Hennig)
FROM: Mark Schuster / Village Attorney
DATE: June 18, 2021
RE: Hennig / Mill @ “Klick Street”

Background

1. The Village owns a certain parcel of land north of Mill Avenue, which historically has been designated “Klick Street,” but for which there is no known Plat of Dedication for right-of-way purposes. The area would then constitute public land of the Village without a specific purpose.
2. The land is improved with a paved area, 25± in width, and is utilized by adjacent owners for access (four parcels / three owners, including Hennig).
3. There was once an alleyway between Center St. and the “Klick” public parcel, which has previously been vacated. It is presumed that Hennig owns the portion of the former alleyway which abuts his two properties.
4. Mr. Hennig owns two pertinent parcels at this location, #1) at the NE corner of Mill and “Klick” (PIN 01-21-476-003) and #2) a parcel farther north on the east side of “Klick” (PIN 01-21-426-004).
5. Parcel #1 on the corner of Mill and “Klick” is improved with a building which encroaches onto the “Klick” public parcel; and, a portion of the “Klick” property is also used for parking alongside the building.
6. Hennig has requested that the Village convey to him a parcel 17’ wide and 278’ in length (0.108 acres).
 - i) along Parcel #1, to encompass his existing building ¹; and
 - ii) along Parcel #2, to expand his property to the north, keeping a straight property line.
7. There are no known Village plans to extend Klick Street across the creek via the “Klick” parcel.

¹ Such conveyance would not account for or allow for any setback area; but would recognize / condone a 0’ side yard for the existing building.

Bazos, Freeman, Schuster & Pope, LLC
Attorneys at Law

Question(s) Presented

1. Is there any reason to preserve / restore a full sixty-six (66) foot right-of-way for Klick Street at this location?²
2. Would the Village agree to convey to Mr. Hennig the 17' strip he has requested for Parcel #1, for the building encroachment?
3. Would the Village agree to convey to Mr. Hennig the 17' strip he requests for Parcel #2?

Discussion

Since it does not appear that the land was dedicated as a right-of-way, the property constitutes public land which must be sold according to statutory procedures specified in the Illinois Municipal Code for sale of public land. The procedure calls for bidding, and allows the municipality to accept any bid deemed to be in the best interest of the Village. Approval of the sale requires an affirmative vote of $\frac{3}{4}$ of the Corporate Authorities (6 votes).³

There are public utilities which extend through the public parcel designated as "Klick St," including sanitary sewer and storm sewer. The Village should determine if any of these lie within the easterly 17' strip which Mr. Hennig is asking to acquire. Any conveyance would need to reserve an easement for utilities which may lie within the land to be conveyed.

Action(s) Needed

- A. Enact an ordinance designating the land to be sold.
- B. Advertise for bids for purchase (for 3 weeks).
- C. Review the bids received.
- D. Accept any bid (not necessarily, the highest bid).
- E. Conclude the conveyance of the land to the accepted bidder, reserving any required easement for public utilities.

² Of the total 66 foot wide public parcel, there is 17' encroachment of the building; and about 25' width of pavement. The remainder is about 10' on the east side and 14' on the west side of the pavement.

³ There is an alternative procedure, by which the Village would obtain an MAI appraisal and sell the land for not less than 80% of appraised value, if the Village wishes to proceed in that fashion.

No. 21 –

**AN ORDINANCE
FOR SALE OF CERTAIN PUBLIC LAND, BEING A PART
OF PIN 01-221-426-010 AND A PART OF PIN 01-21-426-003
IN THE VILLAGE**

WHEREAS, the Village owns a certain parcel or parcels of land lying north of Mill Avenue in the Village designated as PIN 01-21-426-010, and PIN 01-21-426-003; and

WHEREAS, said land has historically been used in part for access to other properties lying north of Mill Avenue, and is in part paved for vehicular traffic but is otherwise vacant public land; and

WHEREAS, there is an encroachment onto the property from a building otherwise constructed on a certain parcel lying east of the above-described parcels, to wit: PIN 01-21-426-001; and

WHEREAS, there are certain public utilities lying within said real estate to wit, sanitary sewer and storm sewer; and any conveyance of the land must reserve to the Village an appropriate easement for same; and

WHEREAS, the Corporate Authorities find that ownership of the portion of said real estate described herein for conveyance is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village.

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

Section 1. The real estate described on Exhibit "A" attached hereto and incorporated herein by the reference shall be subject to sale, according to the following conditions:

- a) The village shall publish notice of this proposal to sell the real estate once each week for three (3) consecutive weeks, in a daily or weekly newspaper published in Kane County, provided, the first such publication shall occur not less than thirty (30) days before the day provided in such notice for the opening of bids for purchase of the real estate.
- b) The notice of sale shall and in the form attached hereto and incorporated herein as Exhibit "B" does:
 - contain an accurate description of the property,
 - state the purpose for which it is used,
 - state at what meeting of the Corporate Authorities the bids will be opened and considered; and

- advertise for bids for purchase of the property.

c) The notice shall state that the Corporate Authorities may accept the high bid, or, any other bid determined to be in the best interest of the Village by a ¾ vote of the Corporate Authorities then holding office; and that the Corporate Authorities may, by majority vote, reject any and all bids.

Section 2. This ordinance shall be and has been enacted by the affirmative vote of not less than six (6) members of the Corporate Authorities of the Village.

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

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

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

ADOPTED THIS ____ DAY OF _____, 2021, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS ____ DAY OF _____, 2021.

Michael J. Reid, Jr.
Village President

ATTEST:

Linda Vasquez
Village Clerk

EXHIBIT "A"

Legal Description of Property to be Sold

That part of Lot 4 in Block 5 and part of the vacated alley lying northerly of and adjoining said lot, in Whelpley and Rinn's Addition to Hampshire, and part of the Northeast Quarter of the Southeast Quarter of Section 21, Township 42 North, Range 6, East of the Third Principal Meridian, all described as follows:

Beginning at the Southwest Corner of said Lot 4; thence North along the West line of said Lot 4 and the northerly extension thereof, 278 Feet to a point 132 feet North of the North line of said vacated alley; thence East parallel to the North line of said vacated alley 17.0 Feet; thence South parallel with the West line of said Lot 4 and the northerly extension thereof, 278 feet to the South line of said Lot 4; thence West 17.0 feet to the point of beginning, in the Village of Hampshire, Kane County, Illinois.

DRAFT

EXHIBIT "B"

NOTICE OF SALE

TAKE NOTICE that the Village of Hampshire, Kane County, Illinois offers for sale the following described real estate, having found it to be no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village, to wit:

That part of Lot 4 in Block 5 and part of the vacated alley lying northerly of and adjoining said lot, in Whelpley and Rinn's Addition to Hampshire, and part of the Northeast Quarter of the Southeast Quarter of Section 21, Township 42 North, Range 6, East of the Third Principal Meridian, all described as follows: Beginning at the Southwest Corner of said Lot 4; thence North along the West line of said Lot 4 and the northerly extension thereof, 278 Feet to a point 132 feet North of the North line of said vacated alley; thence East parallel to the North line of said vacated alley 17.0 Feet; thence South parallel with the West line of said Lot 4 and the northerly extension thereof, 278 feet to the South line of said Lot 4; thence West 17.0 feet to the point of beginning, in the Village of Hampshire, Kane County, Illinois.

Said land is currently vacant public land, subject to an encroachment onto PIN 01-21-426-010 from a building erected partially on PIN 01-21-426-001 and encroaching by some seventeen (17') feet more or less onto the public land for sale.

Any sale will be subject to said encroachment, and subject to an easement for public utilities, including storm sewer and/or sanitary sewer.

The Village will accept any bid for purchase of the land until 4:00 p.m. on Thursday, July 29, 2021 at the Office of the Village Clerk, 234 South State Street, Hampshire, IL 60140 -0457, in a sealed envelope, marked "BID – Purchase of Surplus Real Estate." Bids so received will be opened and considered at the meeting of the Board of Trustees scheduled for August 5, 2021 at 7:00 p.m. at Village Hall, 234 South State Street, Hampshire, IL 60140.

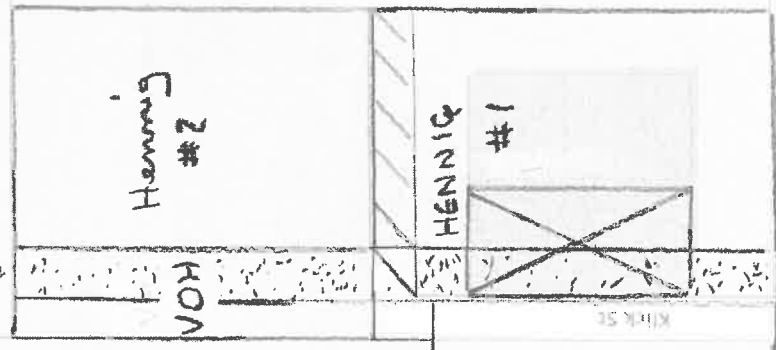
The Village may by law accept the high bid, or any bid deemed to be in the best interests of the Village, by a vote of $\frac{3}{4}$ of the Corporate Authorities then holding office; and further, may by a majority vote reject all bids.

Jay Hedges
Village Manager
Village of Hampshire

Help About



Requested
17'
conveyance



Mill Ave

Mill Ave

Mill Ave



Electric Aggregation Program Renewal

Proposal:

The Village's current Municipal Aggregation program is due for renewal. The lowest indicative bid pricing received was above the current ComEd rate of 7.127¢ per kWh. Lowest rate received across multiple suppliers was 7.34¢ per kWh, offering no savings. As you recall, in addition to the base rate, the ComEd rate can vary each month from up to a half cent credit or a half cent debit. Thus, to *guarantee* savings, a bid below 6.627¢ would need to be achieved.

New ComEd Price Match option:

The Village may continue the program with pricing guaranteed to exactly match the ComEd rate (including the floating monthly portion, called the Purchased Electricity Adjustment, or PEA)

- No savings achieved and no potential loss; guaranteed the exact ComEd rate
- Retains continuity of program; may mitigate aggressive alternative supplier sales pitches to residents
- Any resident may choose to opt out at any time; never an early termination fee
- Village receives a civic contribution up to \$25,000 annually; there are no restrictions as to use

Background:

Following the passage of a Referendum by Hampshire voters at the March 2012 election, the Village has managed an aggregation program, largely driven by savings for residents. Currently, the ComEd rate has fallen with no suppliers able to provide supply below the ComEd base rate.

The Village's electric aggregation consultant has, along with several suppliers, developed a new program wherein pricing will match the ComEd rate exactly.

How it Works:

- Every residential electric account establishes unique usage consumption patterns. Factors such as volume, time of day, and usage during peak demand periods combine to create a complex power usage profile.
- The cost to produce electricity is highly variable. Generators are required by law, to ensure it is perpetually available in full, and on demand.
- Suppliers therefore analyze the actual, historical variable cost to serve each ratepayer account.

Over 70 municipalities have established this program including neighboring communities: Kane County (unincorporated portions), Aurora, Crystal Lake, South Elgin, Sycamore, and West Dundee.

When suppliers analyze a community for a ComEd Price Match program, they calculate the price for each individual account and will switch only those accounts for which power costs less than the ComEd default rate. This is about half of the community. The remainder of accounts that are analyzed to be costlier to serve, will remain on ComEd supply.

The profitable margin on the more profitably favorable (lower cost) accounts enables the supplier to share a Civic Contribution with the Village. All residents receive notice of the program, with the explanation that they pay exactly the ComEd rate, and have the choice to opt out. Likewise, those

selected to remain with ComEd may choose to enroll with the supplier. This is because *Customer Choice* is the law of the land in Illinois as it pertains to electric supply!

All residents continue to be billed by ComEd. All residents pay the exact same ComEd default rate, including the monthly variable portion. The program has zero added costs.

Residents may opt out and leave the program at any time for any reason, and will never be charged an early termination fee. Ratepayers who have already contracted with another supplier on their own are not included in the program. Sharon Durling, the Village's Consultant, continues to monitor the market for future savings opportunities and will advise if savings can again be guaranteed vs. the ComEd rate.

VILLAGE OF HAMPSHIRE

July 1, 2021

ComEd Rate: 7.127¢ per kWh

1. ComEd Rate Match Offers: Green Power and Civic Contribution (12 mos)				
Supplier	0% Green	EPA Certification	50% Green	100% Green
Eligo Energy*	\$8,349	\$3,496	\$1,737	No offer
MC Squared Energy**	\$25,000	\$20,000	\$10,000	\$0

*Eligo offers no longer than a 12-month term

**MC2 retains the right to drop accounts with notice in a multi-year contract and add new moves annually

2. Fixed Rate Indicative Offers (12-36 mos)				
Supplier	Term (months): Price in ¢ per kWh	Ownership	ICC Customer Service Score	Current IL (# of A/Cs) served
Constellation Energy Services	No offer	Wholly owned by Exelon (NYSE: EXC)	★★★★★	27 (99,000)
Dynergy Energy	12: 7.342 24: 6.971 36: 6.988	Wholly owned by Vistra Energy Corp (NYSE: VST)	★★★★★	82 (517,000)
Eligo Energy	12: 7.723 24: 7.762 36: 7.894	Privately held by Eligo Energy, LLC	★★★★	32 (76,000)
Energy Harbor	No offer	Privately owned by Energy Harbor Corporation	★★	15 (20,000)
MidAmerican Energy	No offer	Wholly owned by Berkshire Hathaway Energy	★★★★★	1 (1,000)
MC Squared Energy Services	12: 7.750 24: 7.750 36: NA	Wholly owned subsidiary of Wolverine Holdings	★★★★★	58 (113,000)

Section 454.90 of the Public Utilities Act (220 ILCS 5/16 – 115C) requires all agents, brokers and consultants to disclose that if one of the above bids is accepted, NIMEC receives compensation from the winning electric supplier.

MASTER POWER SUPPLY AGREEMENT

AGREEMENT BY AND BETWEEN THE VILLAGE OF HAMPSHIRE AND MC SQUARED ENERGY SERVICES, LLC (MC2) TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE VILAGE'S/CITY'S ELECTRIC AGGREGATION PROGRAM

This Agreement (“Agreement”), is entered into as of this 2nd day of July 2021 (“Effective Date”) between the Village of Hampshire, an Illinois municipal corporation (“Municipality”) and MC Squared Energy Services, LLC (“Supplier”) (each a "Party" and collectively, the “Parties”).

RECITALS

- A. The Municipality has established an Electricity Aggregation Program ("Program") pursuant to the Aggregation Ordinance and the Aggregation Statute and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.
- B. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of or choose to opt in to the Program, as the case may be, throughout the Term of this Agreement at the Price established in this Agreement.
- C. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:
 - a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
 - b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing; and
 - c. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply to at least 25,000 residential or commercial customers.
 - d. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.

e. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

ARTICLE 1 RECITALS

1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

- 2.1. "Aggregate" means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.
- 2.2. "Aggregation Ordinance" means that certain ordinance adopted by the Municipality authorizing the Program.
- 2.3. "Aggregation Statute" means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.
- 2.4. "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.
- 2.5. "ComEd" means Commonwealth Edison.
- 2.6. "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.
- 2.7. "Confidential Information" means the information defined in Section 9 of this Agreement.
- 2.8. "Customer Information" means that certain information that the Electric Utility or Former Aggregation Supplier is required to provide by statute (including the Aggregation Statute), regulation, tariff, or contract to the corporate authorities of the Municipality pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility or Former Aggregation Supplier's records at the time of the request.

- 2.9. "Data" means the data defined in Section 9 of this Agreement.
- 2.10. "Electric Utility" means ComEd.
- 2.11. "Eligible Customers" means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law. Eligible Customers may be further classified as recipients of Full-Requirements Electricity Supply from Supplier or Tariff Service, based on the parameters defined in Exhibit A of this Agreement by the Supplier and by such standards as mutually agreed to by the Supplier and Municipality and as carried out by the Supplier.
- 2.12. "Energy" means generated electricity.
- 2.13. "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.
- 2.14. "Former Aggregation Supplier" means the RES that supplied the Program of the Municipality immediately prior to Supplier under this Agreement. If Former Aggregation Supplier as defined would be Supplier or ComEd, then no Former Aggregation Supplier is considered to exist.
- 2.15. "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.
- 2.16. "Full-Requirements Electricity Supply" means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, Purchase of Receivables and Consolidated Billing (PORCB), taxes applicable only to the Supplier, and any additional necessary services or charges required under Requirements of Law.
- 2.17. "Full-Requirements Electricity Supply Services" means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.
- 2.18. "ICC" means the Illinois Commerce Commission
- 2.19. "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to the Public Utilities Act, 220 ILCS 5/16-626.
- 2.20. "Joint Power Supply Bid" means the bidding process conducted by NIMEC on behalf of the Municipality to identify the Supplier.
- 2.21. "New Customers" means the customers defined in Section 4.3.9 of this Agreement.

- 2.22. "Opt-Out Notice" means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law:
- 2.23. "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.
- 2.24. "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.
- 2.25. "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.
- 2.26. "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by The Municipality pursuant to the Aggregation Statute.
- 2.27. "Point of Delivery" means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.
- 2.28. "Price" means the price at which the Supplier will provide the Services as set forth in Exhibit A to this Agreement.
- 2.29. "Program" means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.
- 2.30. "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.
- 2.31. "Renewable Energy Credit" or "REC" means an instrument registered with a tracking service (including but not limited to PJM-Generation Attribute Tracking System (GATS) or Midwest Renewable Energy Tracking System (M-RETS)) that represents the environmental attributes of one megawatt-hour of renewable generation sources such as wind, solar, biomass or hydroelectric compliant with EPA established guidelines.
- 2.32. "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Illinois Public Utilities Act, the Illinois Consumer Fraud Act, the Plan of Governance, the rules, regulations and final decisions of the ICC or Illinois Power Agency (including the ICC Final Order in Docket No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator or Regional Transmission Organization, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.

- 2.33. "Retail Electric Supplier" or "RES" means an "alternative retail electric supplier" as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.
- 2.34. "RTO" means Regional Transmission Organization.
- 2.35. "Services" means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.
- 2.36. "Special Billing Customers" means the customers defined in Section 4.3.7 of this Agreement.
- 2.37. "Supplier" means MC Squared Energy Services, LLC (mc²) and the lawful successor, transferee, designee, or assignee thereof.
- 2.38. "Tariffed Service" means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103, which includes ComEd's electricity supply charge plus ComEd's transmission services charge, plus ComEd's purchased electricity adjustment.
- 2.39. "Term" means the period of time defined in Section 5.1 of this Agreement.
- 2.40. "Municipality" means the Village of Hampshire.
- 2.41. "Withdrawing Customer" means a customer defined in Section 4.3.6 of this Agreement.

ARTICLE 3 PROGRAM RESPONSIBILITIES

- 3.1 Municipality Responsibilities.
- 3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd and/or the previous supplier.
- 3.1.2 Notices and Customer Information from ComEd and/or the previous supplier. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and/or the previous supplier and each Party will promptly provide to the other Party any notices received by that Party from ComEd and/or the previous supplier concerning the accounts of Eligible or Participating Customers relevant to the Program and/or the Services provided pursuant to this Agreement.
- 3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, and (c) a list of all Participating Customers, and (d) such other forms as are or may become necessary to access interval data for billing or non-billing purposes to the extent that Supplier is authorized to access such data.

- 3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO/RTO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.
- 3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

3.2 Supplier Obligations.

- 3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.
- 3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.
- 3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.
- 3.2.4 That all information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times to the best of Supplier's knowledge.
- 3.2.5 Notwithstanding any other provision of this Agreement, Supplier shall not have an obligation to provide Full-Requirements Electricity Supply or Billing Services to a Participating Customer or New Customer as selected by Supplier pursuant to Exhibit A to receive a Tariffed Services.

ARTICLE 4 SUPPLIER SERVICES

- 4.1 Full Requirements Electricity Supply: The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1 to Participating Customers classified as receiving Full-Requirements Electricity Supply.

4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.

4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution by the Electric Utility to all Participating Customers.

4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO/RTO and the Electric Utility.

4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

4.1.2 Pricing. The Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation, except that the Supplier may not impose an early termination fee on Withdrawing Customers. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.

4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:

4.2.1 Opt-Out Process. Supplier, at its sole cost and expense, shall, with the assistance of the Municipality, administer the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:

4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including without limitation: including the terms and conditions of participation in the Program, the cost to the Customer of Full-Requirements Electricity Supply under the Program, the methods by which Customers may opt out of the Program, and the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and email address to receive Opt Outs. The form and content of the Opt-Out Notices must be approved by the Municipality prior to mailing by the Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Full Requirements Electric Supply to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law.

4.2.1.2 Notices to Special Billing Customers. The Municipality acknowledges that the Supplier may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement. Without regard to whether it is required under Applicable Law, Municipality agrees to send pursuant to Section 4.2.1.1 notices to customers currently on Tariffed Service who will remain on Tariffed Services while participating in the program. This notice shall inform the customer of the existence of the Program and inform the customer that the customer will stay on Tariffed Services as participants.

4.2.1.3 Toll Free Number and Email Address. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain an email address for the use of Eligible Customers to opt out of the Program. The toll-free number must be operational during normal business hours and the email address must be operational 24 hours a day, seven days a week during the Opt-Out Period. The Opt-Out Notices must prominently include both the toll-free number and the email address. In addition, the Supplier will use reasonable commercial efforts to work with [Town Name] to develop website content and FAQ's appropriate for posting on the [Town Name] website. Supplier will be required to support Spanish speaking residents and customers with disabilities.

4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible for receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality

concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, telephone, or email.

4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.

4.2.3 Disclosure to Commission. The Municipality agrees to provide such assistance as is necessary for Supplier to provide to the ICC pursuant to 83 Ill. Admin. Code § 470.200(a) required information within three business days of the signing of this Agreement.

4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:

4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.

4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.

4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement.

4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer or New Customer classified as receiving Full-Requirements Electricity Services from Supplier in compliance with the "standard switching" subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence.

4.3.5 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program ("Withdrawing Customer"), the Supplier must, to the extent Withdrawing Customer was taking Full-Requirements Electricity Supply from

Supplier, request that Electric Utility drop the Withdrawing Customer from the Supplier's Full-Requirements Electricity Supply according to Requirements of Law, which will result in restoring such Withdrawing Customer to Tariffed Service. The Supplier will not assess an early termination fee, but the Participating Customer will be responsible to pay for charges incurred for service prior to the termination.

- 4.3.6 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and email address for the purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.
- 4.3.7 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement:
- 4.3.7.1 Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:
- Rate BESH – Basic Electric Service Hourly Pricing
 - Rate RDS – Retail Delivery Service; and
- 4.3.7.2 Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:
- Rate BESH – Basic Electric Service Hourly Pricing
 - Rate RDS – Retail Delivery Service
 - Rate RTOUPP – Rate Residential Time of Use Pricing Pilot (collectively, the "Special Billing Customers")
- 4.3.8 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section 4.3.8, immediately enroll the following customers in the Program as Participating Customers and provide Full-Requirements Electricity Supply at the Price to extent such customers are classified by Supplier as eligible for Full-Requirements Electricity Supply from Supplier:
- 4.3.8.1 Any Eligible Customer within the Municipality that moves to a new location within the Municipality;
- 4.3.8.2 Any Eligible Customer that moves into an existing location within the Municipality; and

- 4.3.8.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period; and
- 4.3.8.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program. (collectively, the "New Customers").

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4 for all Participating Customers currently receiving Full-Requirements Electric Supply service from Supplier pursuant to the Agreement:

4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to "Rider PORCB – Purchase of Receivables and Consolidated Billing," and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers.

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.4.2.1 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd under the following rates:

- 15,000(annual) kWhs or less small commercial customers as defined under the Requirements of Law including the ComEd Rate GAP Tariff

4.5 Compliance Services. The Supplier shall assist the Municipality in complying with any current or future Requirements of Law concerning the operation of the Program, including without limitation the provision of reports or other information as the Municipality may reasonably request from time to time.

4.6 Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the Municipality at any time the Municipality requests the list. Additionally, within 120 days of the end of this agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data
- Capacity Peak Load Contribution (PLC) values and effective start and end dates
- Network Service Peak Load Contribution (PLC) values and effective start and end dates
- Meter Bill Group Number
- Rate Code

- 4.7 Upon request of either the Municipality or Supplier, Supplier agrees to implement a second (supplemental) mailing at the Supplier's cost to new residents 12 months after the beginning of a 24-month term agreement, and also a third mailing at 24 months, if a 36-month term is selected. Each of these mailings will be at the option of the Municipality or Supplier. Following the initial opt-out process conducted by the Supplier, each supplemental opt out mailing shall be conducted in the same manner as the initial opt out mailing; provided, however, that no supplemental Opt-Out Notices shall be sent to (i) Participating Customers, (ii) Eligible Customers that have previously (at such customer's same service address or account) opted out of, or rescinded under, the Program, (iii) those residents who have individually selected an electric supplier other than the Supplier, or (iv) Special Billing Customers. The Supplier shall provide Full-Requirements Electricity Supply to such applicable newly Eligible Customers at the same, then-current Price as that applicable to Participating Customers. Supplier will be responsible for all costs associated with the mailing, including ComEd charges.
- 4.8 Should the Supplier purchase Renewable Energy Credits (RECs) for this transaction, the RECs should be tracked and retired within the PJM GATS or M-RETS system. On Exhibit A, the quantity of RECs to be retired in the name of the Community should be listed and the generation type (i.e. wind and solar) labeled as meeting the minimum standards for participation in the EPA Green Power Community Program listing or not. The Supplier will provide a detailed report on the specific RECs purchased and retired for this transaction in the name of the Municipality including the Serial Numbers of all RECs, REC generation type, REC generation location, REC volume and applicable month of generation.

ARTICLE 5 TERM

- 5.1 Term. This Agreement commences as of the Effective Date and is for a term of thirty-six (36) consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in October 2021 and expires at the end of the last day of the 36th billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term").
- 5.2 In the event this Agreement is not renewed or terminated for any reason, including expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with

the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

ARTICLE 6 REMEDIES AND TERMINATION

- 6.1 Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement), then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have 15 calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:
- 6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
 - 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
 - 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:
 - 6.1.3.1 The Municipality will give written notice to the Supplier of the Municipality's intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating the Municipality's intent to terminate this Agreement.
 - 6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality

will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.

6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.

- 6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Participating Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.2. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Participating Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Participating Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Participating Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Participating Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2. Supplier shall not be responsible to any Participating Customer for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.
- 6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers classified as eligible for Full-Requirements Electricity Supply from Supplier who have not terminated their agreement or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

ARTICLE 7

FORCE MAJEURE EVENTS AND REGULATORY EVENTS

- 7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. Non-compliance or default

attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.

7.2 Regulatory Event. The following shall constitute a "Regulatory Event":

- a. Illegality. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of any new, or change in the interpretation of any existing, applicable law by any judicial or government authority with competent jurisdiction.
- b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
- c. New Charges. Any material increase in generation, energy, or utility taxes or charges enacted and effective after the Effective Date of this Agreement. These charges would not be unique to Supplier's customers but would apply to all customers in ComEd's rate classifications. The imposition of such tax or charge after the Effective Date of this Agreement is not subject to automatic pass-through in Price but would only constitute a Regulatory Event if the imposition of the charge materially and adversely affects Supplier's ability to perform.
- d. Occurrence of Regulatory Event. **Within ten (10) days** of the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within thirty (30) days or such other period as the Parties may agree in writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate and close out its obligations under this Agreement.

ARTICLE 8
INDEMNIFICATION AND INSURANCE

- 8.1 Indemnification. The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third-party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this

Section. For purposes of this Section, the word “timely” shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier’s duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.

- 8.2 Insurance. Contemporaneous with the Supplier’s execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Municipality Manager, Municipality Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality Manager, Municipality Administrator, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier’s expense, the insurance coverages provided above.

ARTICLE 9 CONFIDENTIAL INFORMATION

- 9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.
- 9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier’s Confidential Information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality’s request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier’s records subject to the Supplier’s continued compliance with the provisions of this Agreement.

- 9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH.
- 9.4 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP. Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:
- 9.4.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.
- 9.4.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.
- 9.4.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Municipality's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.
- 9.4.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Municipality, within 60 days after ComEd provides the information to Municipality. Municipality will offer its assistance to ensure that Supplier meets these requirements and deadlines.
- 9.5 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

ARTICLE 10 MISCELLANEOUS

- 10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this

Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality

Village of Hampshire
234 S. State Street; P.O. Box 457
Hampshire, IL 60140-0457
Attn: Village President

To Supplier

Charles C. Sutton
President
MC Squared Energy Services, LLC
175 W. Jackson Blvd., Suite 240
Chicago, IL 60604
Fax: (877) 281-1279

With a copy to:

Village of Hampshire
234 S. State Street; P.O. Box 457
Hampshire, IL 60140-0457
Attn: Village Counsel

With a copy to:

Jeremiah McGair
Senior Counsel
Wolverine
175 W. Jackson Blvd. Suite 200
Chicago, IL 60604
Fax: (312) 884-3944

10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
- b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
- c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
- d. It has reviewed and understands this Agreement; and
- e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.3 Entire Agreement. This Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written

agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

- 10.4 Exhibits. Exhibits A through B attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.
- 10.5 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.
- 10.6 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.
- 10.7 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.
- 10.8 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- 10.9 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Boone County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.
- 10.10 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.
- 10.11 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.
- 10.12 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.13 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.

10.14 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

10.15 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality, which consent shall not be unreasonably withheld, provided, that upon advance written notice to the Municipality, Supplier may assign this Agreement to an affiliate without the express authorization of the Municipality.

10.16 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic mail), each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

MC Squared Energy Services, LLC.

Municipality: Village of Hampshire

Signed: _____

Signed: _____

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name: _____

Title: President

Title: _____

Date: _____

Date: _____

EXHIBIT A

PRICE

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES), including pending “with RES” status; customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP); and participants enrolled in a net metering program through ComEd or an ARES other than the Supplier.

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or Tariffed Service as defined in Section 2.38 of the Agreement (i.e. ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price:

Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

Termination Fee for Withdrawing Customers:

No Early Termination Fee - \$0 per utility account.

Delivery Term: Thirty-six months (October 2021 - October 2024)

Oct2021-Oct2024

Percent of RECs:	0%
Civic Contribution:	\$25,000

Supplier will provide an annual \$25,000 Civic Contribution to the Village per Term. The Civic Contribution will be payable in equal monthly installment payments (\$2,083/month) to the Village within 30 days after the last meter read cycle of each delivery month (i.e. October 2021 payment will be paid in December 2021).

In addition to every other right or remedy provided to the Municipality under this Agreement, Supplier may terminate or mutually agree to adjust the monthly Civic Contribution payment to the Village if the number of accounts that supplier serves under this agreement falls below the higher of 585 accounts or 20% of the total number of accounts reported by ComEd pursuant to Rate GAP, because it would not be financially viable to continue funding below such number. On an annual basis, Supplier will have the right to review the list of accounts served and if necessary, return accounts taking service from Supplier back to ComEd Default Tariff Services.

MC Squared Energy Services, LLC.

Signed: _____

Printed/Typed Name: Charles C. Sutton

Title: President

Date: _____

Municipality: Village of Hampshire

Signed: _____

Printed/Typed Name: _____

Title: _____

Date: _____

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability

a. with coverage written on an "occurrence" basis with limits no less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" bases.

Coverages shall include:

Broad Form Property Damage Endorsement

Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

b. with coverage written on a "claims made" basis with limits no less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "claims made" bases.

Coverages shall include:

Broad Form Property Damage Endorsement

Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

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

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: Village of Hampshire, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured Policy or Policies



EMBRACE OPPORTUNITY
HONOR TRADITION

Village President
Mike Reid, Jr.

Village Trustees
Heather Fodor
Aaron Kelly
Toby Koth
Lionel Mott
Laura Pollastrini
Erik Robinson

Complaint Form
Property Maintenance Violation
Village Code of Hampshire, Illinois
Chapter 2 Police Regulations

Date

Complainant Name (Required)

Complainant Phone Number (Not Required)

Complainant e-mail address (Not Required)

Address of Alleged Violation

Select one or more of the following violations:

Police Regulation

- | | |
|--|----------|
| a. Grass and/or weeds more than 8 inches high | 2-12-1-A |
| b. Vehicles parked blocking the sidewalk | 2-6-1-L |
| c. Vehicles parked on an unpaved surface | 2-6-5 |
| d. Garbage, trash or junk outdoors and visible | 2-12-1-D |
| e. Poorly maintained exterior i.e., peeling paint or broken windows. | TBD |

Note: Submittal of this form will result in a police visit to the address of the alleged violation, and may include a citation. It is not departmental procedure to provide information back to the complainant after investigation or ticketing. (Form 6.16.21)

VILLAGE OF HAMPSHIRE

234 S. State Street, P.O. Box 457, Hampshire, IL 60140-0457
847-683-2181 phone / 847-683-4915 fax

hampshireil.org

No. 21 - ____

**AN ORDINANCE
AMENDING CHAPTER 2: POLICE REGULATIONS AND CHAPTER 5: BUILDING
REGULATIONS, TO ALLOW FOR CERTAIN VIOLATIONS REGARDING EXTERIOR
PROPERTY MAINTENANCE TO BE CITED WITHOUT PRIOR NOTICE OF
VIOLATION AND FOR IMMEDIATE ENFORCEMENT**

WHEREAS, the Village has previously adopted various regulations governing its police department in Chapter 2: Police Regulations, and

WHEREAS, the Village has also previously adopted various regulations governing maintenance of properties in the Village, as set forth in the Hampshire Village Code, Chapter 5: Building Regulations, including adoption of the International Property Maintenance Code in Article X thereof, together with certain amendments to said Property Maintenance Code set forth in Section 5-10-2; and

WHEREAS, the Corporate Authorities deem it necessary and advisable for the general health, safety and welfare of the residents of the village to allow for certain violations regarding exterior property maintenance to be cited by the code official and/or by members of the Village police department, without prior notice of violation, and for immediate enforcement.

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

Section 1. The Hampshire Municipal Code of 1985, as previously amended, shall be and hereby is further amended in Chapter 2: Police Regulations, in regard to certain matters of property maintenance, in words and figures as follows:

CHAPTER 2	POLICE REGULATIONS
ARTICLE 12	PROPERTY MAINTENANCE; REMOVALS
SECTION 2-12-7	OFFENSES TO BE CITED WITHOUT PRIOR NOTICE

All exterior property and premises shall be maintained in a clean, safe and sanitary condition, in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare, and free of the accumulation of rubbish or garbage, by the owner and/or occupant, as specified in the following sections of the Village Building Regulations; and violations thereof may be cited, for immediate enforcement, without a prior notice of violation as otherwise described in Sections 106 and 107 of the

International Property Maintenance Code identified in this Code at Chapter 5: Building Regulations, Article X: Property Maintenance Code, to wit:

<u>§302</u>	<u>Exterior Property Areas</u>
<u>§304</u>	<u>Exterior Structure</u>
<u>§307</u>	<u>Rubbish and Garbage</u>

Section 2. The Hampshire Municipal Code of 1985, as previously amended, shall be and hereby is further amended in Chapter 5: Building Regulations, Article X: Property Maintenance Code, in regard to amendments to the International Property Maintenance Code to be incorporated into the Village Building Regulations, in words and figures as follows:

CHAPTER 5	BUILDING REGULATIONS
ARTICLE X	PROPERTY MAINTENANCE CODE
SECTION 5-10-2	AMENDMENTS:

The following sections of the International Property Maintenance Code, 2006 edition, are hereby revised, amended, or added in words and figures as follows:

* * *

Section 106-3. Prosecution of Violation. Any person failing to comply with a notice of violation served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law in in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. [Provided, certain violations may be prosecuted without a prior notice of violation, by citation issued for immediate enforcement either by the code official or by any police officer appointed as a member of the village police department, as set forth in Section 2-12-7 of this Code.](#) Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be lien upon such real estate.

Section 3. The following sections of the Hampshire Municipal Code shall continue in effect, as re-numbered as follows:

<u>Caption</u>	<u>Current number</u>	<u>New number</u>
Penalties	§ 2-12-7	§ 2-12-8

Section 4. Any and all ordinances, resolutions, motions, or parts thereof, in conflict with this Ordinance, are to the extent of such conflict hereby superseded and waived.

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

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, according to law.

ADOPTED THIS ____ DAY OF _____, 2021, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS ____ DAY OF _____, 2021.

Michael J. Reid, Jr.
Village President

ATTEST:

Linda Vasquez
Village Clerk

CERTIFICATE OF PUBLICATION
(Pamphlet Form)

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

I further certify that on _____, 2021, the Corporate Authorities of the Village of Hampshire passed and approved Ordinance No. 21 - _____, entitled:

AN ORDINANCE
AMENDING CHAPTER 2: POLICE REGULATIONS AND CHAPTER 5: BUILDING
REGULATIONS, TO ALLOW FOR CERTAIN VIOLATIONS REGARDING EXTERIOR
PROPERTY MAINTENANCE TO BE CITED WITHOUT PRIOR NOTICE OF
VIOLATION AND FOR IMMEDIATE ENFORCEMENT

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

The pamphlet form of Ordinance No. 21 - _____, was prepared in the office of the Village Clerk, and a copy of same was posted in the Village Hall, commencing on _____, 2021, and continuing for at least ten days thereafter.

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

This Certificate dated this ____ day of _____, 2021.

Linda Vasquez
Village Clerk

AGENDA SUPPLEMENT

TO: Village President and Board of Trustees, and Village Manager
FROM: Mark Schuster / Village Attorney
DATE: July 1, 2021
RE: Class II Truck Routes in the Village

Background

It has been proposed to reduce truck traffic on State Street into and through the downtown area by eliminating the street from the Village's current Class II Truck Route designation. The Village has the authority to include – and remove – highways from the Class II Truck Route designation. Recent P.A. 101-0328 confirmed this authority.

In April, State Street was been removed from its earlier designation as a Class II truck route from Allen Road to IL-72. The Village also removed feeders via Mill Avenue, Rinn Avenue, and Keyes Avenue from the Class II designation at that time.

The Village is now advised by IDOT to simply remove all Class II truck route designations from the Village Code, and to rely on state-wide restrictions on truck movements to regulate such traffic. The result will be:

1. With no class II truck routes in the Village, all trucks over 65 ft. (which includes 98% of semis now that 48 ft. semis are so rare) would be prohibited from using a non-designated street as a thoroughfare.
2. State law allows local deliveries to be made off designated truck routes. All trucks are allowed to travel up to 1 mile from a Class I Truck route (I-90), and up to 5 miles from any Class II Truck Route (IL 72 and Allen Rd) for local deliveries, so deliveries to downtown businesses would be allowed.
3. Such routes may not be used as a thoroughfare. Through-traffic should re-route around downtown via IL 72 and/or Allen Road.

Also, in order to maintain a weight restriction on State Street, every possible route to State Street (including all side streets that intersect State Street) would have to be posted so as to give notice of the applicable weight limit. It is proposed that the Board adopt such a weight limit for the portion of State Street between Jackson Avenue and Washington Avenue only; and post appropriate signage there. ¹

Action(s) Needed

A. Review and approve an Ordinance amending the Village Code, traffic regulations, to eliminate certain Class II Truck Routes in the Village.

¹ IDOT advises that this weight limit would prohibit school bus traffic in the same portion of State Street. Buses would have to re-route around that block to proceed through town.

No. 21 -

**AN ORDINANCE
AMENDING THE VILLAGE TRAFFIC REGULATIONS TO ELIMINATE
CLASS II DESIGNATED TRUCK ROUTES, AND TO ESTABLISH
A WEIGHT LIMIT FOR VEHICLES TRAVELLING ON STATE STREET
IN THE VILLAGE**

WHEREAS, the Village has previously designated certain routes as Class II truck routes in the village, Section 2-4-5/15-111(k) of the Hampshire Municipal Code; and

WHEREAS, the state of Illinois by its Public Act No. 101-0328 has specifically allowed local agencies, including municipalities, to designate, and to remove the designation of, local streets and highways as Class II truck routes; and

WHEREAS, the Corporate Authorities deem it necessary and advisable to modify the Village Code to delete references to any Class II truck routes in the Village; and

WHEREAS, the Corporate Authorities also desire to limit access for certain vehicles to travel on State Street, by prohibiting vehicles of greater than 20,000 pounds on State Street between Jackson Avenue and Washington Avenue in the Village.

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

Section 1. The Hampshire Municipal Code of 1985, as amended, shall be and hereby is further amended by deleting from the Village Code the following: Ch. 2: Police Regulations, Article IV: Vehicle Code, Section 5: Miscellaneous Traffic Regulations, 15-111(k), designating certain routes as Class II truck routes in the Village.

Section 2. Pursuant to Section 15/316 of the Illinois Vehicle Code, as adopted by the Village pursuant to the Hampshire Municipal Code, Section 2-4-1, there shall be and is established a weight limit of 20,000 pounds for vehicles traveling on State Street between Jackson Avenue and Washington Avenue in the Village, except for vehicles engaged in making local deliveries in that area.

Section 3. The Village shall post appropriate signs identifying such weight limit upon approval of this ordinance.

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

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

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

ADOPTED THIS ____ DAY OF _____, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS ____ DAY OF _____, 2021.

Michael J. Reid, Jr.
Village President

ATTEST:

Linda Vasquez
Village Clerk

AGENDA SUPPLEMENT

TO: President Reid, Village Board and Village Manager Hedges

FROM: Lori Lyons, Finance Director

FOR: July 1, 2021 Village Board Meeting

RE: Authorizing and providing for an Installment Purchase Agreement for the purpose of financing the Street Sweeper

Background. At the board meeting on June 3, the Board authorized staff to pursue financing the street sweeper through issuance of debt certificates through Heartland Bank, and at the June 17 meeting I indicated that a more formal parameters ordinance would be brought forward at the July 1 meeting for this purpose.

Analysis. The ordinance following this agenda supplement was prepared by Bond Counsel and is required to layout the specifics for the general obligation debt certificates being issued. Semi-annual installments of interest will be due in December and June with principal payments due annually in June. Closing is scheduled for July 15, 2021.

Recommendation. Staff requests approval of the attached ordinance authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital-related projects for the Village of Hampshire, Kane County, Illinois, and authorizing and providing for the issue of not to exceed \$182,500 General Obligation (Limited Tax) Debt Certificates, Series 2021, of said Village evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing security for and means of payment under the Agreement of the Certificates.

ORDINANCE NO. 21-XX

* * * * *

AN ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital-related projects for the Village of Hampshire, Kane County, Illinois, and authorizing and providing for the issue of not to exceed \$182,500 General Obligation (Limited Tax) Debt Certificates, Series 2021, of said Village evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing security for and means of payment under the Agreement of the Certificates.

* * *

WHEREAS, the Village of Hampshire, Kane County, Illinois (the “Village”), is a non-home rule municipality and unit of local government of the State of Illinois (the “State”), duly created under the laws of the State and organized and existing under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto (the “Municipal Code”), and having the powers, objects and purposes provided by said Municipal Code; and, the Local Government Debt Reform Act of the State, as amended (the “Debt Reform Act”) and together with the Municipal Code (the “Installment Purchase Provisions”), in each case, as supplemented and amended (collectively, “Applicable Law”), and

WHEREAS, the Village President and the Village Board of the Village (the “Corporate Authorities”) have determined that it is advisable, necessary and in the best interests of the Village to (i) finance various capital-related projects within the Village, including but not limited to the purchase of a new street sweeper (the “Project”), and (ii) pay the costs of issuance of the Certificates (as such term is hereinafter defined), all for the benefit of the inhabitants of the Village; and

WHEREAS, the Village reasonably expects to advance its own funds to pay certain costs of the Project and subsequently reimburse these advances with proceeds of debt to be incurred by the Village; and

WHEREAS, the estimated cost of the Project to be financed by the Village, including engineering, legal, financial, bond discount, printing and publication costs, capitalized interest, and other expenses (collectively, the “Project Costs”), will not exceed \$182,500; and

WHEREAS, sufficient funds of the Village are not available to pay the costs of the Project, and it will, therefore, be necessary to borrow money in an amount not to exceed \$182,500 for the purpose of paying such costs; and

WHEREAS, pursuant to the Applicable Law, the Village has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Corporate Authorities shall determine, if the Village will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Corporate Authorities find that it is desirable and in the best interests of the Village to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the “Agreement”); name as counter-party to the Agreement the Village Treasurer (the “Village Treasurer”), as nominee-seller; authorize the Village President of the Village (the “Village President”) and Village Clerk of the Village (the “Village Clerk”) to execute and attest, respectively, the Agreement on behalf of the Village and to file same with said Village Clerk in his or her capacity as keeper of the records and files of the Village; and

issue certificates evidencing the indebtedness incurred under the Agreement in an amount not to exceed \$182,500:

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true, and correct and do incorporate them into this Ordinance by this reference.

Section 2. Authorization. It is necessary and advisable for the residents of the Village to pay the costs of the Project and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of certificates evidencing the indebtedness incurred under the Agreement.

Section 3. Agreement is a General Obligation; Annual Appropriation; Contract to Issue Certificates. The Village hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the Village payable from any funds of the Village lawfully available and annually appropriated for such purpose. The Village represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the Village, is within all statutory and constitutional debt limitations. The Village agrees to appropriate funds of the Village annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement. The funds from the sale of said Certificates be and they are hereby appropriated and set aside for the purpose hereinbefore set out.

Section 4. Execution and Filing of the Agreement. From and after the effective date of this Ordinance, the Village President and the Village Clerk be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 5 of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Village Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Village Clerk and retained in the Village records and shall constitute authority for the issuance of the Certificates hereinafter authorized.

Section 5. Form of the Agreement. The Agreement shall be in substantially the form as follows:

Installment Purchase Agreement for purchase of real or personal property, or both, in and for the Village of Hampshire, Kane County, Illinois.

* * *

THIS INSTALLMENT PURCHASE AGREEMENT (this “Agreement”) dated as of July 1, 2021, by and between the Village Treasurer (as hereinafter defined), as Nominee-Seller (the “Seller”), and the Village of Hampshire, Kane County, Illinois, a non-home rule municipality and unit of local government of the State of Illinois (the “Village”):

WITNESSETH

A. The Village President and the Village Board of the Village (the “Corporate Authorities”) have determined to (i) finance various capital-related projects within the Village, including but not limited to the purchase of a new street sweeper (the “Project”), and (ii) pay the

costs of issuance of the Certificates (as such term is hereinafter defined), all for the benefit of the inhabitants of the Village.

B. Pursuant to the provisions of the Illinois Municipal Code (the “Municipal Code”), the Local Government Debt Reform Act of the State of Illinois (the “Debt Reform Act”) and together with the Municipal Code (the “Installment Purchase Provisions”), in each case, as supplemented and amended (collectively, “Applicable Law”), the Village has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Corporate Authorities shall determine, if the Village will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 1st day of July, 2021, the Corporate Authorities, pursuant to Applicable Law and the need to provide for the Project, adopted an ordinance (the “Ordinance”) authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Ordinance is

- (1) incorporated herein by reference; and
- (2) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Ordinance is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to make, construct, and acquire the Project on the terms as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the Village as follows:

1. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project upon real estate owned or to be owned by or upon which valid easements, if any and if necessary, have been obtained in favor of the Village.

2. CONVEYANCE

The Village conveys to the Seller any portion of the Project heretofore acquired by the Village and to be paid from proceeds of the Certificates (as defined in the Ordinance). The Seller agrees to convey each part of the Project to the Village and to perform all necessary work and convey all necessary equipment; and the Village agrees to purchase the Project from the Seller and pay for the Project the purchase price of not to exceed \$182,500, plus the amount of investment earnings which are earned on the amount deposited with the Village Treasurer from the sale of the Certificates and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$182,500, plus the amount of investment earnings which are earned on the amount deposited with the Village Treasurer from the sale of the Certificates.

3. PAYMENTS

The payment of the entire purchase price in an amount not to exceed \$182,500 shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms;

all as provided for payment of the Certificates in the Ordinance.

4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law under the Installment Purchase Provisions to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Ordinance.

5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificates, as set forth in the Ordinance, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

6. TITLE

(a) Vesting of Title. Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the Village.

(b) Damage, Destruction, and Condemnation. If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the

Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the Village shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

7. LAWFUL CORPORATE OBLIGATION

The Village hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the Village payable from the general funds of the Village and such other sources of payment as are otherwise lawfully available. The Village represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the Village, is within all statutory and constitutional debt limitations. The Village agrees to appropriate funds of the Village annually and in a timely manner so as to provide for the making of all payments when due under the terms of this and to apply the proceeds thereof to the payment of principal and interest on the Agreement.

8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the Village, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. NO SEPARATE TAX

The Seller and the Village recognize that there is no statutory authority for the levy of a separate tax in addition to other taxes of the Village or the levy of a special tax unlimited as to rate or amount to pay any of the amounts due hereunder.

10. DEFAULT

In the event of a default in payment hereunder by the Village, the Seller or any Certificate holder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF, the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature to be attested by the Village Clerk, and the Village has caused this Installment Purchase Agreement to be executed by the Village President, and also attested by the Village Clerk and the seal of the Village to be hereunto affixed, all as of the day and year first above written.

SELLER: Signature: SPECIMEN
as Nominee-Seller and the Village Treasurer

Attest:

By: SPECIMEN
Its: Village Clerk

VILLAGE OF HAMPSHIRE, KANE COUNTY,
ILLINOIS

By: SPECIMEN
Its: Village President

[SEAL]

Attest:

By: SPECIMEN
Its: Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk (the “Village Clerk”) of the Village of Hampshire, Kane County, Illinois (the “County”), and as such officer I do hereby certify that on the ____ day of July, 2021, there was filed in my office a properly certified copy of that certain document, executed by the Village President, attested by me in my capacity as Village Clerk, and further executed, as Nominee-Seller, by the Village Treasurer, also attested by me, dated as of July 1, 2021, and entitled “Installment Purchase Agreement for purchase of real or personal property, or both, in and for the Village of Hampshire, Kane County, Illinois”; and supporting the issuance of certain General Obligation (Limited Tax) Debt Certificates, Series 2021, of the Village; that attached hereto is a true and complete copy of said Agreement as so filed; 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, this ____ day of July, 2021.

By: _____
Its: Village Clerk

Section 6. Certificate Details. For the purpose of providing for the Project, there shall be issued and sold certificates of the Village (the “Certificates”) in a principal amount not to exceed \$182,500, and that the Certificates shall be issued to said amount and shall be designated as “General Obligation (Limited Tax) Debt Certificates, Series 2021”. The Certificates shall be numbered consecutively from R-1 upwards in order of their issuance and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer, and exchange of the Certificates. Each Certificate shall be dated as of or before the date or dates of the issuance and sale thereof and acceptable to the underwriter. Subject to a Notification of Sale and Certificate Order (the “Certificate Order”), the Certificates are hereby authorized to bear interest at a rate not to exceed 2.25% and mature in the principal amount on June 1 of each of the years (without option of prior redemption), not to exceed \$30,000 for any year ending not later than June 1, 2028, as shall be specified in the Certificate Order.

The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on the date set forth in the Certificate Order. Interest on the Certificates shall be payable on each interest payment date to the registered owners of record appearing on the registration books maintained by the financial institution designated in the Certificate Order to act as the Certificate Registrar on behalf of the Village for such purpose (including its successors, the “Certificate Registrar”), at the designated corporate trust office of the Certificate Registrar as of the close of business on the 15th day (whether or not a business day) of the calendar month next preceding the applicable

interest payment date. Interest on the Certificates shall be paid by check or draft mailed by the Paying Agent to such registered owners at their addresses appearing on the registration books.

The Certificates shall be signed by the manual or facsimile signatures of the Village President and Village Clerk, and shall be countersigned by the manual or facsimile signature of the Village Treasurer, and the seal of the Village shall be affixed thereto or printed thereon, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of the Village and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance.

Section 7. Registration of Certificates; Persons Treated as Owners. The Village shall cause books (the "Certificate Register") for the registration and for the transfer of the Certificates as provided in this Ordinance to be kept at the principal corporate trust office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the Village. The Village is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the Village for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the principal corporate trust office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments

of transfer in form satisfactory to the Certificate Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the Village shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity of other authorized denominations. The execution by the Village of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate, provided, however, the principal amount of outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business fifteen (15) days prior to any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days of mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof

or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the Village or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

Section 8. No Redemption Prior to Maturity. The Certificates are not subject to redemption prior to maturity.

Section 9. [Reserved.]

Section 10. Form of Certificate. The Certificates shall be in substantially the following form:

REGISTERED
NO. R-_____

\$_____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF KANE
VILLAGE OF HAMPSHIRE
GENERAL OBLIGATION (LIMITED TAX)
DEBT CERTIFICATE, SERIES 2021

Interest Rate
_____%

Maturity Date
June 1, 20__

Dated Date

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Hampshire, Kane County, Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on each June 1 and December 1 of each year, commencing _____, 20__, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal corporate trust office of _____, _____, _____, as certificate registrar and paying agent (the "Certificate Registrar"). Payment of the installments

of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Certificate Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

[2] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the Village, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the Village payable from any funds of the Village legally available and annually appropriated for such purpose, that the Village shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due.

THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE VILLAGE OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

[3] This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

[4] This Certificate is one of a series of certificates issued by the Village to finance various capital-related projects within the Village, including but not limited to the purchase of a

new street sweeper, and, in connection with said work, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful, or advisable thereto, in full compliance with the provisions of the Illinois Municipal Code and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by the Village Board of the Village by an ordinance duly and properly adopted for that purpose, in all respects as provided by law. The Certificates issued by the Village in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement, dated as of July 1, 2021, entered into by and between the Village and the Treasurer thereof, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[5] The Certificates are not subject to redemption prior to maturity.

[6] [Reserved.]

[7] This Certificate is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Certificate Registrar in _____, _____, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing ordinance, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[8] The Certificates are issued in fully registered form. This Certificate may be exchanged at the principal corporate trust office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity, upon the terms set forth in the authorizing

ordinance. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date.

[9] The Village and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Village nor the Certificate Registrar shall be affected by any notice to the contrary.

[10] The Village has designated this Certificate as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF the Village of Hampshire, Kane County, Illinois, by its Village Board, has caused this Certificate to be executed by the manual or duly authorized facsimile signatures of its Village President and the Village Clerk and countersigned by the manual or duly authorized facsimile signature of its Village Treasurer and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

VILLAGE OF HAMPSHIRE, KANE COUNTY,
ILLINOIS

[SEAL]

By: _____
Its: Village President

By: _____
Its: Village Clerk

Countersigned:

By: _____
Its: Village Treasurer

Date of Authentication: _____, 2021

CERTIFICATE
OF
AUTHENTICATION

Certificate Registrar and Paying Agent:
_____, _____, _____

This Certificate is one of the Certificates described in the within mentioned ordinance and is one of the General Obligation (Limited Tax) Debt Certificates, Series 2021, of the Village of Hampshire, Kane County, Illinois

By: _____
Its: Authorized Officer

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

Section 11. Sale of Certificates. The Village President and the Village Clerk of the Village (the “Designated Representatives”) are hereby authorized to proceed, without any further authorization or direction from the Village Board, to sell and deliver the Certificates upon the terms as prescribed in this Ordinance. The Certificates hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Certificate Order as may be, and thereupon be deposited with the Treasurer and, after authentication thereof by the Certificate Registrar, be by said Treasurer delivered to Heartland Bank and Trust Company, Normal, Illinois, as the purchaser thereof (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being not less than 100% of the principal amount of the Certificates plus accrued interest to date of delivery.

Prior to the sale of the Certificates, the Designated Representatives are hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Certificates, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Certificates treating the fee paid as interest on the Certificates) is less than the present value

of the interest reasonably expected to be saved on the Certificates over the term of the Certificates as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Certificates, the Designated Representatives shall prepare a Certificate Order, which shall include the pertinent details of sale of the Certificates. In the Certificate Order, the Designated Representatives shall find and determine that the Certificates have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Certificates does not exceed the maximum rate otherwise authorized by applicable law. The Certificate Order shall be entered into the records of the Village and made available to the Village Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Village Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Certificate Order.

Upon the sale of the Certificates, as evidenced by the execution and delivery of the Certificate Order by the Designated Representatives, the Village President, Village Clerk and Village Treasurer and any other officers of the Village, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Certificates as may be necessary, including, without limitation, the contract for the sale of the Certificates between the Village and the Purchaser (the "Purchase Contract"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Certificates (the “Official Statement”) is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Village Board are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Certificates.

The Certificates when fully paid for and delivered to the Purchaser, shall be the binding general obligations of the Village. The proper officers of the Village are hereby directed to sell the Certificates to the Purchaser and to do whatever acts and things which may be necessary to carry out the provisions of this Ordinance.

Section 12. Use of Certificate Proceeds. There is hereby created and established a special fund of the Village known as the “Debt Certificate Fund of 2021” (the “Certificate Fund”) to be held by the Treasurer, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance. The Certificate Fund shall be the fund for the payment of the principal of and interest on the Certificates at maturity, on interest payment dates, or upon redemption, if applicable. Pledged revenues, if any, shall be deposited into the Certificate Fund, as received, and shall be used solely and only for the payment of principal and interest on the Certificates when due (including upon any redemption). Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose. The Certificates are secured by a pledge of all moneys on deposit in the Certificate Fund, and such pledge is irrevocable until the Certificates have been paid in full or

until the obligations of the Village are discharged under this Ordinance. Accrued interest, if any, received at the time of delivery of the Certificates shall be deposited in the Certificate Fund.

The principal proceeds of the Certificates and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the “Capital Improvement Account of 2021” (the “Project Fund”), hereby created. It is hereby found and determined and hereby declared and set forth that the Corporate Authorities (i) have not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Purchaser) to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time, and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time. Proceeds of the Certificates shall be deposited in the Project Fund, and the Project Fund shall be used for the purpose of paying for the costs of the Project and costs of issuance. Interest received from deposits in the Project Fund shall, at the discretion of the Village, either be transferred for the payment of the principal of and interest on the Certificates on the interest payment date next after such interest is received or be retained in the Project Fund. In the event that any moneys remain in the Project Fund upon completion of the Project, the Village shall transfer the remaining moneys in the Project Fund to the Certificate Fund and shall cause such moneys to be used to pay the interest on the Certificates on the earliest possible date.

In addition to the funds established hereunder, the Village President is authorized and directed to establish, and the Village Treasurer is further authorized to hold, any and all funds

and/or accounts they deem necessary or convenient to the accomplishment of the purposes set forth in this Ordinance.

Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

1. Contracts (“Work Contracts”) have been or shall be awarded, from time to time, by the Corporate Authorities for the work on the Project; and the Corporate Authorities represent and covenant that each Work Contract has been or will be let in strict accordance with the applicable laws of the State, and the rules and procedures of the Village for same.

2. Pursuant to this Ordinance or any subsequent ordinance or ordinances to be duly adopted, the Corporate Authorities shall identify all or a designated portion of each Work Contract to the Agreement. This Ordinance, any such further ordinance and said Work Contracts shall be filed of record with the Village Clerk and the Village Treasurer. The adoption and filing of any such ordinance or ordinances and the Work Contracts with such officers shall constitute authority for the Village Treasurer to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further ordinances, resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State, and the rules and procedures of the Village for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions, the Village Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one or more related funds of the Village already in existence and in accordance with good accounting

practice; provided, however, that this shall not relieve such officers of the duty to account and invest such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created.

Section 13. Reimbursement. A portion of the proceeds of the Certificates will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof except architectural or engineering costs incurred prior to commencement of any of the construction of the Project or expenditures for which an intent to reimburse it was properly declared under Treasury Regulations Section 1.150-2. An ordinance adopted by the Corporate Authorities on July 1, 2020, is a declaration of official intent under Treasury Regulations Section 1.150-2 as to all costs of the Project paid after the date hereof and prior to issuance of the Certificates.

Section 14. List of Certificateholders. The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates (the “Certificateholders”) and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

Section 15. Duties of Certificate Registrar. If requested by the Certificate Registrar, the Village President and Village Clerk are authorized to execute the Certificate Registrar’s standard form of agreement between the Village and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

(a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;

- (c) to give notice of redemption of Certificates as provided herein;
- (d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the Village at least annually a certificate with respect to Certificates cancelled and/or destroyed; and
- (f) to furnish the Village at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

Section 16. Bank Qualification. If affirmed in a Certificate Order for a series of Certificates, the following shall apply in connection with the Certificates so issued. The amount of Certificates of any series, as so set forth by the Designated Representatives signatory to the Certificate Order, may be “deemed designated” and the remaining amount of the Certificates of any series may be “designated” as “qualified tax-exempt bonds” for the purposes and within the meaning of Section 265(b)(3) of the Code. The Designated Representatives signatory to the Certificate Order may designate each of such Certificates as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, such Designated Representatives may certify that (i) none of the Certificates of a given series will be at any time a “private activity bond” (as defined in Section 141 of the Code), (ii) as of the date of the Certificate Order and in calendar year 2021, the Village has not authorized or issued any tax-exempt obligations of any kind in such calendar year other than one or more series of the Certificates in such calendar year, as may be applicable, nor have any tax-exempt obligations of any kind been authorized or issued on behalf of the Village, and (iii) not more than \$10,000,000 of obligations of any kind, including the Certificates issued by or on

behalf of the Village during such calendar year will be designated for purposes of Section 265(b)(3) of the Code.

Section 17. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 18. Repeal. All ordinances, resolutions, or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

ADOPTED THIS 1ST DAY OF JULY, 2021, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS 1ST DAY OF JULY, 2021.

By: _____

Its: Village President

Attest:

By: _____

Its: Village Clerk

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented be adopted.

After a full discussion thereof, the Village President directed that the roll be called for a vote upon the motion to adopt said ordinance as read by title.

Upon the roll being called, the following Trustees voted AYE: _____,

and the following Trustees voted NAY: _____

Whereupon the Village President declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Secretary to record the same in full in the records of the Village Board of the Village of Hampshire, Kane County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded, and carried, the meeting was adjourned.

By: _____
Its: Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Hampshire, Kane County, Illinois (the “Village Clerk”), and as such official I am the keeper of the records and files of the Corporate Authorities.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 1st day of July, 2021, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital-related projects for the Village of Hampshire, Kane County, Illinois, and authorizing and providing for the issue of not to exceed \$182,500 General Obligation (Limited Tax) Debt Certificates, Series 2021, of said Village evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing security for and means of payment under the Agreement of the Certificates.

a true, correct, and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting, a true, correct and complete copy of said agenda as so posted is attached hereto as Exhibit A, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said Village, this 1st day of July, 2021.

By: _____
Its: Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

FILING CERTIFICATE

We, the undersigned, do hereby certify that we are, respectively, the duly qualified and acting Village Clerk and Village Treasurer of the Village of Hampshire, Kane County, Illinois (the “County”), and as such officers we do hereby certify that on the 1st day of July, 2021, there was filed with each of us, respectively, and placed on deposit in our respective records, a properly certified copy of an ordinance adopted by the Corporate Authorities on the 1st day of July, 2021, and entitled:

AN ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital-related projects for the Village of Hampshire, Kane County, Illinois, and authorizing and providing for the issue of not to exceed \$182,500 General Obligation (Limited Tax) Debt Certificates, Series 2021, of said Village evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing security for and means of payment under the Agreement of the Certificates.

together with any Work Contracts identified by the adoption of said ordinance and attached thereto as Exhibit 1, and that the same have all been deposited in, and all as appears from, the official files and records of our respective offices.

IN WITNESS WHEREOF, we hereunto affix our official signatures and the seal of the Village, this 1st day of July, 2021.

[SEAL]

By: _____
Its: Village Clerk

By: _____
Its: Village Treasurer



To: Village President and Board of Trustees

From: Curtis P. Dettmann, P.E.
Project Manager

Date: June 28, 2021

Re: Streetscape Bids

EEI Job #: HA2013-V

All:

Please find below details related to the recently received Streetscape Improvement Bids.

Summary of Bids

- Bid opening June 24, 2021 at 11:00 am – three (3) bids received – See attached Bid Tab
 - ✓ Copenhaver Construction - \$1,569,635.00
 - ✓ Landmark Contractors, Inc. - \$1,379,365.90
 - ✓ Alliance Contractors, Inc. - \$1,333,873.25

- Low bid for review and consideration
 - ✓ Alliance Contractors, Inc.

Evaluation of Bids

- All bids were higher than Engineer's Estimate and project budget.
 - ✓ Construction Budget - \$830,463.78
 - ✓ Engineer's Estimate - \$868,662.50
 - ✓ All bids unit costs were compared to Engineer's Estimate for discrepancies
 - In general, most estimated unit costs are close to at least one of the bidder's unit costs

- Alliance Contractors, Inc. Bid Analysis – Higher cost items compared to Engineer's Estimate
 - ✓ Contractor said that this was an overall challenging project
 - ✓ Pavement and concrete removals
 - Thicker asphalt section removal increased cost
 - Small quantity for curb and gutter and special concrete removal increased cost but was approx. three times the other bids

- ✓ Underground Materials
 - Storm sewer pipe, water main pipe, fire hydrants, and all utility structures were approx. two times the other bids
 - Water and storm sewer had challenges for construction with utility crossings
 - Supply issues and time delays for obtaining materials
 - ✓ Concrete Paving
 - Recent increase in concrete pricing not reflected in Engineer's Estimate
 - Increased steel prices reflected in reinforcing and dowel bars
 - Hand forming for all concrete install increases price
 - ✓ Decorative Streetlights
 - Cost was more than two times the Engineer's Estimate
 - This specific decorative pole was a higher end style pole
 - Steel price increase
 - Conduit and wire price increase
 - ✓ Post Clock Assembly
 - Materials and installation for the clock assembly were very specialized which caused the price increase
 - Mobilization and overhead is included in this cost
 - ✓ Traffic Control and Protection
 - Mobilization, insurance, bonding, and other overhead items included in this item
 - Contractor said it is a complex project that needed a great amount of contractor supervision which is included in this item
- Variances from other Bids
- ✓ Catenary Lighting
 - Other two bids were more than two times Alliance's bid
 - ✓ Traffic Control and Protection
 - This was a widespread cost variance between all bids

Options for Consideration

- Rinn Avenue Storm Sewer Replacement
- ✓ Removal of this portion of the project
 - ✓ This could be done in the future and not affect the proposed streetscape improvements
- Decorative Bollards
- ✓ Reduce the number of bollards at intersection corners to be at critical locations between sidewalk ramps only
 - ✓ Find alternative bollard that is more cost effective for material and installation

- Decorative Streetlights
 - ✓ Find alternative streetlight pole that is more cost effective
- Alternative Pavement Sections
 - ✓ Asphalt instead of concrete pavement
 - ✓ Stamped concrete intersections instead of brick paver intersections
- Catenary Lighting
 - ✓ Reduce number of poles and light fixtures by increasing pole spacing
 - ✓ Replace catenary lighting system with an alternate pedestrian street light system
 - ✓ Eliminate catenary lighting system
- Reject all Bids
 - ✓ Rebid project in approx. 6 months for 2022 construction season
 - ✓ Rebid is not guaranteed to meet budget expectations for current scope but there could be better pricing from current bids and would most likely have additional bidders.
 - ✓ Rebid with potential alternatives as discussed above
 - ✓ Separate some of the underground work out of this contract
 - Water main replacement could be done separately this fall or next spring prior to streetscape improvement construction
 - ✓ Grant funds must be used by June of 2023

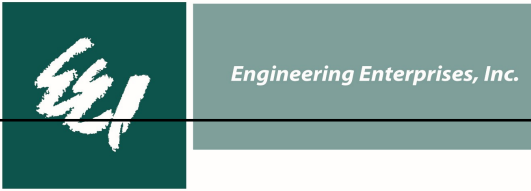
If you have any questions, please contact me at cdettmann@eeiweb.com or (630) 466-6769.

Pc: Jay Hedges, Village Manager



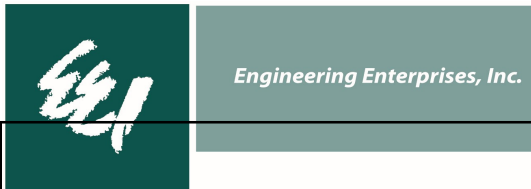
**BID TABULATION
CENTRAL BUSINESS DISTRICT STREETScape IMPROVEMENTS
VILLAGE OF HAMPSHIRE**

		BID TABULATION BIDS RECD 6/24/2021		ALLIANCE CONTRACTORS, INC. 1166 Lake Avenue Woodstock, IL 60098		LANDMARK CONTRACTORS, INC. 11916 W. Main Street Huntley, IL 60142		COPENHAVER CONSTRUCTION 75 Koppie Drive Gilberts, IL 60136		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	PAVEMENT REMOVAL, FULL DEPTH	SQ YD	3100	\$ 20.00	\$ 62,000.00	\$ 19.35	\$ 59,985.00	\$ 15.00	\$ 46,500.00	\$ 11.00	\$ 34,100.00
2	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	990	\$ 9.00	\$ 8,910.00	\$ 8.50	\$ 8,415.00	\$ 10.00	\$ 9,900.00	\$ 3.50	\$ 3,465.00
3	HOT-MIX ASPHALT SURFACE COURSE, 2"	SQ YD	990	\$ 14.25	\$ 14,107.50	\$ 14.50	\$ 14,355.00	\$ 16.00	\$ 15,840.00	\$ 10.00	\$ 9,900.00
4	COMBINATION CURB AND GUTTER REMOVAL	FOOT	175	\$ 30.00	\$ 5,250.00	\$ 11.50	\$ 2,012.50	\$ 8.00	\$ 1,400.00	\$ 10.00	\$ 1,750.00
5	SIDEWALK REMOVAL	SQ FT	3400	\$ 3.00	\$ 10,200.00	\$ 2.65	\$ 9,010.00	\$ 2.00	\$ 6,800.00	\$ 2.00	\$ 6,800.00
6	CONCRETE REMOVAL, SPECIAL	FOOT	398	\$ 30.00	\$ 11,940.00	\$ 9.15	\$ 3,641.70	\$ 8.00	\$ 3,184.00	\$ 15.00	\$ 5,970.00
7	EARTH EXCAVATION	CU YD	20	\$ 45.00	\$ 900.00	\$ 47.80	\$ 956.00	\$ 50.00	\$ 1,000.00	\$ 100.00	\$ 2,000.00
8	REMOVE, SALVAGE, AND REINSTALL EXISTING SIGN	EACH	7	\$ 200.00	\$ 1,400.00	\$ 292.90	\$ 2,050.30	\$ 300.00	\$ 2,100.00	\$ 250.00	\$ 1,750.00
9	REMOVE, SALVAGE, AND REINSTALL EXISTING BENCH OR PLANTER	EACH	6	\$ 300.00	\$ 1,800.00	\$ 390.00	\$ 2,340.00	\$ 500.00	\$ 3,000.00	\$ 350.00	\$ 2,100.00
10	REMOVAL OF LIGHTING UNIT, SALVAGE	EACH	6	\$ 880.00	\$ 5,280.00	\$ 600.00	\$ 3,600.00	\$ 638.00	\$ 3,828.00	\$ 350.00	\$ 2,100.00
11	REMOVAL OF POLE FOUNDATION	EACH	6	\$ 440.00	\$ 2,640.00	\$ 250.00	\$ 1,500.00	\$ 264.00	\$ 1,584.00	\$ 400.00	\$ 2,400.00
12	VALVE VAULT TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 500.00	\$ 1,000.00	\$ 510.00	\$ 1,020.00	\$ 700.00	\$ 1,400.00	\$ 800.00	\$ 1,600.00
13	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	5	\$ 500.00	\$ 2,500.00	\$ 510.00	\$ 2,550.00	\$ 700.00	\$ 3,500.00	\$ 800.00	\$ 4,000.00
14	MANHOLE TO BE ADJUSTED	EACH	1	\$ 250.00	\$ 250.00	\$ 215.00	\$ 215.00	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00
15	INLET TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 500.00	\$ 500.00	\$ 510.00	\$ 510.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00
16	GAS VALVE TO BE ADJUSTED	EACH	1	\$ 150.00	\$ 150.00	\$ 950.00	\$ 950.00	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00
17	REMOVING INLETS	EACH	2	\$ 100.00	\$ 200.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 250.00	\$ 500.00
18	STORM SEWER REMOVAL	FOOT	150	\$ 10.00	\$ 1,500.00	\$ 25.00	\$ 3,750.00	\$ 15.00	\$ 2,250.00	\$ 50.00	\$ 7,500.00
19	STORM SEWER, CLASS B, TY 1, 8"	FOOT	6	\$ 125.00	\$ 750.00	\$ 60.00	\$ 360.00	\$ 200.00	\$ 1,200.00	\$ 50.00	\$ 300.00



**BID TABULATION
CENTRAL BUSINESS DISTRICT STREETScape IMPROVEMENTS
VILLAGE OF HAMPSHIRE**

		BID TABULATION BIDS RECD 6/24/2021		ALLIANCE CONTRACTORS, INC. 1166 Lake Avenue Woodstock, IL 60098		LANDMARK CONTRACTORS, INC. 11916 W. Main Street Huntley, IL 60142		COPENHAVER CONSTRUCTION 75 Koppie Drive Gilberts, IL 60136		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
20	STORM SEWER, CLASS 1, TY 1, 12"	FOOT	526	\$ 125.00	\$ 65,750.00	\$ 80.00	\$ 42,080.00	\$ 111.00	\$ 58,386.00	\$ 60.00	\$ 31,560.00
21	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LI	EACH	4	\$ 7,000.00	\$ 28,000.00	\$ 4,000.00	\$ 16,000.00	\$ 3,000.00	\$ 12,000.00	\$ 3,500.00	\$ 14,000.00
22	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	5	\$ 3,000.00	\$ 15,000.00	\$ 1,600.00	\$ 8,000.00	\$ 1,100.00	\$ 5,500.00	\$ 1,500.00	\$ 7,500.00
23	INLETS, TYPE A, TYPE 4 FRAME AND GRATE	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00
24	INLETS, TYPE A, TYPE 8 FRAME AND GRATE	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 1,200.00	\$ 1,200.00	\$ 1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00
25	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	200	\$ 58.00	\$ 11,600.00	\$ 65.00	\$ 13,000.00	\$ 75.00	\$ 15,000.00	\$ 50.00	\$ 10,000.00
26	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	1075	\$ 37.00	\$ 39,775.00	\$ 47.70	\$ 51,277.50	\$ 26.00	\$ 27,950.00	\$ 25.00	\$ 26,875.00
27	PORTLAND CEMENT CONCRETE SIDEWALK (SPECIAL)	SQ FT	1690	\$ 9.00	\$ 15,210.00	\$ 8.65	\$ 14,618.50	\$ 8.00	\$ 13,520.00	\$ 7.00	\$ 11,830.00
28	AGGREGATE BASE COURSE, TYPE A 4"	SQ YD	190	\$ 4.00	\$ 760.00	\$ 6.75	\$ 1,282.50	\$ 6.00	\$ 1,140.00	\$ 5.00	\$ 950.00
29	DETECTABLE WARNINGS	SQ FT	385	\$ 15.00	\$ 5,775.00	\$ 29.50	\$ 11,357.50	\$ 25.00	\$ 9,625.00	\$ 30.00	\$ 11,550.00
30	PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	SQ YD	1615	\$ 87.25	\$ 140,908.75	\$ 82.75	\$ 133,641.25	\$ 70.00	\$ 113,050.00	\$ 30.00	\$ 48,450.00
31	WELDED WIRE REINFORCEMENT	SQ YD	1615	\$ 5.00	\$ 8,075.00	\$ 9.55	\$ 15,423.25	\$ 2.00	\$ 3,230.00	\$ 5.00	\$ 8,075.00
32	AGGREGATE BASE COURSE, TYPE A 8"	SQ YD	1615	\$ 8.00	\$ 12,920.00	\$ 11.75	\$ 18,976.25	\$ 10.00	\$ 16,150.00	\$ 8.00	\$ 12,920.00
33	STREET LIGHTS W/ FOUNDATION WIRING, & CONDUIT, COMP	EACH	11	\$ 19,338.00	\$ 212,718.00	\$ 17,500.00	\$ 192,500.00	\$ 20,405.00	\$ 224,455.00	\$ 9,000.00	\$ 99,000.00
34	CATENARY LIGHT SYSTEM	LSUM	1	\$ 92,751.00	\$ 92,751.00	\$ 194,000.00	\$ 194,000.00	\$ 218,240.00	\$ 218,240.00	\$ 100,000.00	\$ 100,000.00
35	CONTROLLER, COMPLETE	EACH	1	\$ 13,107.00	\$ 13,107.00	\$ 18,500.00	\$ 18,500.00	\$ 18,480.00	\$ 18,480.00	\$ 15,000.00	\$ 15,000.00
36	POST CLOCK ASSEMBLY, COMPLETE	EACH	1	\$ 28,138.00	\$ 28,138.00	\$ 31,500.00	\$ 31,500.00	\$ 28,380.00	\$ 28,380.00	\$ 3,000.00	\$ 3,000.00
37	8" GATE VALVE WITH VAULT, 5' DIAMETER	EACH	3	\$ 10,000.00	\$ 30,000.00	\$ 5,000.00	\$ 15,000.00	\$ 5,330.00	\$ 15,990.00	\$ 3,750.00	\$ 11,250.00
38	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	2	\$ 10,000.00	\$ 20,000.00	\$ 6,500.00	\$ 13,000.00	\$ 6,200.00	\$ 12,400.00	\$ 5,000.00	\$ 10,000.00
39	FIRE HYDRANTS TO BE REMOVED	EACH	2	\$ 1,000.00	\$ 2,000.00	\$ 550.00	\$ 1,100.00	\$ 1,100.00	\$ 2,200.00	\$ 750.00	\$ 1,500.00



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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
40	WATER VALVE BOXES TO BE ABANDONED	EACH	5	\$ 200.00	\$ 1,000.00	\$ 250.00	\$ 1,250.00	\$ 100.00	\$ 500.00	\$ 1,500.00	\$ 7,500.00
41	WATER MAIN ABANDONMENT	EACH	2	\$ 500.00	\$ 1,000.00	\$ 3,950.00	\$ 7,900.00	\$ 1,000.00	\$ 2,000.00	\$ 200.00	\$ 400.00
42	DUCTILE IRON WATER MAIN, CLASS 52 WITH POLYETHYLENE ENCASEMENT, 6"	FOOT	10	\$ 175.00	\$ 1,750.00	\$ 100.00	\$ 1,000.00	\$ 170.00	\$ 1,700.00	\$ 95.00	\$ 950.00
43	DUCTILE IRON WATER MAIN, CLASS 52 WITH POLYETHYLENE ENCASEMENT, 8"	FOOT	190	\$ 180.00	\$ 34,200.00	\$ 127.00	\$ 24,130.00	\$ 152.00	\$ 28,880.00	\$ 115.00	\$ 21,850.00
44	DUCTILE IRON WATER MAIN, CLASS 52 WITH POLYETHYLENE ENCASEMENT, 12"	FOOT	10	\$ 200.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00	\$ 270.00	\$ 2,700.00	\$ 140.00	\$ 1,400.00
45	WATER MAIN PROTECTION, C900 12"	FOOT	21	\$ 70.00	\$ 1,470.00	\$ 200.00	\$ 4,200.00	\$ 170.00	\$ 3,570.00	\$ 65.00	\$ 1,365.00
46	PRESSURE TESTING AND DISINFECTION	LSUM	1	\$ 1,500.00	\$ 1,500.00	\$ 3,950.00	\$ 3,950.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
47	CONNECTION TO EXISTING WATER MAIN 6"	EACH	2	\$ 1,300.00	\$ 2,600.00	\$ 3,100.00	\$ 6,200.00	\$ 3,362.00	\$ 6,724.00	\$ 500.00	\$ 1,000.00
48	CONNECTION TO EXISTING WATER MAIN 12"	EACH	2	\$ 1,500.00	\$ 3,000.00	\$ 5,200.00	\$ 10,400.00	\$ 4,982.00	\$ 9,964.00	\$ 500.00	\$ 1,000.00
49	EXPLORATORY EXCAVATION	EACH	20	\$ 1.00	\$ 20.00	\$ 338.00	\$ 6,760.00	\$ 3,000.00	\$ 60,000.00	\$ 100.00	\$ 2,000.00
50	PAINT PAVEMENT MARKINGS	LSUM	1	\$ 500.00	\$ 500.00	\$ 4,850.00	\$ 4,850.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00
51	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 62,390.00	\$ 62,390.00	\$ 40,065.00	\$ 40,065.00	\$ 151,200.00	\$ 151,200.00	\$ 5,000.00	\$ 5,000.00
52	SHADE TREE	EACH	6	\$ 850.00	\$ 5,100.00	\$ 850.00	\$ 5,100.00	\$ 900.00	\$ 5,400.00	\$ 500.00	\$ 3,000.00
53	ORNAMENTAL TREE	EACH	1	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 900.00	\$ 900.00	\$ 450.00	\$ 450.00
54	SHRUBS	EACH	228	\$ 55.00	\$ 12,540.00	\$ 55.00	\$ 12,540.00	\$ 100.00	\$ 22,800.00	\$ 30.00	\$ 6,840.00
55	MULCH	CU YD	17	\$ 75.00	\$ 1,275.00	\$ 75.00	\$ 1,275.00	\$ 60.00	\$ 1,020.00	\$ 50.00	\$ 850.00
56	GATOR BAGS	EACH	7	\$ 10.00	\$ 70.00	\$ 10.00	\$ 70.00	\$ 150.00	\$ 1,050.00	\$ 50.00	\$ 350.00
57	BOULDERS	EACH	3	\$ 400.00	\$ 1,200.00	\$ 400.00	\$ 1,200.00	\$ 700.00	\$ 2,100.00	\$ 750.00	\$ 2,250.00
58	CONCRETE PAVER PAVEMENT	SQ FT	4920	\$ 27.75	\$ 136,530.00	\$ 32.70	\$ 160,884.00	\$ 34.00	\$ 167,280.00	\$ 25.00	\$ 123,000.00
59	CONCRETE PAVER SIDEWALK	SQ FT	4640	\$ 15.00	\$ 69,600.00	\$ 16.55	\$ 76,792.00	\$ 23.00	\$ 106,720.00	\$ 15.00	\$ 69,600.00



**BID TABULATION
CENTRAL BUSINESS DISTRICT STREETScape IMPROVEMENTS
VILLAGE OF HAMPSHIRE**

		BID TABULATION BIDS RECD 6/24/2021		<i>ALLIANCE CONTRACTORS, INC.</i> 1166 Lake Avenue Woodstock, IL 60098		<i>LANDMARK CONTRACTORS, INC.</i> 11916 W. Main Street Huntley, IL 60142		<i>COPENHAVER CONSTRUCTION</i> 75 Koppie Drive Gilberts, IL 60136		<i>ENGINEER'S ESTIMATE</i> 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
60	CONCRETE EDGE	SQ FT	738	\$ 54.75	\$ 40,405.50	\$ 36.55	\$ 26,973.90	\$ 10.00	\$ 7,380.00	\$ 50.00	\$ 36,900.00
61	INLET FILTERS	EACH	10	\$ 150.00	\$ 1,500.00	\$ 147.50	\$ 1,475.00	\$ 60.00	\$ 600.00	\$ 200.00	\$ 2,000.00
62	TOPSOIL FURNISH AND PLACE, VARIABLE DEPTH	SQ YD	185	\$ 5.00	\$ 925.00	\$ 5.00	\$ 925.00	\$ 5.00	\$ 925.00	\$ 10.00	\$ 1,850.00
63	FILTER FABRIC	SQ YD	185	\$ 4.50	\$ 832.50	\$ 1.25	\$ 231.25	\$ 4.00	\$ 740.00	\$ 2.50	\$ 462.50
64	DECORATIVE BOLLARDS	EACH	35	\$ 1,350.00	\$ 47,250.00	\$ 1,190.50	\$ 41,667.50	\$ 1,200.00	\$ 42,000.00	\$ 1,000.00	\$ 35,000.00
65	ALLOWANCE - ITEMS ORDERED BY ENGINEER	UNITS	25000	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00
BASE BID TOTAL					\$ 1,333,873.25		\$ 1,379,365.90		\$ 1,569,635.00		\$ 868,662.50

Fredi Beth Schmutte

fsdevcon@comcast.net (847) 922-6985

*2608 West Diversey Avenue,
Chicago, Illinois 60647-8150*

To: Mike Reid, Village President
Jay Hedges, Village Manager

From: Fredi Beth Schmutte, Development Consultant

Date June 29, 2021

Re: DCEO CDBG State Street Streetscape Project

As you know, the three bids received for the Streetscape Project exceeded the engineer's construction estimate by significant amounts. Recognizing the likelihood that the project scope would need to be revised and the project re-bid, I asked several questions about the impact of those actions vis-à-vis DCEO CDBG requirements. I have reviewed and confirmed the following either based on the Grant Agreement between the Village and DCEO and/or with DCEO staff.

- Time frame for grant—as per the Grant Agreement the grant period is from May 1, 2021 through April 30, 2023.
- Approved project description as per the Grant Agreement includes “installation of aesthetic enhancements.” Question was raised if “aesthetic enhancements” were reduced, eliminated, or changed and the only activities were reconstruction of streets and sidewalks, water mains and storm sewer structures, would the project still satisfy the CDBG National Objective and eligibility requirements for “elimination of slum or blight.” As per DCEO, making changes of this nature to the project would still result in it satisfying the National Objective and eligibility requirements.
- It was important to confirm with the DCEO Environmental Review Officer that changes to the scope of work/project description would not require a new or updated environmental review. He indicated that a grantee could eliminate an activity and/or location with no impact to the environmental review record. A grantee cannot add an activity and/or location without doing a new environmental review beforehand.
- Decisions regarding the CDBG Streetscape Project bids should be in the form of a Village Board action. The basis of the action and the documentation for same should be included in the official CDBG procurement file.

Please do not hesitate to call me if there are any questions or if you would like additional information.

cc: Curt Dettmann, EEI
Linda Vasquez, Village Clerk



EMBRACE OPPORTUNITY
HONOR TRADITION

Village President
Mike Reid, Jr.

Village Trustees
Heather Fodor
Aaron Kelly
Toby Koth
Lionel Mott
Laura Pollastrini
Erik Robinson

**Village of Hampshire
Covid-19
Water Bill Relief Program**

The Village of Hampshire suspended, water shutoff notices (door hangers) and water shutoffs for non-payment due to the financial impact of Covid-19 on some Village residents. The Pandemic resulted in some residents falling behind in their payments and being unable to catch up. This program is to assist those most negatively impacted, according to the following specific eligibility and criteria.

Program Eligibility

- The account must be in the name of the person living at the residence.
- The resident may be the owner of the property or a tenant.
- Resident must attest that they are incapable of paying their bill in full due to a change in income during the period March 16, 2020 until the time of application for assistance.
- This program is not intended to assist landlords or owners of rental properties.

Criteria for Determining the Percent of Relief provided (Maximum Relief \$500)

- \$200 for each adult in the household who became unemployed, or underemployed, on or after March 16, 2020; **and**
 - \$200 for each preschool child, age 3 or under in the household.
 - \$100 for each child 17 or under in the household.
 - \$100 if a member of the household was hospitalized, or quarantined due to a diagnosis of Covid-19.
 - \$100 other extenuating circumstances.

Program Benefits and Rules

- The Village will forgive up to 50% of the overdue balance, up to \$500 upon execution of an agreement.
- The payee must pay a down payment of 10% of the remaining balance at the time of the agreement.

VILLAGE OF HAMPSHIRE

234 S. State Street, P.O. Box 457, Hampshire, IL 60140-0457
847-683-2181 phone / 847-683-4915 fax

hampshireil.org

- The balance will be due in 12 equal monthly payments beginning 30 days after the signing of the agreement.
- The Village will waive all late fees while the payee is in good standing with the program.
- Should the payee default before the payment agreement is satisfied, the entire past due amount will become due immediately and upon proper notice, their water service will be shot off.
- Applications must be received not later than August 31, 2021.

The Covid-19 Water Bill Relief Program is a one-time program to assist residents who have been negatively impacted by Covid-19.



To: Village President and Board of Trustees

From: Timothy N. Paulson, P.E., CFM
Senior Project Manager

Date: June 25, 2021

Re: Monthly Engineering Update

EEI Job #: HA2101

All:

Please find below a brief status report of current Village and development projects.

Village Projects

- Connection Water Main
 - ✓ Plans being prepared for submittal to IEPA for permit
 - ✓ Easement acquisition underway
 - ✓ KDOT permit in process
 - ✓ Corrosion control study underway

- Route 72 and State Street Village Utilities
 - ✓ IDOT has project scheduled for July letting
 - ✓ Anticipated fall construction for Village utilities

- Route 72 Water Main Repair
 - ✓ Plans in for permitting to IEPA and IDOT

- Risk and Resiliency Assessment and Emergency Response Plan (RRA/ERP)
 - ✓ RRA completed by June 30th
 - ✓ ERP work to begin immediately following

- Central Business District Streetscape Improvements
 - ✓ Project went out to bid on June 4th
 - ✓ Bids received on June 24th
 - ✓ Bids under review

- Julie Lane Resurfacing
 - ✓ Design and contract documents near completion; preparing for bidding



Development Projects

- D300 Elementary School at Oakstead
 - ✓ Construction Ongoing
 - Water and sewer construction nearing completion
 - Paving anticipated in early fall
 - Plans submitted for building addition and parking expansion
- Prairie Ridge K&L
 - ✓ Water and sewer construction underway
- Tamms Farm
 - ✓ Met with Lennar Homes on June 9th
 - Reviewed engineering and permitting items
 - ✓ Anticipated construction start August 1st
- Stanley North – Self Storage
 - ✓ Developer requesting grading permit
- Brier Hill Ventures/Midwest
 - ✓ Waiting for engineering plan submittal
- Freight Union
 - ✓ Waiting for engineering plan submittal
- Love's/Metrix
 - ✓ Working with developers to complete punch lists
- Hampshire Corporate Center – RV Storage Addition
 - ✓ punch list re-inspection being scheduled
 - ✓ Review letter issued for site plan for additional storage buildings

If you have any questions please contact me at tpaulson@eeiweb.com or (630) 466-6727.

Pc: Jay Hedges, Village Manager

VILLAGE OF HAMPSHIRE

Accounts Payable

July 1, 2021

The President and Board of Trustees of the Village of Hampshire
Recommends the following **Employee and/or Elected Official John Huff**
Warrant in the amount of

Total: \$160.00

To be paid on or before
July 7, 2021

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

VILLAGE OF HAMPSHIRE

Accounts Payable

July 1, 2021

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

Total: \$125,322.49

To be paid on or before
July 7, 2021

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

INVOICES DUE ON/BEFORE 09/30/2021

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

A5BR	A5 INC.							
21-0503	05/03/21	01	BOARD ROOM SIGNAGE	01-001-002-4380			06/03/21	1,000.00
				OTHER PROF.SERVICES-VILLAG				
							INVOICE TOTAL:	1,000.00
							VENDOR TOTAL:	1,000.00
ACEGE	TOBINSON'S ACE HARDWARE #03999							
105987/1	06/17/21	01	TOILET SUPPLIES	01-003-003-4670			07/17/21	25.75
				MAINTENANCE SUPPLIES				
							INVOICE TOTAL:	25.75
							VENDOR TOTAL:	25.75
AFHA	AFFORDABLE HANDYMAN							
212206	06/11/21	01	BOARD ROOM	01-001-002-4100			06/18/21	1,556.00
				MAINTENANCE - BLDG.				
							INVOICE TOTAL:	1,556.00
							VENDOR TOTAL:	1,556.00
AFLAC	AFLAC							
06232021	06/23/21	01	DP AFLAC TO BE REIMBURSED	01-000-022-2065			06/23/21	45.05
				AFLAC SUPPLEMENTAL INSURAN				
							INVOICE TOTAL:	45.05
							VENDOR TOTAL:	45.05
AMBU	AMAZON CAPITAL SERVICES							
114-3123903-7333062	06/22/21	01	TRAFFIC FLAGS	01-003-003-4680			07/22/21	27.99
				OPERATING SUPPLIES				
							INVOICE TOTAL:	27.99
1QL6-RG4R-3K6G	06/24/21	01	TIRES FOR MOWER	52-001-002-4999			07/24/21	147.98
				SSA EXPENSES				
							INVOICE TOTAL:	147.98
							VENDOR TOTAL:	175.97

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CEBASC	CERTIFIED BALANCE & SCALE CORP							
24738	06/02/21	01	CALIBRATION OF LAB INSTRUMENTS	31-001-002-4380			07/02/21	1,532.00
				OTHR PROF. SERVICES				
						INVOICE TOTAL:		1,532.00
						VENDOR TOTAL:		1,532.00
COCA	COMCAST							
061121	06/11/21	01	VH INTERNET	01-001-002-4230			07/09/21	158.40
				COMMUNICATION SERVICES				
						INVOICE TOTAL:		158.40
						VENDOR TOTAL:		158.40
COMA	CORE & MAIN LP							
P044785	06/14/21	01	BACKFLOW DUAL CHK VALVE	30-001-005-4960			07/14/21	1,812.20
				METERS/EQUIPMENTS				
						INVOICE TOTAL:		1,812.20
						VENDOR TOTAL:		1,812.20
COMED	COMED							
0470155018 - 061121	06/11/21	01	AGGREGATION RESIDENT	01-001-002-4380			06/28/21	127.00
				OTHER PROF.SERVICES-VILLAG				
						INVOICE TOTAL:		127.00
						VENDOR TOTAL:		127.00
COUNSCDI	COMMUNITY UNIT SCHOOL DIST 300							
061521	06/15/21	01	DIBURSEMENT OF TRANS/INTEREST	60-001-004-4800			07/15/21	10,715.46
				SCHOOL TRAN - DIST #300				
						INVOICE TOTAL:		10,715.46
						VENDOR TOTAL:		10,715.46
DOCO	DORNER COMPANY							

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

DOCOR	DORNER COMPANY							
157680-IN	06/08/21	01	CLA-VAL PM DIETRICH/BRIER HILL	30-001-002-4160			07/08/21	1,500.00
				MAINT. UTILITY SYSTEM				
							INVOICE TOTAL:	1,500.00
							VENDOR TOTAL:	1,500.00
DYEN	DYNEGY ENERGY SERVICES							
051221A	05/12/21	01	386300421051	31-001-002-4260			07/19/21	352.00
				UTILITIES				
							INVOICE TOTAL:	352.00
060921	06/09/21	01	386293521061	01-003-002-4260			08/09/21	30.75
				STREET LIGHTING				
		02	386294021061	01-003-002-4260				1,019.41
				STREET LIGHTING				
		03	386293821061	01-003-002-4260				36.39
				STREET LIGHTING				
		04	386293621061	01-003-002-4260				51.93
				STREET LIGHTING				
		05	386293021061	01-003-002-4260				9.79
				STREET LIGHTING				
		06	386293121061	01-003-002-4260				3.76
				STREET LIGHTING				
		07	386299721061	31-001-002-4260				91.75
				UTILITIES				
		08	386300521061	30-001-002-4260				437.12
				UTILITIES				
		09	386300121061	30-001-002-4260				89.86
				UTILITIES				
		10	386293721061	30-001-002-4260				68.88
				UTILITIES				
		11	386300221061	30-001-002-4260				176.10
				UTILITIES				
		12	386299621061	31-001-002-4260				270.70
				UTILITIES				

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DYEN	DYNEGY ENERGY SERVICES							
060921	06/09/21	13	386300321061	31-001-002-4260			08/09/21	138.36
		14	386299521061	30-001-002-4260				1,686.80
		15	386293421061	30-001-002-4260				78.14
		16	386293321061	01-003-002-4260				65.82
		17	386292921061	01-003-002-4260				69.77
		18	386293921061	01-003-002-4260				153.68
		19	386299921061	30-001-002-4260				44.07
		20	386300021061	30-001-002-4260				67.40
		21	386299821061	31-001-002-4260				77.65
		22	386300421061	31-001-002-4260				713.64
							INVOICE TOTAL:	5,381.77
							VENDOR TOTAL:	5,733.77
EDCO	EDCO AWARDS & SPECIALTIES							
752021	06/17/21	01	TROPHY	01-002-003-4650			06/22/21	117.95
				OFFICE SUPPLIES				
							INVOICE TOTAL:	117.95
							VENDOR TOTAL:	117.95
ELLA	ELLA JOHNSON LIBRARY							
061521	06/15/21	01	DISBURSEMENT OF TRANSITION FEE	61-001-004-4800			07/15/21	331.20
				LIBRARY TRANS-ELLA JOHNSON				
							INVOICE TOTAL:	331.20
							VENDOR TOTAL:	331.20

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ENCS	ENTRE COMPUTER SOLUTIONS							
00139075	06/24/21	01	WATCHGUARD FIREBOX 1 YR	01-003-002-4380			07/24/21	177.75
				OTHER PROFESSIONAL SERVICE				
							INVOICE TOTAL:	177.75
							VENDOR TOTAL:	177.75
ETRW	THE LAW OFFICES OF							
060721	06/07/21	01	TOW HEARINGS	01-002-005-4907			07/07/21	175.00
				TOW FUND PURCHASES				
							INVOICE TOTAL:	175.00
							VENDOR TOTAL:	175.00
FEE	FEECE OIL COMPANY							
1971506	06/11/21	01	MACHINE OIL	31-001-003-4660			07/07/21	1,544.95
				GASOLINE - OIL				
							INVOICE TOTAL:	1,544.95
							VENDOR TOTAL:	1,544.95
GALL	GALLS LLC							
018577479	06/11/21	01	UNIFORMS	01-002-003-4690			07/11/21	59.97
				UNIFORMS				
							INVOICE TOTAL:	59.97
018598782	06/15/21	01	UNIFORMS	01-002-003-4690			07/15/21	165.17
				UNIFORMS				
							INVOICE TOTAL:	165.17
							VENDOR TOTAL:	225.14
HAAUPA	HAMPSHIRE AUTO PARTS							
589910	06/07/21	01	FUEL PUMP KIT	31-001-003-4670			07/07/21	77.25
				MAINTENANCE SUPPLIES				
							INVOICE TOTAL:	77.25

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HAAUPA	HAMPSHIRE AUTO PARTS							
590932	06/16/21	01	STARTER	31-001-003-4670			07/16/21	213.85
				MAINTENANCE SUPPLIES				
						INVOICE TOTAL:		213.85
591311	06/21/21	01	55 GALLON OIL DRUM	01-003-003-4660			07/21/21	693.49
				GASOLINE/OIL				
						INVOICE TOTAL:		693.49
591332	06/21/21	01	SUPPLIES	31-001-003-4670			07/21/21	57.48
				MAINTENANCE SUPPLIES				
						INVOICE TOTAL:		57.48
591372	06/21/21	01	SILICON	01-003-003-4670			07/21/21	5.98
				MAINTENANCE SUPPLIES				
						INVOICE TOTAL:		5.98
591387	06/21/21	01	CREDIT	52-001-002-4999			06/21/21	-19.98
		02	CREDIT	01-003-003-4670				-34.12
				MAINTENANCE SUPPLIES				
						INVOICE TOTAL:		-54.10
591431	06/22/21	01	PRIMER	01-003-003-4670			07/22/21	16.26
				MAINTENANCE SUPPLIES				
						INVOICE TOTAL:		16.26
591532	06/22/21	01	WINDSHIELD WASH	01-002-002-4110			07/22/21	4.84
				MAINTENANCE - VEHL.				
						INVOICE TOTAL:		4.84
591623	06/23/21	01	COMPRESSOR FITTING	01-003-003-4680			07/23/21	1.39
				OPERATING SUPPLIES				
						INVOICE TOTAL:		1.39
591697	06/24/21	01	NEEDLE SCALER	01-003-003-4670			07/24/21	199.00
				MAINTENANCE SUPPLIES				
						INVOICE TOTAL:		199.00

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HAAUPA	HAMPSHIRE AUTO PARTS							
591755	06/24/21	01	PAINT	01-003-003-4680			07/24/21	13.84
				OPERATING SUPPLIES				
							INVOICE TOTAL:	13.84
							VENDOR TOTAL:	1,229.28
HAEA	HAMPSHIRE EAST, LLC							
062921	06/29/21	01	TO CLOSE ESCROW ACCOUNTS	01-000-000-2080			06/29/21	470.40
				CROWN - COMPOST ESCROW ACC				
		02	TO CLOSE ESCROW ACCOUNTS	01-000-000-2081				3,305.30
				CROWN - 10 A SALE ESCROW A				
							INVOICE TOTAL:	3,775.70
							VENDOR TOTAL:	3,775.70
HAFD	HAMPSHIRE FIRE PROTECTION							
061521	06/15/21	01	FEE RELEASE	63-001-004-4800			07/15/21	2,188.86
				FIRE TRAN DISB - HAMPSHIRE				
							INVOICE TOTAL:	2,188.86
							VENDOR TOTAL:	2,188.86
HAIN	HAWKINS, INC.							
4956649	06/08/21	01	WWTP	30-001-003-4680			07/08/21	330.00
				OPERATING SUPPLIES				
							INVOICE TOTAL:	330.00
							VENDOR TOTAL:	330.00
HAMCHA	HAMPSHIRE CHAMBER OF COMMERCE							
061521	06/15/21	01	CHAMBER INITIATIVES GRANT	07-002-002-4377			07/15/21	6,000.00
				CHAMBER INITIATIVES				
							INVOICE TOTAL:	6,000.00
							VENDOR TOTAL:	6,000.00

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HAPD HAMPSHIRE PARK DISTRICT								
061521	06/15/21	01	TRANSITION FEE DISTRIBUTION	62-001-004-4800			07/15/21	14,612.40
				PARK TRAN FEE - DISB				
							INVOICE TOTAL:	14,612.40
							VENDOR TOTAL:	14,612.40
HAWA HAMPSHIRE WEST, LLC								
062921	06/29/21	01	TO CLOSE ESCROW ACCOUNT	01-000-000-2082			06/29/21	3,819.90
				CROWN - WETLAND MIT ESCROW				
							INVOICE TOTAL:	3,819.90
							VENDOR TOTAL:	3,819.90
IPODBA IPO/DBA CARDUNAL OFFICE SUPPLY								
4984490-0	06/18/21	01	OFFICE SUPPLIES	01-001-003-4650			06/28/21	2.31
				OFFICE EXPENSE & SUPPLIES				
							INVOICE TOTAL:	2.31
							VENDOR TOTAL:	2.31
IPRF ILLINOIS PUBLIC RISK FUND								
70389	06/14/21	01	AUG WORKERS' COMP	01-001-002-4210			08/01/21	2,127.34
				LIABILITY/WKRS COMP				
		02	AUG WORKERS' COMP	30-001-002-4210				2,127.33
				LIABILITY INSURANCE				
		03	AUG WORKERS' COMP	31-001-002-4210				2,127.33
				LIABILITY INSURANCE				
							INVOICE TOTAL:	6,382.00
							VENDOR TOTAL:	6,382.00
JOHU JOHN HUFF								
060221	06/02/21	01	PHONE STIPEND MAY 2021	01-002-002-4230			07/02/21	40.00
				COMMUNICATION SERVICES				
							INVOICE TOTAL:	40.00
							VENDOR TOTAL:	40.00

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KCCC	JEFFREY R KEEGAN							
061421	06/14/21	01	VH JANITORIAL SERVICE	01-001-002-4380			07/14/21	160.00
		02	PD JANITORIAL SERVICE	01-002-002-4380				240.00
				OTHER PROF.SERVICES-VILLAG				
				OTHER PROF.SERV.				
						INVOICE TOTAL:		400.00
062821	06/28/21	01	VH JANITORIAL SERVICE	01-001-002-4380			06/28/21	160.00
		02	PD JANITORIAL SERVICE	01-002-002-4380				240.00
				OTHER PROF.SERVICES-VILLAG				
				OTHER PROF.SERV.				
						INVOICE TOTAL:		400.00
						VENDOR TOTAL:		800.00
KONICA	KONICA MINOLTA PREMIER FINANCE							
5015580981	06/17/21	01	COPIER	01-002-002-4340			08/02/21	170.09
				PRINT/ADV/FORMS				
						INVOICE TOTAL:		170.09
						VENDOR TOTAL:		170.09
LEDR	L.E.D. RITE LLC							
7830	06/15/21	01	LED BULBS	01-003-002-4270			07/15/21	540.00
				STREET LIGHT MAINT.				
						INVOICE TOTAL:		540.00
						VENDOR TOTAL:		540.00
MAKR	MARC KRESMERY CONSTRUCTION LLC							
5088	06/25/21	01	SCAFFOLDING BRACKET INSTALL	31-001-002-4120			07/10/21	915.64
				MAINT. EQUIP				
						INVOICE TOTAL:		915.64
						VENDOR TOTAL:		915.64
MCGIN	MCGINTY BROS. INC.							

INVOICES DUE ON/BEFORE 09/30/2021

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

MCGIN	MCGINTY BROS. INC.							
223472	06/09/21	01	PRAIRIE MAINTENANCE	52-001-002-4931 SSA#11			07/09/21	1,000.00
							INVOICE TOTAL:	1,000.00
							VENDOR TOTAL:	1,000.00
MEMACA	METROPOLITAN MAYOR CAUCUS							
2020-127	08/19/20	01	MEMBERSHIP DUES	01-001-002-4430 DUES			09/19/20	250.34
							INVOICE TOTAL:	250.34
							VENDOR TOTAL:	250.34
MENA	MENARDS - SYCAMORE							
46446	04/29/21	01	SUPPLIES	01-003-003-4670 MAINTENANCE SUPPLIES			05/29/21	180.31
							INVOICE TOTAL:	180.31
48614	06/09/21	01	SUPPLIES	01-003-003-4670 MAINTENANCE SUPPLIES			07/09/21	109.44
							INVOICE TOTAL:	109.44
							VENDOR TOTAL:	289.75
METI	METROPOLITAN INDUSTRIES, INC.							
INV028590	06/10/21	01	EMERGENCY TRANSDUCER REPLMT	31-001-002-4160 MAINT. UTILITY SYSTEM			06/10/21	3,404.00
							INVOICE TOTAL:	3,404.00
							VENDOR TOTAL:	3,404.00
MIAM	MIDAMERICAN ENERGY SERVICES							
060921	06/09/21	01	455525	30-001-002-4260 UTILITIES			08/09/21	2,920.93

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MIAM	MIDAMERICAN ENERGY SERVICES							
060921	06/09/21	02	455526	30-001-002-4260			08/09/21	251.15
				UTILITIES				
		03	455570	30-001-002-4260				4,705.00
				UTILITIES				
		04	455571	31-001-002-4260				10,630.55
				UTILITIES				
							INVOICE TOTAL:	18,507.63
							VENDOR TOTAL:	18,507.63
MISA	MIDWEST SALT							
P458076	06/10/21	01	WATER TREATMENT SALT	30-001-003-4680			07/10/21	3,150.75
				OPERATING SUPPLIES				
							INVOICE TOTAL:	3,150.75
							VENDOR TOTAL:	3,150.75
NICOR	NICOR							
061121	06/11/21	01	19-61-05-1000 0	31-001-002-4260			07/27/21	39.94
				UTILITIES				
		02	87-56-68-1000 5	30-001-002-4260				692.15
				UTILITIES				
		03	66-55-16-4647 5	31-001-002-4260				129.01
				UTILITIES				
		04	96-71-05-6761 9	31-001-002-4260				41.74
				UTILITIES				
							INVOICE TOTAL:	902.84
							VENDOR TOTAL:	902.84
OFDE	OFFICE DEPOT, INC.							
175151746001	06/08/21	01	PAPER/TAPE DISPENSER/SOAP	01-002-003-4650			07/10/21	70.88
				OFFICE SUPPLIES				
							INVOICE TOTAL:	70.88
							VENDOR TOTAL:	70.88

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PAHCS	PAHCS II/NORTHWESTERN MED OCC							
513394	05/28/21	01	RANDOM TESTING ANNUAL FEE	01-003-002-4380			06/28/21	35.00
				OTHER PROFESSIONAL SERVICE				
							INVOICE TOTAL:	35.00
							VENDOR TOTAL:	35.00
PIBO	RESERVE ACCOUNT							
061521	06/15/21	01	46128179	01-002-002-4320			07/15/21	100.00
				POSTAGE				
							INVOICE TOTAL:	100.00
							VENDOR TOTAL:	100.00
RAHE	RANDY HENNIG							
062321	06/23/21	01	MAIL BOX REIMBURSEMENT	01-003-002-4130			07/23/21	45.00
				MAINTENANCE - STREETS				
							INVOICE TOTAL:	45.00
							VENDOR TOTAL:	45.00
ARKQUSE	RK QUALITY SERVICES							
18310	06/28/21	01	MOUNT AND BALANCE TIRE	01-002-002-4110			07/28/21	27.00
				MAINTENANCE - VEHL.				
							INVOICE TOTAL:	27.00
18311	06/28/21	01	OIL CHANGE	01-002-002-4110			06/29/21	42.47
				MAINTENANCE - VEHL.				
							INVOICE TOTAL:	42.47
18314	06/28/21	01	OIL CHANGE AND TIRE REPAIR	01-002-002-4110			06/29/21	102.31
				MAINTENANCE - VEHL.				
							INVOICE TOTAL:	102.31
							VENDOR TOTAL:	171.78
RNOW	RNOW, INC							

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RNOW	RNOW, INC							
2021-60378	06/23/21	01	SWEEPER BROOMS	01-003-003-4680			07/23/21	365.00
				OPERATING SUPPLIES				
							INVOICE TOTAL:	365.00
							VENDOR TOTAL:	365.00
RYGR	RYAN GRANIAS							
043021	04/30/21	01	RG PHONE STIPEND APRIL 2021	01-002-002-4320			06/29/21	40.00
				POSTAGE				
							INVOICE TOTAL:	40.00
062921	06/29/21	01	RG PHONE STIPEND MAY 2021	01-002-002-4230			06/29/21	40.00
				COMMUNICATION SERVICES				
		02	RG PHONE STIPEND JUNE 2021	01-002-002-4230				40.00
				COMMUNICATION SERVICES				
							INVOICE TOTAL:	80.00
							VENDOR TOTAL:	120.00
RYHOM	RYAN HOMES							
062821	06/28/21	01	RETURN TO TEMP OCCUPANCY BONDS	01-000-000-2040			07/28/21	17,500.00
				TEMPORARY OCCUPANCY BOND				
							INVOICE TOTAL:	17,500.00
							VENDOR TOTAL:	17,500.00
SERPR	SERVICE PRINTING CORPORATION							
31252	06/18/21	01	NO/SD/JM BUSINESS CARDS	01-002-002-4340			07/05/21	195.00
				PRINT/ADV/FORMS				
							INVOICE TOTAL:	195.00
31253	06/18/21	01	ENVELOPE - 9 X 12 BOOKLET	01-002-002-4340			07/18/21	175.00
				PRINT/ADV/FORMS				
							INVOICE TOTAL:	175.00
							VENDOR TOTAL:	370.00

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SIARA	SIGN A RAMA							
9961	06/22/21	01	SKIDSTEE/LOADER NEW GRAPHICS	01-003-002-4110			06/22/21	140.00
				MAINTENANCE - VEHICLES				
		02	12 VEHICLES NEW GRAPHICS	01-003-002-4110				2,040.00
				MAINTENANCE - VEHICLES				
		03	VEHICLE NEW GRAPHICS	31-001-003-4670				395.00
				MAINTENANCE SUPPLIES				
		04	VEHICLE NEW GRAPHICS	30-001-003-4670				395.00
				MAINTENANCE SUPPLIES				
							INVOICE TOTAL:	2,970.00
							VENDOR TOTAL:	2,970.00
SIDE	SILVERTHORNE DEVELOPMENT							
062821	06/28/21	01	RETURN TO TEMP OCCUPANCY BONDS	01-000-000-2040			07/28/21	2,500.00
				TEMPORARY OCCUPANCY BOND				
							INVOICE TOTAL:	2,500.00
							VENDOR TOTAL:	2,500.00
STRE	STREICHER'S							
I1508625	06/15/21	01	UNIFORM	01-002-003-4690			07/15/21	200.00
				UNIFORMS				
							INVOICE TOTAL:	200.00
I1509793	06/22/21	01	UNIFORMS	01-002-003-4690			07/23/21	195.00
				UNIFORMS				
							INVOICE TOTAL:	195.00
I1510003	06/23/21	01	UNIFORMS	01-002-003-4690			07/23/21	78.00
				UNIFORMS				
							INVOICE TOTAL:	78.00
I1510028	06/23/21	01	SUPPLIES	01-002-003-4680			07/23/21	110.40
				OPERATING SUPPLIES				
							INVOICE TOTAL:	110.40

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STRE	STREICHER'S							
i1508382	06/14/21	01	UNIFORM	01-002-003-4690			07/14/21	180.00
				UNIFORMS				
							INVOICE TOTAL:	180.00
							VENDOR TOTAL:	763.40
TRSO	TRYAD SOLUTIONS, INC.							
1897-SPRINGAPPAREL20	06/23/21	01	BP UNIFORM	01-003-003-4690			07/23/21	76.00
				UNIFORMS-RENTAL				
		02	JB UNIFORM	01-003-003-4690				79.00
				UNIFORMS-RENTAL				
		03	AK UNIFORM	01-003-003-4690				46.25
				UNIFORMS-RENTAL				
		04	DS UNIFORM	01-003-003-4690				124.75
				UNIFORMS-RENTAL				
		05	AS UNIFORM	01-003-003-4690				17.10
				UNIFORMS-RENTAL				
		06	DG UNIFORM	01-003-003-4680				10.40
				OPERATING SUPPLIES				
		07	GF UNIFORM	01-003-003-4690				103.95
				UNIFORMS-RENTAL				
		08	DECORATION AND FREIGHT	01-003-003-4680				261.78
				OPERATING SUPPLIES				
							INVOICE TOTAL:	719.23
							VENDOR TOTAL:	719.23
TRUN	TREES UNLIMITED C P INC							
8292	06/15/21	01	STUMP REMOVAL	01-003-002-4160			07/15/21	900.00
				MAINTENANCE-TREE REMOVAL				
							INVOICE TOTAL:	900.00
							VENDOR TOTAL:	900.00
USBL	USA BLUEBOOK							

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USBL	USA BLUEBOOK							
643541	06/24/21	01	DRAIN FLUSHER/PAPER FILTER	31-001-003-4670			07/24/21	669.38
				MAINTENANCE SUPPLIES				
						INVOICE TOTAL:		669.38
643629	06/24/21	01	QUILL AND LONG HANDLE DIPPER	31-001-003-4670			07/24/21	230.90
				MAINTENANCE SUPPLIES				
						INVOICE TOTAL:		230.90
						VENDOR TOTAL:		900.28
VWPD	VERIZON WIRELESS							
9882043666	06/15/21	01	PD CELLULAR	01-002-002-4230			07/15/21	396.46
				COMMUNICATION SERVICES				
						INVOICE TOTAL:		396.46
						VENDOR TOTAL:		396.46
VWVH	VERIZON WIRELESS							
9879894743	05/15/21	01	ADM	01-001-002-4230			06/07/21	109.20
				COMMUNICATION SERVICES				
		02	PD	01-002-002-4230				200.18
				COMMUNICATION SERVICES				
		03	STREETS	01-003-002-4230				304.99
				COMMUNICATION SERVICES				
		04	WATER	30-001-002-4230				388.63
				COMMUNICATION SERVICES				
		05	SEWER	31-001-002-4230				352.60
				COMMUNICATIONS SERVICES				
						INVOICE TOTAL:		1,355.60
9882043667	06/15/21	01	ADM	01-001-002-4230			07/07/21	25.67
				COMMUNICATION SERVICES				
		02	PD	01-002-002-4230				278.02
				COMMUNICATION SERVICES				

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VWVH	VERIZON WIRELESS							
9882043667	06/15/21	03	STREETS	01-003-002-4230			07/07/21	304.99
				COMMUNICATION SERVICES				
		04	WATER	30-001-002-4230				180.28
				COMMUNICATION SERVICES				
		05	SEWER	31-001-002-4230				145.82
				COMMUNICATIONS SERVICES				
							INVOICE TOTAL:	934.78
							VENDOR TOTAL:	2,290.38
							TOTAL ALL INVOICES:	125,482.49