



Village of Hampshire
Village Board Meeting
Thursday November 1, 2012 – 7:00 PM
Hampshire Village Hall – 234 S. State Street

AGENDA

- 1) Call to Order
- 2) Establish Quorum (Physical and Electronic)
- 3) Pledge of Allegiance
- 4) Citizen Comments
- 5) Approval of Minutes – October 18, 2012
- 6) Village President's Report
- 7) Village Administrator's Report
 - a) 2013 Village Holiday Schedule
 - b) 2013 Village Board Meeting Schedule
 - c) Ordinance Amending the Liquor Control Regulations of the Village to confirm the total number of licenses available under All Classifications of Liquor Licenses.
 - d) Approval of quote from Braniff Communications for the Migration of Four Existing Warning Sirens to 12.5 kHz narrow band RF Operation to Comply with the Federal Mandate.
 - e) Staff Recommendation to accept a Proposal from Jacobsen and Associates in the amount of \$1,500 for the completion of a report updating the Value of an Acre of Improved, Residential Real Estate for Use in the Village's Impact Fee Ordinance.
 - f) An Ordinance Authorizing Towing and Impoundment of Motor Vehicles, and Imposition and Collection of an Administrative processing fee Therefor, in the Village.
 - g) Release of Maintenance Bond for Lakewood Crossing Public Improvements.
- 8) Village Board Committee Reports
 - a) Economic Development
 - b) Finance
 1. Accounts Payable
 - c) Planning/Zoning
 - d) Public Safety
 - e) Public Works
 - f) Village Services
 - g) Fields & Trails
- 9) New Business
- 10) Announcements
- 11) Executive Session Executive Session: Release of Executive Minutes, Probable or Imminent Litigation, under 2(c)(11).
- 12) Any items to be reported and acted upon by the Village Board after returning to open session
- 13) Adjournment

VILLAGE OF HAMPSHIRE - BOARD OF TRUSTEES

Meeting Minutes – October 18, 2012

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, October 18, 2012.

Present: George Brust, Martin Ebert, Jan Kraus, Orris Ruth, Jerry Shepardson, Rob Whaley.

Absent: None

Staff & Consultants present: Village Administrator Doug Maxeiner, Hampshire Chief Thompson, Village Attorney Mark Schuster, and Village Engineer Julie Morrison (EEI).

A quorum was established.

President Magnussen led the Pledge of Allegiance

Trustee Brust moved, to approve the minutes of October 4, 2012. Changing the wording on page two; changing to delete and add 20 after Route.

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

VILLAGE PRESIDENT'S REPORT

President Magnussen read and signed the Proclamation for the Hampshire-Henpeck Unit of Kane County Association for Home and Community Education.

VILLAGE ADMINISTRATOR'S REPORT

Mr. Zwemke reported on behalf of the Hampshire Chamber the following upcoming events: November 21st, President Magnussen and Village Administrator Maxeiner will be updating the Chamber current events in the Village. Sunday December 1st Santa is coming to Hampshire, Chamber Christmas party will be at Blackstone in Marengo and Business Expo will be one day only March 16, 2013. Details will follow.

Presentation by Art Zwemke Regarding the proposed age restricted Hampshire Grove Subdivision.

Developer Mr. Zwemke discussed a new concept plan for Hampshire Grove – 55+ community. The 30 acre is no longer part of the proposed development Jean Joseph claimed it back, There is 451 acres in total and RALC Hampshire owns 403 acres, and 48 acres is owned by Hampshire Investors, LLC.

Single Family homes are no longer in the plan, lots available was 883 which is now 848 lots, less units, since this will not impact the schools with children going there Mr. Zwemke is asking not to pay school impact fees, the schools will get their money from property taxes, less traffic trips in and out plus per household 1 ½ people which means less usage for water and sewer Mr. Zwemke would like to see the water/sewer to be adjusted to accommodate this development.

Now that Crown will not be bringing the sewer and water up to Big Timber, RALC will need to bring it through and up to Route 20 to the truck stop eventually Well House 7 could be abandon. Mr. Zwemke reported that the road way Ridgeview will not be the main road, Widmayer will be the main road from Big Timber to Route 20, with that RALC will be expanding Big Timber and put at the intersection at Big Timber and Widmayer stop lights with their own monies.

RALC will donate land to the Park District 20 acres and to the Village 16 acres. Also, 12 acres to the school to store their buses. The school has declined to use it, the Village will probably take the money in lieu of land. This whole concept plan was to bring the Village board up to date of what has transpired and to discuss this, no action to be taken.

Hampshire West, LLC, disbursement request #26 from SSA #19 Bond Fund in the amount of \$32,000 for reimbursement of the Chemical Feed Building Roof according to the terms of the Agreement with the Village dated December 15, 2011.

Trustee Whaley moved, to approve Hampshire West, LLC, disbursement request #26 from SSA #19 Bond Fund in the amount of \$32,000 for reimbursement of the Chemical Feed Building Roof according to the terms of the Agreement with the Village dated December 15, 2011.

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

After board discussion regarding uncompleted paperwork not in detail Village Administrator Maxeiner asked if it would please the board to bring these matters before the close out of a project and place it on the agenda. The consensus of the board agreed that would be a good idea.

Request for 1) the Village Board to Schedule a Public Hearing on November 15, 2012 for the purpose of hearing the proposed 2012 Tax Levy and 2) Approval of the attached Resolution determining the Levy Request for the 2012 Tax Year.

Trustee Ebert moved, to approve Resolution 12-15; determining the amount of funds to be levied for the 2012 tax year through real estate taxes for the Village of Hampshire, Kane County, Illinois.

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

Trustee Sheapardson moved, to approve to schedule the public hearing on November 15, 2012 for the purpose of hearing the proposed 2012 tax levy.

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

Award of Contract to Sign-A-Rama in the amount of \$4,675 for the Purchase of Signs, poles accessories for the Way finding sign program to be paid from the Hotel/Motel Fund.

Trustee Whaley moved, to award the contract to Sign-A-Rama not to exceed \$5,075, and install 10 ft. pole instead of 12 ft. for the Way finding Sign Program to be paid from the Hotel/Motel Fund.

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

VILLAGE BOARD COMMITTEE REPORTS

a. Economic Development

Trustee Brust reported the next meeting is scheduled Tuesday November 13, 2012 at 5:30. Topic of discussion will be business recruitment. October meeting was cancelled due to scheduling problems between committee members. Trustee Brust announced there should be an active member who will attend these meetings for example Trustee Ruth is available since he is always there at these meeting.

b. Finance

Accounts Payables

Trustee Shepardson moved, to approve accounts payable in the amount of \$304,532.05 to be paid on or before October 25, 2012.

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

c. Planning/Zoning

No report.

d. Public Safety

Trustee Brust will be having a public safety meeting October 22, 2012, at 4 p.m. at Hampshire Fire Barn. Discussion will be on large group gathering. Trustee Brust will be going to Kane County tomorrow and personally hand deliver Resolution 12-14 approving changes to names of certain streets and roadways to four particular individuals at the County.

e. Public Works

No report

f. Village Services

Trustee Kraus announced she just finished and completed five years of recycling. Trustee Ruth brought her a cup of coffee along with a donut with five candles on it.

g. Field & Trails

Trustee Ruth will be having a meeting on October 25, 2012 at 5:30 p.m. to discuss the upcoming budget.

Announcements

President Magnussen announced there is an opening for a Street Tech in our Street Department, Brent Hermann recently resigned.

Executive Session

Trustee Ebert moved, to adjourn to executive session to discuss Probable, Pending or Imminent Litigation under Section 2(c) (11), Open Meetings Act, at 8:26 p.m.

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

The Village Board reconvened at 8:51 PM

Trustee Kraus mentioned on developers coming to the board if they can get the paperwork at least 7 or 6 days prior before the board meeting so they have time to look them over especially over the weekend.

Adjournment

Trustee Ebert moved, to adjourn the Village Board meeting at 8:54 p.m.

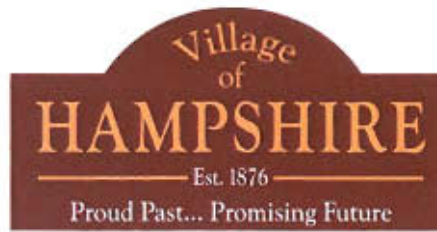
Seconded by Trustee Brust
Motion carried by voice vote
Ayes: All
Nays: None
Absent: None

Linda Vasquez, Village Clerk

HOLIDAY SCHEDULE 2013

The Village of Hampshire will observe the following holidays. On these days Village Hall and Public Works will be closed.

Friday before Easter	Friday, March 29
Memorial Day	Monday, May 27
Independence Day Observed	Thursday, July 4
Labor Day	Monday, September 2
Thanksgiving	Thursday, November 28
Friday after Thanksgiving	Friday, November 29
Christmas Eve	Tuesday, December 24
Christmas Day Observed	Wednesday, December 25
New Year's Eve	Tuesday, December 31
New Year's Day Observed	Wednesday, January 1



HAMPSHIRE VILLAGE BOARD

NOTICE OF MEETING DATES 2013


All regular meetings of the Village Board of Trustees for the Village of Hampshire will be held on the first, and third Thursday of each month at 7:00 p.m. at the Village Hall, Hampshire, IL.

January	3		
January	17	July	18
February	7	August	1
February	21	August	15
March	7	September	5
March	21	September	19
April	4	October	3
April	18	October	17
May	2	November	7
May	16	November	21
June	6	December	5
June	20	December	19

Linda R. Vasquez, Village Clerk

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Doug Maxeiner, Village Administrator 

FOR: November 1, 2012 Village Board Meeting

RE: An Ordinance Amending the Liquor Control Regulations of the Village to Confirm the Total Number of Licenses Available Under All Classifications of Liquor Licenses

Background. It recently came to staffs' attention that the current Village Code contains inaccurate information about the number of liquor licenses available and currently held by local businesses. It is in the best interests of the Village to have the number of liquor licenses available in the Village Code match the actual licenses issued to businesses at any one time.

Analysis. The existing Village Code shows three licenses in the B-2 Package Sales/ Convenience Store category and ten total licenses. In fact, there are only two B-2 licenses with nine licenses in total. The attached ordinance adjusts the licenses to the correct number.

Recommendation. Staff recommends approval of the ordinance amending the liquor control regulations of the Village to confirm the total number of licenses available under all classifications of liquor licenses.

No. 12 - ____

**AN ORDINANCE
AMENDING THE LIQUOR CONTROL REGULATIONS OF
THE VILLAGE TO CONFIRM THE TOTAL NUMBER OF LICENSES
AVAILABLE UNDER ALL CLASSIFICATIONS OF LIQUOR LICENSE
IN THE VILLAGE**

WHEREAS, the Village has previously enacted Liquor Control Regulations governing the sale of alcoholic liquors in the Village, Chapter 3: Business Regulations, Article 1: Alcoholic Liquor Regulations; and

WHEREAS, said regulations govern the number of licenses available for use in the Village; and

WHEREAS, the Village currently has established the following number of licenses for various classifications of license allowed under such regulations:

Class A-1	Taverns/Carryout	1
Class A-2	Taverns/No Carryout	0
Class B-1	Package Sales	4
Class B-2	Package Sales/Convenience Store	2
Class C-1	Restaurants/Retail Sale- beer, wine	1
Class C-2	Restaurants/Service of Food	0
Class C-3	Restaurants/Outdoor Seating	1
Class C-4	Restaurants/Retail Sale	0
Class D	Hotels/motels	0
Class E	Banquets	0
Class F	Clubs	0
Class G	Special Events	0
Class H	Beauty salon or spa	0
Total		<hr/> 9

WHEREAS, in Ordinance No. 12-09, the number(s) were misstated, and the Corporate Authorities desire to state accurately the number of licenses currently available and held in each category of license; and

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

Section 1. The Hampshire Municipal Code of 1985, as amended, shall be and hereby is further amended, and in particular, Ordinance No. 12-09 shall be and is hereby amended, to state the number(s) of licenses for alcoholic liquors currently available and issued to businesses in the Village; and Section 3-1-6(N) of the Village

ABSENT: _____

ABSTAIN: _____

APPROVED THIS 1st DAY OF NOVEMBER, 2012.

Jeffrey Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk


CURRENT LIST OF LICENSE HOLDERS

(For Reference)

Class A-1	Taverns/Carryout	1	The Kave (Corner Spot, Inc.)
Class A-2	Taverns/No Carryout	0	
Class B-1	Package Sales	4	Road Ranger Tuscan Sun (CJMS, Inc.) Arrowhead (Chicagoland Traders) Sunshine Liquors
Class B-2	Package Sales/Convenience Store	2	Casey's General Store Marathon (Hampshire Gasoline, Inc.)
Class C-1	Restaurants/Retail Sale- beer, wine	1	Corkshire Pub (K&M)
Class C-2	Restaurants/Service of Food	0	
Class C-3	Restaurants/Outdoor Seating	1	Red Ox (Maria & Vikki, Inc.)
Class C-4	Restaurants/Retail Sale	0	
Class D	Hotels/motels	0	
Class E	Banquets	0	
Class F	Clubs	0	
Class G	Special Events	0	
Class H	Beauty salon or spa	0	
Total		9	

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Doug Maxeiner, Village Administrator 

FOR: November 1, 2012 Village Board Meeting

RE: Approval of Quote from Braniff Communications for the Migration of Four Existing Warning Sirens to 12.5 kHz Narrowband RF Operation to Comply with a Federal Mandate

Background. The Federal Communications Commission (FCC) and the Public Safety and Homeland Security Bureau announced some time ago that all public safety agencies (and industrial/business licenses) will be required to convert existing radios from wide band frequencies (25 MHz) to narrowband (12.5 MHz) by January 1, 2013. This move was made to relieve congested radio airspace and increase channel availability for public safety systems. After considerable discussion about delaying the implementation of this standard, the FCC recently reaffirmed the January 1, 2013 deadline.

The Village of Hampshire operates four early warning sirens manufactured by Federal Signal that operate on the wideband platform. Due to their age, three of the four require significant upgrades to be able to operate on the narrowband platform. Upon learning of the FCC reaffirmation of the January 1, 2013 deadline, staff sought quotes to convert the sirens to comply with the narrowband requirement. Braniff Communications is the only authorized factory repair vendor serving the northern Illinois area for Federal Signal equipment and is the only source from which to obtain these services.

Analysis. The attached quotation for \$4,655 dollars will modify the four existing early warning sirens in the Village to comply with the federal mandate. Since this is a sole source project, staff requests authorization to accept the quote by Braniff Communications to initiate the conversion process. Per Braniff, please note there is an 8-10 week lead time on equipment delivery after ordering. Funding for the project will be absorbed within the operating budget of the Police Department.

Recommendation. Staff requests authorization to accept the quote from Braniff Communications in the amount of \$4,655 for the conversion of the early warning sirens from wideband to narrowband frequency as required by the FCC.

BRANIFF COMMUNICATIONS, INC.4741 W. 136th Street, Crestwood, Illinois 60445

Voice: (708) 597-3200 Fax: (708) 597-3307

QUOTATION

QUOTATION NO. MUST BE REFERENCED ON YOUR PURCHASE ORDER.

PAGE 1

QUOTATION NO.: BCI-IS102112A.1

QUOTE DATE: October 21, 2012

QUOTE EFFECTIVE THRU: December 31, 2012

TERMS: Net 30 Days

SHIP VIA: Field Service

QUOTED TO:

Hampshire Police Department
 Attn: Brian Thompson, Chief
 200 Industrial Drive
 Hampshire, Illinois 60140
 Voice: 847-683-2246
 Fax:
 E-Mail: bthompson@hampshireil.org

SHIP TO:

Hampshire Police Department
 Attn: Brian Thompson, Chief
 200 Industrial Drive
 Hampshire, Illinois 60140

MODEL/PART NUMBER	DESCRIPTION	QTY.	UNIT COST	EXT. COST
MIGRATION OF FOUR (4) EXISTING HAMPSHIRE WARNING SIRENS TO 12.5kHz NARROWBAND RF OPERATION				
Q-FCMH-N-PCBA	Federal Signal FCM+ Series Controller PCBA, 150-174MHz, 12.5kHz NB, 6 Function, Multi-Format Decoder, Programmable, 120/240VAC, 48VDC	3.0	\$1,260.00	\$3,780.00
Q-NB-KIT	Kit, NB Conversion, FCM Series Controller, Supports FS 2005026 & 2005240 Series Receiver Modules.	1.0	\$75.00	\$75.00
LABOR-FIELD SERV	Labor, Field Service Technician, on-site labor services to install replacement NB RF Controllers and upgrade kits as well as related programming, alignment & acceptance testing at four (4) existing siren sites in Hampshire, includes related travel time.	1.0	\$800.00	\$800.00

QUOTATION NOTES:

1. Narrowband migration of existing RF base station radio equipment, if applicable, is not included.
2. An 8 - 10 Week lead time, ARO, applies to equipment delivery.
3. Permits, bonds, licenses and fees, if applicable and required, are not included and will be additional.

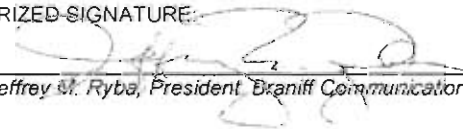
SUBTOTAL:	\$4,655.00
SALES TAX:	\$0.00
SHIPPING & HANDLING:	\$0.00
TOTAL:	\$4,655.00

TERMS:

1. Upon receipt of your order and acceptance by Braniff Communications, Inc., the equipment and/or labor services quoted herein will be supplied at the quoted prices listed above.
2. Prices are firm for **60 Days** from the date of Quotation unless otherwise noted.
3. Upon order acceptance, prices are firm for **90 Days** unless otherwise noted.
4. Delivery schedule cannot be established until any required RF or tone decode format data is supplied, if applicable.
5. This Quotation is expressly subject to acceptance by Buyer of all Terms stated above as well as all terms outlined on the attached Terms of Sale (Form #045-10136).

PURCHASE ORDER MUST BE MADE OUT TO:

Braniff Communications, Inc.
 4741 West 136th Street
 Crestwood, Illinois 60445
 USA
 Voice: (708) 597-3200
 Fax: (708) 597-3307

AUTHORIZED SIGNATURE:


Jeffrey M. Ryba, President Braniff Communications, Inc.

ACCEPTED BY:

Date: _____

TERMS OF SALE

(1) **AGREEMENT AND LIMITATIONS.** The agreement between Seller and Buyer (the "sales contract") with respect to the sale of goods ("the goods") described on the attached quotation shall consist of the terms hereon and as outlined on the attached quotation together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to Seller unless specifically agreed to by Seller in writing. Except as expressly stated in the sales contract, no reference to Buyer's purchase order or other communication from Buyer shall be deemed to incorporate by reference any terms appearing therein. The sales contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreement not reduced to a writing signed by Seller, to the extent they modify, add to, detract from, supplant or explain the sales contract, shall not be binding on Seller.

(2) **TERMINATION OR MODIFICATION.** The sales contract may be modified or terminated only upon Seller's written consent except that stenographic and clerical errors are subject to correction by Seller or upon Seller's written consent. If Seller shall declare or consent to a termination of the sales contract, in whole or in part, Buyer, in the absence of contrary written agreement signed by Seller, shall pay termination charges based upon expenses and costs incurred in the production of the goods or in the performance of the service to the date such termination is accepted by Seller including, but not limited to, expenses of disposing of materials on hand or on order from supplier and the losses resulting from such disposition, plus a reasonable profit. Notwithstanding the foregoing, any goods substantially completed or services performed on or prior to such termination shall be accepted and paid for in full by Buyer.

(3) **PRICE AND PAYMENT.** Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where specified shipment date is later than 90 days from date of order. Unless otherwise specified in the sales contract or Seller's applicable price list, prices are F.O.B. Seller's point of shipment, and terms of payment are NET 30 days from the date of invoice. If the sales contract is for more than one unit of goods, the goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event each such shipment shall be paid for separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Minimum billing per order is \$25.00.

(4) **RISK OF LOSS.** The risk of loss of the goods or any part thereof shall pass to the Buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) **TAXES.** Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

(6) **DELIVERY.** Promises of delivery from stock are subject to prior sale. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any damages as a result of any delay caused or contributed to by circumstances beyond Seller's reasonable control.

(7) **DEDUCTIONS AND RETURNS.** Deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

(8) **INSPECTION.** Buyer shall inspect the goods immediately upon the receipt thereof. All claims for any alleged defects in Seller's performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within thirty days of Buyer's receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer.

(9) **LIMITED WARRANTY.** Braniff Communications, Inc. warrants each new product manufactured by Braniff to be free from defect in material and workmanship, under normal use and service, for a period of two years on parts replacement and one year on labor from the date of delivery to the first user-purchaser. During this warranty period, the obligation of Braniff is limited to repairing or replacing, as Braniff may elect, any parts of such product which, after examination by Braniff disclosed to be defective in material and/or workmanship. Braniff will provide warranty for any unit which is delivered, transported prepaid, to Braniff's facility or designated authorized warranty service center for examination and such examination reveals a defect in material and/or workmanship. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. Braniff's warranty shall not apply to components or accessories, not manufactured by Braniff, that have a separate warranty by the original manufacturer, such as, but not limited to, distributed emergency lighting, warning and notification equipment and batteries. This warranty does not extend to any unit which has been subject to abuse, misuse, improper installation or which has been inadequately maintained, nor to units which have problems relating to service or modification at any facility other than Braniff's facility or authorized warranty service centers. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BRANIFF BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY SUCH DEFECTS IN MATERIAL OR WORKMANSHIP.**

(10) **REMEDIES AND LIMITATIONS OF LIABILITY.** In the event Seller is claimed to have breached any of its obligations under the sales contract, whether of warranty or otherwise, Seller may repair any defective goods, request the return of the goods and tender, at Seller's option, a replacement shipment of goods or the purchase price therefore paid to Seller. Seller shall tender a refund of the purchase price at its option only upon actual receipt of the goods by the Seller. If Seller so requests the return of the goods, the goods will be redelivered to Seller, transportation prepaid, in accordance with Seller's instructions. The remedies contained in this and the preceding paragraph constitute the sole recourse against Seller for breach of any Seller's obligations under the sales contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damage nor shall Seller's liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the sales contract or the manufacturer, sale, delivery or use of the goods exceed the purchase price of the goods. Seller shall not be liable for failure to perform its obligation under the sales contract resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; civil or military authority; priorities, fires; war; riot; delays in transportation; lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control, whether similar or dissimilar to the foregoing.

(11) **PATENTS.** Seller shall hold Buyer harmless, to the extent herein provided, against any rightful claim of any third person by way of infringement of any United States Letters Patent by such goods as are of Seller's own manufacture, but if Buyer furnished specifications to Seller, Buyer shall hold Seller harmless against any such infringement claims which arise out of compliance with such specifications. Seller's agreement in this paragraph to hold Buyer harmless shall not apply to any infringement consisting of the use of goods manufactured by the Seller as a part of any combination with goods manufactured by Buyer or others. In the event that any goods manufactured by Seller are in any suit held to constitute infringement and their use is enjoined, Seller, if unable within a reasonable time to secure for Buyer the right to continue using such goods, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such goods with non-infringing goods or modify such goods so that they become non-infringing, or accept the return of the enjoined goods and refund the purchase price thereof paid by Buyer less allowance for any period of actual use thereof. Except as in this paragraph provided, Seller makes no warranty that the goods will be delivered free of the rightful claim of any third person by way of infringement or the like and Buyer's remedies will be limited to those provided in this paragraph.

(12) **ASSIGNMENT AND DELEGATION.** No right or interest in this sales contract shall be assigned by Buyer without Seller's prior written consent, and no delegation of any obligation owed, or of the performance of any obligation, by Buyer shall be made without Seller's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Notwithstanding the foregoing, if Buyer is an authorized distributor of the goods for Seller, then Seller's obligation under paragraph 9, 10 and 11 hereof, subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.


(13) **SEVERABILITY.** If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

(14) **INSTALLATION.** Installation shall be by Buyer unless otherwise specifically stated on the sales contract.

(15) **GOVERNING LAW AND LIMITATIONS.** The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Doug Maxeiner, Village Administrator 

FOR: November 1, 2012 Village Board Meeting

RE: Staff Recommendation to Accept a Proposal from Jacobsen and Associates in the Amount of \$1,500 for the Completion of a Report Updating the Value of an Acre of Improved, Residential Real Estate for Use in the Village's Impact Fee Ordinance

Background. Some time ago, the Village Board expressed an interest in getting an appraiser to update the land values used in the Village's Impact Fee Ordinance. The ordinance uses the market value of one acre of improved land as the basis for most of the impact fees assessed against new development. However, in speaking with numerous assessors over the past several months there has been considerable reluctance to accept the assignment. Several appraisers, including the one that most recently provided the value to the Village a few years ago, declined the assignment due to the lack of transaction data on which to base an analysis. In addition, appraisers have stated that any transactions included in the analysis should be on sales in which neither the buyer or seller were under financial distress.

However, after spending considerable time explaining the needs of the Village, two MAI certified appraisers have prepared proposals for consideration of the Board. The two appraisers, Jacobsen and Associates of Sycamore and Ovington Appraisal Service of South Elgin, both submitted proposals for the study at \$1,500.

Analysis. Both appraisal firms are qualified to complete the work. However, during discussions with both appraisers, it appeared that Jacobson and Associates may have more experience in this specific area having completed studies similar to this for governmental clients in the past. As such, staff would recommend hiring Jacobson and Associates to complete the appraisal study. The final report is expected to take between four to six weeks to complete.

Recommendation. Staff recommends acceptance of the proposal from Jacobson and Associates in the amount of \$1,500 for the completion of a report updating the value of an acre of improved, residential real estate for use in calculating the Village's impact fees.

JACOBSON AND ASSOCIATES, LTD.

REAL ESTATE APPRAISALS - CONSULTING

www.jacobsonandassoc.com

G. Roger Jacobson, SRA
905 N. 7th Street
Rochelle, IL 61068-1531
815/562-3459 ♦ FAX: 815-562-3450

Jeffrey A. Jacobson, MAI, SRA
445 N. Main Street
Sycamore, IL 60178
815/899-6150 ♦ FAX: 815-899-6154

October 24, 2012

Mr. Doug Maxeiner,
Village Administrator
Village of Hampshire, Illinois
234 S. State Street
PO Box 457
Hampshire, IL 60140-0457

Re: Engagement letter for appraisal service
Fair market value of improved land in the area of the village
Hampshire, Illinois 60140

Dear Mr. Maxeiner,

I appreciate the opportunity to be of service. This serves as an engagement letter for the appraisal service regarding the above mentioned property.

As discussed, the scope of this assignment is to estimate the "Fair market value of improved land in the area of the village" on a per acre basis. It is also understood the market value will be for full fully improved single family residential land.

I understand the intended use of the appraisal is to assist the village in updating land values for the purposes of the Village's Impact Fee Ordinance. Any other use is strictly prohibited. In addition, I request you seek written authorization before releasing the reports to any third party.

The estimated market value per acre will be in fee simple title, subject to any hypothetical conditions, limiting conditions, and the scope of work. The value will assume no liens or encumbrances other than normal covenants and restrictions of record. Furthermore, the appraisal will be completed in accordance with the code of professional ethics and standards of professional appraisal practice and supplemental standards of the Appraisal Institute. Also, the report will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and will be communicated in a summary report format.

JACOBSON AND ASSOCIATES, LTD.

REAL ESTATE APPRAISALS - CONSULTING

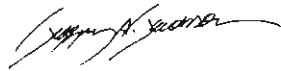
www.jacobsonandassoc.com

Mr. Doug Maxeiner,
Village Administrator
Village of Hampshire, Illinois
October 24, 2012
Page 2

The appraisal fee for this service is \$1,500 and the estimated time frame is four to five weeks. If you are in agreement with this service, please sign the engagement letter and send it to my attention. You may either send it via U.S. mail, facsimile to 815-899-6154, or feel free to email a signed copy to jeff@jacobsonandassoc.com.

Please feel free to contact me at my Sycamore office if you have any questions or comments. I can be reached daily, Monday through Friday during normal business hours.

Very truly yours,



JEFFREY A. JACOBSON, MAI, SRA
Jacobson and Associates, Ltd.
Illinois State Certified
General Real Estate Appraiser
License No. 553.001199
Expires September 30, 2013

JAJ/cb

ACCEPTED BY: _____ DATE: _____



VIA: Email

October 22, 2012

Mr. Doug Maxeiner
Village Administrator
Village of Hampshire

Re: Improved Residential Land Value within Village of Hampshire

I am pleased to submit a proposal for the appraisal of the above referenced property. The purpose of the appraisal is to estimate the market value of a hypothetical residential site within the Village of Hampshire as of a current date. The function of the appraisal is to provide the client with the per acre value of a residential site for calculation of Impact Fees. The intended user of the appraisal is the client named above. The appraisals will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) as a Summary Report.

Our fee for this assignment is \$1,500.00. We will proceed with the preparation of the appraisal upon receipt of payment and a signed copy of this letter.

If you have any questions about anything contained in this letter, please give us a call.

Sincerely,

A handwritten signature in black ink that reads "Lee Ovington". The signature is written in a cursive style.

Lee E. Ovington, MAI, SRA

Ovington Appraisal Service
460 Briargate Drive, Suite 200
South Elgin, IL 60177
Tel: 847.931.5004
Fax: 847.931.5194


Engagement Letter Accepted:

(client signature)

(date)

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Doug Maxeiner, Village Administrator 

FOR: November 1, 2012 Village Board Meeting

RE: An Ordinance Authorizing Towing and Impoundment of Motor Vehicles, and Imposition and Collection of an Administrative Processing Fee Therefor, in the Village

Background. At the October 4th Village Board meeting, staff introduced a proposed ordinance that will allow the Police Department to tow and impound vehicles involved in certain criminal offenses in the Village (e.g. DUI, driving with a suspended license, illegal possession of controlled substances, etc) and to assess a fee to recover administrative costs of the Department for these actions. At the current time, the Village has no means to assess a fee against the owner to pay for the costs of the Department associated with this impoundment and towing. State law was recently changed to allow non-home rule entities, after passage of an ordinance, to impose a fee to recover these expenses.

The Village Attorney has prepared an ordinance amending Chapter 2 of the Village Code to assist the Village in recovering the costs associated with towing and impoundment of vehicles. The amendment, if approved, will allow the Village to assess a penalty of up to \$500 as a means to reimburse the Department for the additional time and administrative expense related to the enforcement effort.

Analysis. As summarized by the attached memorandum prepared by the Village Attorney, the amendment allows the village to assess a fee for the recovery of a vehicle used in criminal activity and which has been towed and impounded by the department. The ordinance establishes an appeals process as required by statute. The Department has estimated that between 80 and 90 cases occur annually where vehicles could be subject to tow. The vast majority of these cases involve operators from outside the Village. Staff supports approval of the ordinance.

Recommendation. Staff recommends approval of an ordinance authorizing towing and impoundment of motor vehicles and imposition and collection of an administrative processing fee therefore, in the Village.

Bazos, Freeman, Kramer, Schuster, Vanek & Kolb, LLC
Attorneys at Law

MEMORANDUM

CONFIDENTIAL / ATTORNEY-CLIENT PRIVILEGE

TO: Village Maxeiner, Village Administrator
cc: Jeffrey Magnussen, Village President
FROM: Mark Schuster / Village Attorney
DATE: September 17, 2012
RE: Administrative Tow Penalty

Background

Illinois Law now specifically authorized non-home rule municipalities in the State to impose a penalty on certain offenders who commit offenses involving a motor vehicle which results in towing and impounding the vehicle by the Police Department. A penalty of up to \$500.00 may be imposed as a means of reimbursing the Police Department for the additional time and administrative expense involved in handling such matters. The offenses for which a vehicle may be towed are prescribed by Statute.

Question Presented

Whether the Village of Hampshire ought to impose an Administrative Tow Penalty?

Discussion

The Illinois Motor Vehicle Code allows an Illinois Municipality to impose an administrative penalty for vehicles that are towed after having been involved in the commission of a list of enumerated offenses. See the attached copy of Section 11-208.7 of the Illinois Motor Vehicle Code.

The penalty may be set at any amount.

Since the program involves the seizure of property, it is necessary to meet minimum constitutional standards by also establishing a means of appeal. There are two steps that may be taken to satisfy this requirement:

- 1) A preliminary or immediate appeal to the Village Attorney, which may be conducted by telephone, to review the basic circumstances of the tow and establish probable cause; and
- 2) A formal appeal hearing, to be conducted within a certain number of days after the tow, at which the owner of the vehicle may protest the basis for the tow.

It would also be advisable to enter into a written agreement with the Village's tow providers in order to establish an effective protocol for collection of the tow penalties, along with the towing and

impoundment charges, before release of any vehicle. In addition, such agreement would recognize the ultimate right of the tow company to declare the vehicle abandoned, in accordance with Illinois Law, if the vehicle is not re-claimed by the owner.

The Police Department estimates that some 86 motor vehicles would have been subject to tow during the last 12-month period.

Costs of the program would include fees for time spent by an attorney acting as Administrative Hearing Officer; clerking time for the additional necessary paperwork; and (only in the event of administrative review in the courts) legal fees for the Village Attorney to handle any further appeal.

Action(s) Needed

- A. Review this proposal with the Board of Trustees.
- B. Enact an Ordinance establishing a towing / impoundment program.
- C. Retain an attorney to act as administrative hearing officer, for any appeals of towing / impoundment of a vehicle under the new program.

No. 12- ____

**AN ORDINANCE
AUTHORIZING TOWING AND IMPOUNDMENT OF MOTOR VEHICLES,
AND IMPOSITION AND COLLECTION OF AN ADMINISTRATIVE
PROCESSING FEE THEREFOR, IN THE VILLAGE**

WHEREAS, the Village is authorized and empowered under the Illinois Municipal Code, 65 ILCS 5/11-80.2, 65 ILCS 5/11-40-1, and 65 ILCS 5/11-20-5, to regulate the use of its streets, to regulate motor vehicles on its streets, and to regulate operators and owners of motor vehicles on its streets, all in the interest of the public health, safety and welfare; and

WHEREAS, the Village is authorized pursuant to its police powers, 65 ILCS 5/11-1-1, et seq. to carry out those powers delegated to it under such grants of authority; and

WHEREAS, the Village is authorized under the Illinois Motor Vehicle Code, Section 5/11-208.7, to tow and impound motor vehicles, and to impose and collect an administrative processing fee for such tow, to recoup administrative and processing costs associated with the investigation, arrest, and detention of any offender, or the removal, impoundment, storage, and release of any vehicle, involved in the commission, or attempt to commit, certain offenses; and

WHEREAS, the Village is authorized to establish an administrative adjudication system in relation to traffic and other miscellaneous offenses, pursuant to the Illinois Motor Vehicle Code, Section 5/11-208.3, and it is required for the towing and impounding of motor vehicles that such system be available to persons whose vehicles have been towed and impounded as a means of appealing such action when taken by a municipality; and

WHEREAS, the Village has determined that it is necessary and advisable to impose an administrative processing fee per vehicle for each and every vehicle which is subject to tow and impoundment in the Village ~~towed from the public streets and rights of way when such vehicle has been operated or used in connection with or involved in certain violations or attempted violations of the Village Code and/or the statutes of the State of Illinois~~, in order to support and ensure the safety of its citizens and the motorists of the Village, and to offset costs, time, and inconvenience incurred by the Village for towing and impounding such vehicles.

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

Section 1. The Hampshire Municipal Code, as previously amended, shall be and is hereby further amended, in particular in 2-4-5:Traffic Regulations, to authorize

the imposition of an administrative processing fee for towing and impounding vehicles involved in the commission of certain offenses, as more particularly set forth below.

See attached text of 2-4-5: Traffic Regulations,
Towing and Impoundment of Vehicles.

Section 2. The Village shall retain the services of a trained Hearing Officer to determine any appeals of such towing and impoundment, in accordance with rules established by the Village for hearing of such appeals.

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

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

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

ADOPTED THIS _____ DAY OF _____, 2012, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS _____ DAY OF _____, 2012.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

F

D

HAMPSHIRE MUNICIPAL CODE

CHAPTER 2 POLICE REGULATIONS

ARTICLE IV VEHICLE CODE

SECTION 2-4-5 TOWING AND IMPOUNDMENT OF MOTOR VEHICLES USED IN CONNECTION WITH ILLEGAL ACTIVITIES

A. SEIZURE; IMPOUNDMENT: A motor vehicle, operated with the permission, express or implied, of the Registered Owner that is used in connection with or involved in the commission of any of the following violations shall be subject to tow from any public street, public place, or private property, and impoundment by the Village, provided that the subsection headings below are for general reference only, and shall not be deemed to be any limitation on the authority granted herein in accordance with specific references to a state law or laws:

1. **DUI:** Driving under the influence of alcohol, another drug or drugs, an intoxicating compound or compounds, or any combination thereof, in violation of Section 11-501 of the Illinois Motor Vehicle Code; or
2. **DWLS - DWLR:** Driving while a driver's license, permit, or privilege to operate a motor vehicle is suspended or revoked pursuant to Section 6-303 of this Code; except that vehicles shall not be subjected to seizure or impoundment if the suspension is for an unpaid citation (parking or moving) or due to failure to comply with emission testing; or
3. **EXPIRED DL:** Operation or use of a motor vehicle with an expired driver's license, in violation of Section 6-101 of this Code, if the period of expiration is greater than one year; or
4. **DL NEVER ISSUED:** Operation or use of a motor vehicle without ever having been issued a driver's license or permit, in violation of Section 6-101 of this Code, or operating a motor vehicle without ever having been issued a driver's license or permit due to a person's age; or
5. **FTA - WARRANT OUTSTANDING:** Operation or use of a motor vehicle by a person against whom a warrant has been issued by a Circuit Clerk in Illinois -- for failing to answer charges that the driver violated Section 6-101, 6-303, or 11-501 of this Code; or
6. **FELONY:** Operation or use of a motor vehicle in the commission of, or in the attempt to commit, a felony or in violation of the Cannabis Control Act; or
7. **CANNABIS:** Operation or use of a motor vehicle while soliciting, possessing, or attempting to solicit or possess cannabis or a controlled substance, as defined by the Cannabis Control Act or the Illinois Controlled Substances Act; or
8. **CONTROLLED SUBSTANCES:** Operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of the Illinois Controlled Substances Act; or
8. **UUV:** Operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of Section 24-1, 24-1.5, or 24-3.1 of the Criminal Code of 1961; or

10. THEFT: Operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of Article 16 or 16A of the Criminal Code of 1961; or

11. SECTION 36-1 OFFENSE: Operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense for which a motor vehicle may be seized and forfeited pursuant to Section 36-1 of the Criminal Code of 1961; or

12. OTHER MISDEMEANOR / FELONY: Operation or use of a motor vehicle in the commission of, or in the attempt to commit, any other misdemeanor or felony offense in violation of the Criminal Code of 1961, when so provided by Village ordinance and added to this Section.

B. ADMINISTRATIVE PROCESSING FEE: The Owner of Record of such vehicle shall be liable to the Village for an administrative fee processing fee of \$500.00, in addition to any towing and storage fees which result from the tow and impoundment of the vehicle.

C. GENERAL REGULATIONS:

1. The provisions of this Section shall not apply to a vehicle which was stolen at the time of towing and impoundment, provided that the theft of the vehicle had been reported to appropriate police authorities within 24 hours of discovery of the theft and provided further, that verifiable proof of the theft of the vehicle is timely presented to the Village in accordance with the provisions of this Section.

2. The Registered Owner of the vehicle shall be subject to all fees set forth in this Ordinance in addition to any penalties that may be assessed by a court of law for the underlying violations.

3. The provisions of this Chapter shall not replace or otherwise abrogate any existing state or federal laws or Village ordinances pertaining to seizure, towing and impoundment of vehicles.

4. Fees for towing and storage of a vehicle under this Chapter shall be those approved from time to time by the Chief of Police.

5. For purposes of this Section, the "Registered Owner" shall be that person shown to be the owner of the vehicle in question on the records of the Illinois Secretary of State at the time of tow; or in the case of any vehicle registered in any other state, shown on the vehicle registration for the vehicle in question.

D. PROBABLE CAUSE AND NOTICE:

1. Whenever a police officer has probable cause to believe that a vehicle is subject to tow and impoundment pursuant to this Chapter the officer shall, after issuing applicable citations to the driver or operator of the motor vehicle), order the towing of the vehicle to a facility authorized by the Chief of Police, and its impoundment there subject to the provisions of this Chapter. Provided, in cases where the vehicle has been involved in the commission of a felony, under Section 5-6-1(A)(1) above, the tow may take place prior to the preparation and service of appropriate felony complaints.

2. At the time of the tow, the police officer shall give written notice to the operator or person found to be in control of the vehicle at the time of the alleged violation that the vehicle will be towed and impounded, and of the right to a hearing pursuant to this Section.

3. If the Registered Owner of the motor vehicle is not present at the time of the tow, the Village Police Department shall within ten (10) days of the towing and impoundment deliver notice of the tow and impoundment of said vehicle, and of the time, date and location of the administrative hearing required pursuant to this Section, to the Registered Owner of the vehicle, by personal service or by first class mail at the Registered Owner's address per the records of the Illinois Secretary of State; or in the case of a vehicle registered with any other state, shown on the vehicle registration for the vehicle in question.

4. An owner may secure release of an impounded vehicle pending completion of the preliminary hearing provided for in Section E or the hearing provided for in Section F of this Section by posting a bond of cash, money order, or certified check with the Village Police Department in the amount of \$500.00 plus all applicable towing charges plus any accrued impoundment charges as of the time of posting.

5. The Village Police Department shall hold any funds posted as such bond in escrow until such time as all hearings have been completed in conformance with this Section.

E. PRELIMINARY REVIEW. Whenever the Village tows and impounds a motor vehicle, the owner thereof may request a preliminary hearing within one day of the day of the tow.

1. Such request shall be made to the Village Attorney (or his designee), who shall conduct a preliminary review within twenty-four (24) hours of the request.

2. The hearing may be conducted by telephone or in person, and all interested parties will be given an opportunity to be heard. The formal rules of evidence shall not apply.

3. If after such preliminary review, the Village Attorney (or his designee) believes that there is probable cause for towing the vehicle, he shall order the continued impoundment of the vehicle, subject to payment of the amounts due, or in the alternative, posting of the bond described in this Section.

4. If the Village Attorney (or his designee) determines that there is no such probable cause, the motor vehicle shall be returned to the Registered Owner without payment of the administrative processing fee, the tow charges, or any storage or other fees.

5. For purposes of this sub-section, Saturdays, Sundays, and holidays shall not be included when computing time.

F. ADMININSTRATIVE HEARING

1. An administrative hearing shall be conducted by a qualified Hearing Officer appointed by the Village President with the advice and consent of the Board of Trustees.
2. The hearing shall be conducted within forty-five (45) days of mailing or service of the original notice of hearing to or on the Registered Owner, unless the parties mutually agree to another date.
3. The hearing shall be subject to the following rules:
 - a. At any time prior to the hearing the Hearing Officer may, at the request of the Village or the Owner, issue a subpoena to any witness to appear and give testimony at the hearing.
 - b. The formal rules of evidence shall not apply at the hearing.
 - c. Hearsay testimony shall be admissible only if such testimony is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.
 - d. The signed report of the arresting officer, and the reports of any other officers involved in the incident which resulted in towing the vehicle, shall be admissible.
 - e. The Hearing Officer shall make a record of the proceedings by audio recording or other reliable means.
4. Outcome of hearing.
 - a. If, after the hearing, the Hearing Officer determines by a preponderance of the evidence that the vehicle was used in connection with a violation set forth in this Section, the Hearing Officer shall entered an order finding the Owner of the vehicle civilly liable to the Village for an administrative fee of Five Hundred and No/100 (\$500.00) dollars, plus the towing and impoundment charges. If bond has been posted in accordance with the requirements of this Chapter, the Village shall apply the bond to the administrative fee and all towing and impoundment charges due.
 - b. If after the hearing, the Hearing Officer enters an order finding the Owner of Record liable to the Village for the administrative fee and the towing and impoundment charges, any vehicle then remaining impounded shall continue to be impounded until the Owner pays the administrative fee to the Village, plus all applicable towing and impoundment charges to the tow operator.
 - c. If the Owner of record fails to appear at the hearing, the Hearing Officer shall enter a default order in favor of the Village.

d. If the Hearing Officer finds by a preponderance of the evidence that the vehicle was not used in connection with an offense set forth in Section 2-4-5, the Hearing Officer shall order the immediate return of the vehicle to the Owner, without payment of the administrative processing fee and the towing or impoundment fees. Any cash bond on deposit shall also be ordered to be returned to the Owner.

e. The order of the Hearing Officer shall be final, and is subject to review in accordance with the provisions of the Illinois Administrative Review Law.

G. DEBT TO VILLAGE

1. The administrative processing fee due from the Owner of any such vehicle shall constitute a debt due and owing to the Village. The debt may be satisfied by the bond posted pursuant to this Ordinance; or where no bond is posted, by cash, money order, or certified check.

a. If the administrative processing fee, and the applicable towing and impoundment fees, are not paid within thirty (30) days after the administrative fee is imposed against the Owner of Record who defaults by failing to appear at the hearing, the vehicle shall be deemed unclaimed and may be disposed of in the manner provided by law for the disposition of any unclaimed vehicle under the Illinois Vehicle Code.

b. In all other cases, if the administrative processing fee and applicable towing and impoundment fees are not paid within thirty-five (35) days after the expiration of time for administrative review of the Hearing Officer's determination, or within thirty-five (35) days after an action seeking administrative review has been finally resolved in favor of the Village, whichever is applicable, the vehicle shall be deemed unclaimed, and abandoned, and shall be disposed of in the manner provided for under the Illinois Motor Vehicle Code (Article II, Chapter 4).

H. VEHICLE POSSESSION; OWNER OR LIEN HOLDER

1. Except as otherwise provided by law, no Owner, lien holder, or other person shall be legally entitled to take possession of a vehicle impounded under this Section until the administrative fee, and the towing and impoundment fees, have been paid in full, or in the alternative, bond has been posted for same.

2. Whenever a person with a lien of record against an impounded vehicle has commenced foreclosure proceedings, possession of the vehicle shall be delivered to such person if she or he agrees, in writing, to pay over to the Village from the amount of proceeds resulting from any foreclosure sale, the applicable administrative fee, towing and impoundment charges, and any amounts required to be paid to any other lien holders of record.


CERTIFICATE

The undersigned hereby certifies:

1. I am the Village Clerk for the Village of Hampshire, Kane County, Illinois.
2. On _____, 2012, the Corporate Authorities of the Village enacted this Ordinance No. 12-_____, which provided by its terms that it shall be published in pamphlet form.
3. The pamphlet form of this Ordinance was duly prepared by me, and a copy of said Ordinance was thereafter posted in the Village Hall at 234 S. State Street, in the Village, commencing on _____, 2012 and continuing thereafter for at least the next following ten (10) days.
4. A copy of this Ordinance was also available for public inspection, after the date of its enactment, and upon request, at the Office of the Village Clerk.

Linda Vasquez
Village Clerk

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board
FROM: Doug Maxeiner, Village Administrator 
FOR: November 1, 2012 Village Board Meeting
RE: Release of Maintenance Bond for Lakewood Crossing Public Improvements

Background. On January 3, 2012, a Certificate of Completion was issued by the Village for the Lakewood Crossings public improvements as part of a settlement agreement with Bond Safeguard. A \$100,000 warranty and maintenance bond is in effect for a period of one-year following the date of the Certificate of Completion to cover any defects or the failure of the contractor to address any of the minor punch list items remaining at the time. The punch list is now complete and, upon expiration of the warranty period on January 3, 2013, the contractor is requesting the release of the warranty bond.

Analysis. Per the attached letter and documentation from the Village Engineer, staff is supportive of the release of the warranty bond on January 3, 2013 provided no defects in workmanship or materials surface prior to that time. All items on the punch list provided by the Village Engineer have been satisfactorily addressed.

Recommendation. Staff recommends releasing the warranty bond for the Lakewood Crossings public improvements on January 3, 2013, provided no defects in materials or workmanship are apparent prior to that date.



Engineering Enterprises, Inc.

October 25, 2012

Mr. Doug Maxeiner
Village Administrator
Village of Hampshire
234 S. State Street
Hampshire, IL 60140-0457

**Re: Maintenance Bond Expiration
Lakewood Crossing –
Completion and Settlement Agreement
Village of Hampshire**

Mr. Maxeiner:

The above referenced project was certified complete by EEI on January 3, 2012 (see EEI letter dated 1/3/12; attached). As required by the Agreement, a one year maintenance bond in the amount of \$100,000.00 was posted with the Village (attached). The maintenance bond provided security against any project related defects as well as security for the outstanding punch list items (see EEI letter dated 12/5/11; attached).

Presently there are no known project related defects and all punch list items have been satisfactorily addressed. At the Village's discretion, the maintenance bond may be released upon expiration of the 1 year period. At that time, all public improvements related to the Agreement's scope of work shall be the responsibility of the Village. If you have any questions or need additional information, please contact Julie Morrison with our office.

Very truly yours,

ENGINEERING ENTERPRISES, INC.


Bradley P. Sanderson, P.E.
Vice President

BPS/jam
Enclosures

pc: Mr. Jeff Magnussen, Village President
Ms. Linda Vasquez, Village Clerk
Mr. Mark Schuster, Village Attorney
Mr. Colin Christensen, Superintendent of Public Works
Mr. Jason Stoll, P.E., MDES
Mr. Jeremy T. Sentman, P.E., Surety Holdings Group
Mr. Chris Cooling, Cooling Land Concepts, LLC
JAM, KDW, EEI

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Engineering Enterprises, Inc.

January 3, 2012

Mr. Doug Maxeiner
Village Administrator
Village of Hampshire
234 S. State Street
Hampshire, IL 60140-0457

**Re: Certificate of Completion
Lakewood Crossing -
Completion and Settlement Agreement
Village of Hampshire**

Mr. Maxeiner:

Attached is the Certificate of Completion for the public improvements for the above referenced project. Please note the following:

- The Village has received the required written warranty and the one year maintenance bond (\$100,000.00) from Bond Safeguard's contractor.
- Upon Village attorney approval of the written warranty and maintenance bond, the Village may consider approval of the Certificate of Completion.
- Bond Safeguard shall be entitled to a full release of the subdivision bond upon Village approval of the Certificate of Completion.
- Outstanding punch list items remain (see EEI letter dated December 5, 2011). Security for the outstanding punch list items shall be covered by the maintenance bond.

The one year warranty and maintenance bond shall commence on the approval date (by the Village) of the attached Certificate of Completion. After one year, it is our understanding that Bond Safeguard's contractor shall have no further obligations and that all public improvements related to the Agreement's scope of work shall be the responsibility of the Village. If you have any questions or need additional information, please contact Julie Morrison with our office.

Very truly yours,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.
Vice President

BPS/jam
Enclosure

pc: Mr. Jeff Magnussen, Village President
Ms. Linda Vasquez, Village Clerk
Mr. Mark Schuster, Village Attorney
Mr. Colin Christensen, Street Supervisor
Mr. Jason Stoll, P.E., MDES
Mr. Jeremy T. Sentman, P.E., Surety Holdings Group
Mr. Chris Cooling, Cooling Land Concepts, LLC
JAM, KDW, EEI

G:\Public\Hampshire\2009\HA0961 Lakewood Crossing -Completion of Improvements\Doc\votha-certificateofcompletion.doc



December 5, 2011

Mr. Jason Stoll, P.E.
MDES
100 Park Avenue, Suite 120
Rockford, IL 61101

**Re: Punchlist as of 12/1/11
Lakewood Crossing Subdivision
Village of Hampshire, IL**

Mr. Stoll:

Per your request, a punchwalk was performed for the work items (Exhibit A) that have been completed as of December 1, 2011 for the above referenced project. Please note that the contractor has been actively addressing punchlist items as they were made known. The following punchlist items remain outstanding:

1. The following addresses represent locations where the existing asphalt driveways were cracked during the removal of the adjacent sidewalk. The asphalt driveways should be restored to original condition via removal and replacement. The contractor should make a thorough investigation of all driveways to ensure the following list is complete:
 - 2631 Fallbrook
 - 1911 Cameron
 - 2623 Cesario
 - 2621 Cesario
 - 2631 Cesario
 - 2671 Ross.


2. The following addresses represent locations where excess concrete (overpour, splatter, footprints, etc.) was deposited on asphalt driveways during installation of adjacent concrete. Example pictures have been attached for your reference. The concrete should be removed and the asphalt driveways restored to their original condition. The contractor should make a thorough investigation of all driveways to ensure the following list is complete:
 - 2571 Fallbrook
 - 2591 Fallbrook
 - 1841 Cameron
 - 2550/2552 Cesario
 - 2582 Cesario
 - 2632 Cesario
 - 2660 Cesario
 - 2490 Ross
 - 2561 Hennig
 - 2551 Hennig

3. White residue on driveways and aprons is prevalent throughout the subdivision (see attached pictures). The residue appears to be a byproduct of the wet saw used to remove existing concrete. The Village has received several phone calls from residents expressing their displeasure; specifically but not limited to 1841 Cameron. An attempt should be made to reduce or remove the residue. The contractor should make a thorough investigation of all driveways to identify those with residue.
4. The following addresses represent locations where unformed excess concrete along sidewalk edges should be sawcut and removed:
 - 2813 Cesario
 - 1651 Cesario
5. There is a stockpile of stone at the Hennig Road south bridge approach that should be removed.
6. Construction debris located in the Justin Lane right-of-way should be removed.
7. Due to the late completion, the restoration will need to be re-inspected in the spring to confirm that the grass has been established.
8. The signage needs to be installed.
9. The striping will need to be re-inspected in the spring of 2012 (see EEI letter dated 11/30/11).

The Village reserves the right to amend this punchlist until the improvements are accepted by the Village. In addition, the Owner/Developer/Contractor is solely responsible for reviewing the existing conditions and confirming any discrepancies within the punchlist prior to the start of work. Notification shall be provided upon completion so that EEI can confirm the work has been satisfactorily completed. If you have any questions or require additional information, please contact our office.

Very truly yours,

ENGINEERING ENTERPRISES, INC.


Bradley P. Sanderson, P.E.
Vice President

BPS/jam

pc: Mr. Doug Maxeiner, Village Administrator
Ms. Linda Vasquez, Village Clerk
Mr. Mark Schuster, Village Attorney
Mr. Colin Christensen, Street Supervisor
Mr. Jeremy T. Sentman, P.E., Surety Holdings Group
Mr. Chris Cooling, Cooling Land Concepts, LLC
JAM, KDW, EEI



233 MAIN STREET • P.O. BOX 2350 • NEW BRITAIN, CT 06050-2350 • (860) 224-2000

**BOND No. F21747
MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that we Cooling Land Concepts LLC as Principal, and ACSTAR Insurance Company, 233 Main Street, Post Office Box 2350, New Britain, Connecticut 06050-2350, as Surety, are held and firmly bound unto

Village of Hampshire
234 So. State Street
Hampshire, IL 60140

hereinafter called the Oblige, in the penal sum of One Hundred Thousand Dollars and 00/100 (\$100,000.00) for which payment well and truly to be made we do bind ourselves, our heirs, executors, administrators and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the Principal entered into a certain contract with the Oblige, dated 8/18/2011 for ALL WORK PER EXHIBIT A: LAKE WOOD CROSSING SUBDIVISION HAMPSHIRE, IL OVERLAY ROADS, INSTALL, REPLACE SIDEWALKS, AND DRIVEWAYS, CLEAN STORM PIPES ROAD SIGNS, CLEAN EMPTY LOTS, CHECK WATER BOXES, MISC OTHER CLEAN UP, which contract and the specifications are referenced herein.

NOW, THEREFORE, the condition of this obligation is such that in the event any work performed or materials and equipment furnished were not performed or furnished according to the terms and performance requirements of the Contract, then Surety will make good the defects thereof which have become apparent before the expiration of 1 year from the date hereunder, provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

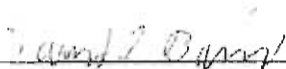
The foregoing obligation is subject to the condition that no suit or action shall be commenced hereunder after the expiration date of this bond. The Surety shall have no obligation to claimants who do not have a direct contract with the Principal.

This bond shall not become effective until the work performed under this contract is accepted and the performance bond is released by the Obligees.


This bond is not assignable. No party may make demand, assert a claim, or bring suit under this bond through or under any assignment, transfer of rights, or subrogation.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 28TH day of December, 2011 the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

ATTEST:



Cooling Land Concepts, LLC

BY: 
_____ (Seal)

ATTEST:



ACSTAR Insurance Company

By: 
_____ (Seal)



Cooling Landscape Contractors

P.O. Box 506 • Cherry Valley, IL 61016 • Phone: 815.332.2380 • Fax: 815.332.3130

December 20, 2011

Village of Hampshire
Hampshire, IL

RE: Warranty Lakewood Crossings

Contractor warranties all work and materials to be of good quality and free from defects not inherent in the quality required for a period of one (1) year from the Certificate of Completion. The contractor's warranty excludes remedy for damage of defect caused by abuse or modifications not executed by the contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Cooling Land Concepts LLC.

Tim Cooling
Member

VILLAGE OF HAMPSHIRE

Accounts Payable

November 1, 2012

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

Total: \$56,887.48

To be paid by the Village Treasurer on or before
Nov 5, 2012

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

DATE: 10/30/2012
 TIME: 12:08:02
 ID: AP430000.WOW

VILLAGE OF HAMPSHIRE
 OPEN INVOICES REPORT

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BATCH # 110112

VENDOR #	INVOICE #	ITEM DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
B&F	B&F TECHNICAL CODE SERVICES 35888		AB		10/30/2012		110112	10/30/2012	7,336.98
	01 INV#35888			01-001-002-4390	BLDG. INSP. SERVICES				7,336.98
	35897		AB		10/30/2012		110112	10/30/2012	100.00
	01 INV#35897			01-001-002-4390	BLDG. INSP. SERVICES				100.00
	35917		AB		10/30/2012		110112	10/30/2012	895.50
	01 INV#35917			01-001-002-4390	BLDG. INSP. SERVICES				895.50
								VENDOR TOTAL:	8,332.48
BPCI	BENEFIT PLANNING CONSULTANTS, BPCI00008592		AB		10/30/2012		110112	10/30/2012	75.00
	01 INV#BPCI00008592			01-001-002-4380	OTHER PROF. SERVICES-VILL				75.00
								VENDOR TOTAL:	75.00
C.O.P.S.	C.O.P.S. INC 14062		AB		10/24/2012		110112	10/24/2012	44.00
	01 INV#14062			01-002-003-4690	UNIFORMS				44.00
								VENDOR TOTAL:	44.00
CAON	CALL ONE 102412		AB		10/24/2012		110112	10/24/2012	600.58
	01 ACCT#1010-7471-0001			01-001-002-4230	COMMUNICATION SERVICES				145.54
	02 ACCT#1010-7471-0002			30-001-002-4230	COMMUNICATION SERVICES				45.08
	03 ACCT#1010-7471-0003			01-003-002-4230	COMMUNICATION SERVICES				45.08
	04 ACCT#1010-7471-0004			31-001-002-4230	COMMUNICATIONS SERVICES				152.60
	05 ACCT#1010-7471-0005			30-001-002-4230	COMMUNICATION SERVICES				45.36
	06 ACCT#1010-7471-0006			30-001-002-4230	COMMUNICATION SERVICES				45.58
	07 ACCT#1010-7471-0007			01-002-002-4230	COMMUNICATION SERVICES				121.34
								VENDOR TOTAL:	600.58
CHINTR	CHICAGO INTERNATIONAL TRUCK 1110510		AB		10/30/2012		110112	10/30/2012	488.45

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VILLAGE OF HAMPSHIRE
 OPEN INVOICES REPORT

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VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01 INV#1110510		31-001-002-4110		MAINT. VEHICLES			488.45
							VENDOR TOTAL:	488.45
COCH	COLIN CHRISTENSEN 102412	AB		10/24/2012		110112	10/24/2012	98.94
	01 UNIFORM SHIRTS		01-003-003-4690		UNIFORMS-RENTAL			98.94
							VENDOR TOTAL:	98.94
COED	COMMONWEALTH EDISON 102412	AB		10/24/2012		110112	10/24/2012	719.78
	01 ACCT#7101073024		31-001-002-4260		UTILITIES			474.65
	02 ACCT#2323117051		30-001-002-4260		UTILITIES			182.87
	03 ACCT#0729114032		30-001-002-4260		UTILITIES			62.26
							VENDOR TOTAL:	719.78
CONEN	CONSTELLATION NEW ENERGY 0007626492	AB		10/24/2012		110112	10/24/2012	1,891.24
	01 ACCT#1-EI-1963		30-001-002-4260		UTILITIES			1,891.24
	0007626495	AB		10/24/2012		110112	10/24/2012	1,555.61
	01 ACCT#1-EI-2889		30-001-002-4260		UTILITIES			1,555.61
							VENDOR TOTAL:	3,446.85
EBOR	EBERLY CRANE SERVICE INC 121007	AB		10/30/2012		110112	10/30/2012	450.00
	01 INV#121007		31-001-002-4160		MAINT. UTILITY SYSTEM			450.00
							VENDOR TOTAL:	450.00
FISA	FOX VALLEY FIRE & SAFETY 717249	AB		10/30/2012		110112	10/30/2012	107.50
	01 INV#717249		01-002-003-4670		MAINTENANCE SUPPLIES			107.50
							VENDOR TOTAL:	107.50

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VILLAGE OF HAMPSHIRE
 OPEN INVOICES REPORT

BATCH # 110112

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
FVOA	FOX VALLEY OPERATORS OCT 2012	AB		10/30/2012		110112	10/30/2012	50.00
	01 CLASS 4 EXAM		31-001-002-4310	TRAINING				50.00
							VENDOR TOTAL:	50.00
GEBR	GEHRINGER BROS. 8717	AB		10/24/2012		110112	10/24/2012	180.00
	01 INV#8717		01-003-002-4120	MAINTENANCE - EQUIP.				180.00
							VENDOR TOTAL:	180.00
GEOBRU	GEORGE BRUST OCT 2012	AB		10/30/2012		110112	10/30/2012	84.15
	01 153 MILES @.55 PER MILE		01-001-002-4290	TRAVEL EXPENSE				84.15
							VENDOR TOTAL:	84.15
HARCOM	HARMONY COMPUTER 6730	AB		10/30/2012		110112	10/30/2012	689.00
	01 INV#6730		01-001-002-4380	OTHER PROF.SERVICES-VILL				689.00
							VENDOR TOTAL:	689.00
HDSUWA	HD SUPPLY WATERWORKS LTD 5508069	AB		10/24/2012		110112	10/24/2012	113.64
	01 INV#5508069		30-001-003-4670	MAINTENANCE SUPPLIES				113.64
	5620288	AB		10/24/2012		110112	10/24/2012	372.87
	01 INV#5620288		30-001-003-4670	MAINTENANCE SUPPLIES				372.87
							VENDOR TOTAL:	486.51
HHCI	HAMPSHIRE HEATING & COOLING 2270	AB		10/24/2012		110112	10/24/2012	2,395.00
	01 NEW FURNACE		01-001-002-4120	MAINTENANCE - EQUIP.				2,395.00
							VENDOR TOTAL:	2,395.00

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VILLAGE OF HAMPSHIRE
 OPEN INVOICES REPORT

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BATCH # 110112

VENDOR #	INVOICE #	ITEM DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
IPODBA	IPO/DBA CARDUNAL OFFICE SUPPLY 545279-0		AB		10/24/2012		110112	10/24/2012	129.30
	01 INV#545279-0			01-001-003-4650	OFFICE SUPPLIES				129.30
								VENDOR TOTAL:	129.30
K&MTI	K & M TIRE 420828875		AB		10/24/2012		110112	10/24/2012	235.22
	01 INV#420828875			01-002-002-4110	MAINTENANCE - VEHL.				235.22
								VENDOR TOTAL:	235.22
KAJN	KALE UNIFORMS, INC. 805724		AB		10/24/2012		110112	10/24/2012	43.90
	01 INV#805724			01-002-003-4690	UNIFORMS				43.90
	806155		AB		10/24/2012		110112	10/24/2012	160.00
	01 INV#806155			01-002-003-4690	UNIFORMS				160.00
	806668		AB		10/24/2012		110112	10/24/2012	324.62
	01 INV#806668			01-002-003-4690	UNIFORMS				324.62
								VENDOR TOTAL:	528.52
KONMIN	KONICA MINOLTA BUSINESS SOLUTI 222610542		AB		10/30/2012		110112	10/30/2012	75.16
	01 ACCT#1144195			01-002-002-4280	RENTALS				75.16
								VENDOR TOTAL:	75.16
KOPA	KOEHLER & PASSARELLI, LLC 16640		AB		10/24/2012		110112	10/24/2012	55.00
	01 INV#16640			01-001-002-4372	LEGAL SERVICES - LABOR				55.00
								VENDOR TOTAL:	55.00
LEA	LEO'S 102312		AB		10/30/2012		110112	10/30/2012	82.50

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VILLAGE OF HAMPSHIRE
 OPEN INVOICES REPORT

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VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		AWARD PLANNING	01-001-003-4650					82.50
								VENDOR TOTAL:	82.50
MAMO	MARK MONTGOMERY 102412	AB	01 UNIFORM JACKET	31-001-003-4690	10/24/2012		110112	10/24/2012	49.33
									49.33
	OCT 2012	AB	01 F.V.O.A. DUES	31-001-002-4430	10/30/2012		110112	10/30/2012	20.00
									20.00
								VENDOR TOTAL:	69.33
MEDIA	MEDIACOM 102412	AB	01 ACCT#8383 91 238 0023826	01-001-002-4230	10/24/2012		110112	10/24/2012	7.50
									7.50
								VENDOR TOTAL:	7.50
NORAMESA	NORTH AMERICAN SALT CO 70885390	AB	01 INV#70885390	30-001-003-4680	10/30/2012		110112	10/30/2012	2,852.12
									2,852.12
								VENDOR TOTAL:	2,852.12
OSEL	O'SHEA ELECTRIC, INC 8772	AB	01 INV#8772	01-003-002-4270	10/30/2012		110112	10/30/2012	765.00
									765.00
								VENDOR TOTAL:	765.00
QUCO	QUILL CORPORATION 6522693	AB	01 INV#6522693	01-001-003-4650	10/24/2012		110112	10/24/2012	190.49
									190.49
	6555501	AB	01 INV#6555501	01-002-003-4650	10/24/2012		110112	10/24/2012	88.50
									88.50
								VENDOR TOTAL:	278.99

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VILLAGE OF HAMPSHIRE
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BATCH # 110112

VENDOR #	INVOICE #	ITEM DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
RAOH	RAY O'HERRON CO., INC 0060909-IN	01 INV#0060909-IN	AB	01-002-003-4690	10/24/2012		110112	10/24/2012	2,596.80 2,596.80
								VENDOR TOTAL:	2,596.80
RKQUSE	R.K. QUALITY SERVICES 9503	01 INV#9503	AB	01-002-002-4110	10/24/2012		110112	10/24/2012	197.80 197.80
	9521	01 INV#9521	AB	01-002-002-4110	10/30/2012		110112	10/30/2012	49.50 49.50
	9524	01 INV#9524	AB	01-002-002-4110	10/30/2012		110112	10/30/2012	52.50 52.50
	9525	01 INV#9525	AB	01-002-002-4110	10/30/2012		110112	10/30/2012	85.00 85.00
								VENDOR TOTAL:	384.80
RWTR	R.W. TROXELL & COMPANY 1454488	01 INV#1454488	AB	31-001-002-4210	10/30/2012		110112	10/30/2012	12,432.00 12,432.00
								VENDOR TOTAL:	12,432.00
SIFI	SIRCHIE 0099017-IN	01 INV#0099017-IN	AB	01-002-003-4680	10/30/2012		110112	10/30/2012	90.59 90.59
								VENDOR TOTAL:	90.59
SMEC	SMITH ECOLOGICAL SYSTEMS CO. 15738		AB		10/24/2012		110112	10/24/2012	907.00

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VILLAGE OF HAMPSHIRE
 OPEN INVOICES REPORT

BATCH # 110112

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01 INV#15738		30-001-002-4120	MAINT. EQUIP.				907.00
SMEC	SMITH ECOLOGICAL SYSTEMS CO. 15764	AB		10/24/2012		110112	10/24/2012	2,594.00
	01 INV#15764		30-001-002-4120	MAINT. EQUIP.				2,594.00
						VENDOR TOTAL:		3,501.00
SUBLAB	SUBURBAN LABORATORIES, INC 21934	AB		10/30/2012		110112	10/30/2012	400.00
	01 INV#21934		31-001-002-4380	OTHR PROF. SERVICES				400.00
	22249	AB		10/30/2012		110112	10/30/2012	300.00
	01 INV#22249		31-001-002-4380	OTHR PROF. SERVICES				300.00
						VENDOR TOTAL:		700.00
TRUN	TREES UNLIMITED 6245	AB		10/24/2012		110112	10/24/2012	9,800.00
	01 INV#6245		01-003-002-4160	MAINTENANCE-TREE REMOVAL				2,175.00
	02 INV#6245		01-003-002-4210	CONTRAC SER - TREE REPLA				1,500.00
	03 INV#6245		01-003-002-4130	MAINTENANCE - STREETS				6,125.00
						VENDOR TOTAL:		9,800.00
UNRE	UNITED RENTALS 106211576-001	AB		10/24/2012		110112	10/24/2012	737.63
	01 INV#106211576-001		01-003-002-4280	RENTALS				737.63
	106380422-001	AB		10/24/2012		110112	10/24/2012	132.86
	01 INV#106380422-001		01-003-002-4280	RENTALS				132.86
						VENDOR TOTAL:		870.49
VEWI	VERIZON WIRELESS 2815258193	AB		10/30/2012		110112	10/30/2012	342.13
	01 INV#2815258193		01-002-002-4230	COMMUNICATION SERVICES				342.13

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VILLAGE OF HAMPSHIRE
 OPEN INVOICES REPORT

BATCH # 110112

VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
VEWI	VERIZON WIRELESS								
	2815258194	AB			10/24/2012		110112	10/24/2012	857.71
	01 ADM			01-001-002-4230					194.87
	02 PD			01-002-002-4230					414.17
	03 STR			01-003-002-4230					181.29
	04 WTR			30-001-002-4230					30.91
	05 SWR			31-001-002-4230					36.47
								VENDOR TOTAL:	1,199.84
VICH	VIKING CHEMICAL COMPANY								
	235858	AB			10/24/2012		110112	10/24/2012	3,029.00
	01 INV#235858			30-001-003-4680					3,029.00
	235877	AB			10/24/2012		110112	10/24/2012	-1,135.00
	01 INV#235877			30-001-003-4680					-1,135.00
								VENDOR TOTAL:	1,894.00
WAMA	WASTE MANAGEMENT								
	3335917-2011-0	AB			10/30/2012		110112	10/30/2012	48.08
	01 ACCT#103-0070859-0211-9			29-001-002-4330					48.08
								VENDOR TOTAL:	48.08
WATR	WASCO TRUCK REPAIR CO.								
	122138	AB			10/30/2012		110112	10/30/2012	21.50
	01 INV#122138			01-003-002-4110					21.50
	122143	AB			10/30/2012		110112	10/30/2012	21.50
	01 INV#122143			31-001-002-4110					21.50
								VENDOR TOTAL:	43.00
								TOTAL --- ALL INVOICES:	56,887.48