

# Village of Hampshire Village Board Meeting Thursday, October 5, 2017 – 7:00 PM Hampshire Village Hall – 234 S. State Street

## AGENDA

- 1. Call to Order
- 2. Establish Quorum (Physical and Electronic)
- 3. Pledge of Allegiance
- 4. Citizen Comments
- 5. Approval of Minutes September 21, 2017
- 6. Village President's Report
  - a) Proclaiming October 8 14, 2017 as HCE Week and congratulating the Hampshire-Henpeck Unit of the Kane County Association for Home and Community Education.
  - b) Draft amendment and extension to the Lease Agreement with Vertical Bridge.
  - c) Resolution approving a marketing agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America in conjunction with the National League of Cities Service Line Warranty Program.
  - d) Pond Burning
  - e) Village Hall Cleaning
  - f) Tuscany Woods Trail Rehab
    - 1) Tree/Root work along path
    - 2) Construction by Champion Paving
  - g) Elm Street Elevated Water Storage Tank Painting Options
- 7. Village Board Committee Reports
  - a) Field & Trails
  - b) Business Development Commission
    - 1) Approval to purchase demographic reports from ESRI not to exceed \$1,500.
  - c) Economic Development
    - 1) Website Redesign Proposal
  - d) Finance
    - 1) Committee Meeting Report
    - 2) Accounts Payable
  - e) Planning/Zoning
  - f) Public Safety
  - g) Public Works
  - h) Village Services
- 8. New Business
- 9. Announcements
- 10. Executive Session
- 11. Any items to be reported on and acted upon by the Village Board after returning to open session.
- 12. Adjournment

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

# **VILLAGE OF HAMPSHIRE - BOARD OF TRUSTEES**

Meeting Minutes - September 21, 2017

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, September 21, 2017.

Present: Toby Koth; Christine Klein; Erik Robinson; Michael Reid; Janet Kraus; and Ryan Krejecki.

Absent: None

A quorum was established.

Staff & Consultants present: Village Finance Director Lori Lyons; Chief of Police Brian Thompson; and Village Attorney Mark Schuster. Linda Vasquez, Village Clerk, was absent. The Village Attorney took minutes in her absence.

The Pledge of Allegiance was recited.

Citizen Comment: None.

## Minutes

Trustee Krajecki moved to approve the minutes of September 7, 2017.

Seconded by Trustee Kraus. Motion carried by voice vote Aves: All

Nays: None Absent: None

## VILLAGE PRESIDENT REPORT

1. The Village President introduced Michael Chamber / National League of Cities, who made a presentation to the Board of Trustees regarding the League's Service Line Warranty Program. Mr. Chambers explained that, at a cost of \$7.75 per month, local residents could insure sewer service lines; and, for a cost of \$5.75 per month, they could insure water service lines. NLC maintains a 24-hour hotline, and a list of local contractors, for repairs to such service lines under its program. NLC offers a revenue share to the Village; administers the program for itself; and uses mailed marketing materials (no telephone calls) to sign up interested residents. Its experience has been to obtain 8 to 10% of residents for start -up, and up to 30-35% of residents after a three-year marketing effort. Commercial properties are not included at this time. NLC will submit a written agreement to the Village for review and approval. If approved by October 5, NLC would commence marketing efforts in the Village this fall.

2. Ordinance Amending the Village's Liquor Regulations, to create an additional license in the Class C-1 Liquor License category in the Village.

Trustee Robinson moved for to table to the Oct. 5, 2017 meeting, Ordinance No., 17-\_\_\_\_, amending the Village's Liquor Regulations to create an additional license in the Class C-1 Liquor License category in the Village, at the request of the Applicant for such license.

Seconded by Trustee Kraus Motion carried by roll call vote

Ayes: All Nays: None Absent: None.

3. Designation of Freedom of Information Officer(s) under 5 ILCS 140/3.5.

Trustee Kraus moved to designate Ms. Gina Land, records clerk at the Police Department, as a FOIA Officer for the Village.

Seconded by Trustee Koth Motion carried by voice vote

Ayes: All Nays: None Absent: None

4. Approval of sidewalk bid.

Trustee Krajecki moved to accept the bid of Stamper Concrete, Inc. for sidewalk work at 226 Red Hawk Drive in the Village, in the amount of \$1,100.00 (Village share = \$356.57).

Seconded by Trustee Klein Motion carried by roll call vote.

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

Nays: None Absent: None.

## VILLAGE BOARD COMMITTEE REPORTS

## a. Field & Trails

Trustee Krajecki reported that the Committee continues to discuss with the Veterans organizations plans to establish a Veterans Memorial in the Village.

Village President Magnussen reported that the Village will undertake needed repairs of the Jake Lane walking/bicycle pathway; discussions are underway with the companies that have bid on the paving contract (Schroeder Paving, and Champion Paving), to add this repair

## b. Business Development Commission

Trustee Krajecki reported that the Business Development Commission had a meeting on

September 20, 2017. The Commission is following up on its "smart growth" review of the Village circumstances

## c. Economic Development

Trustee Reid reported that the Committee continues to work on the signage for Hampshire Industrial Park with the assistance of the Chamber of Commerce.

### d. Finance

## i) Accounts Payable

Trustee Klein moved to approve certain employees reimbursements to Trustee Reid in the amount of \$77.11 and Ryan Rasmussen Street Department in the amount of \$202.50, totaling \$229.61.

Seconded by Trustee Koth. Motion carried by roll call vote

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

Nays: None Absent: None

Trustee Klein moved to approve accounts payable in the amount of \$115,690.85 to be paid on or before September 27, 2017.

Seconded by Trustee Krajecki. Motion carried by roll call vote

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

Nays: None Absent: None

## e. Planning/Zoning

Trustee Robinson noted that the Plan Commission will have a meeting on October 9, 2017 to consider a Concept Plan filed by Hampshire Properties, LLC regarding Tuscany Woods Subdivision, Unit 2.

## f. Public Safety

Trustee Reid reported that the Public Safety Committee had a meeting on Thursday, September 14, 2017, with a representative of CUSD 300, to discuss the issue of traffic flow at Hampshire Middle School. The Village recently withheld payment of transition fees to the School District pending an update from the District. The District reported that it has a facilities plan under review, to be presented to the School Board soon. The Village asked if the School District would supply and utilize cones to improve the traffic flow at the school. The District asked that the police officer assigned to the school direct traffic. The District also demanded immediate release of the transition fees due to the District.

The Village President agreed to follow up with the District by correspondence to the Superintendent; the Board will consider release of transition fees at its next meeting. The Village President will require that the School District supply cones to improve traffic flow; agree to reimburse the Village for overtime expense incurred for the school officer's work on directing traffic; and that the District file with the Village Clerk the annual reports

regarding use of transition fees due in accordance with the 2007 intergovernmental agreement entered into by the School District.

## g. Public Works

Trustee Koth reported that the Public Works Department desires additional space / a new building for storage of its equipment. Consideration is being given to renting space for the coming winter months for this purpose.

## h. Village Services

Trustee Kraus reported that she is reviewing options for street light replacement with Mr. Scheck.

## ANNOUNCEMENTS:

Village President Magnussen reported that the Palazollo building has been sold to a new owner who intends to lease out the premises for a restaurant.

## **EXECUTIVE SESSION:**

None

## ADJOURNMENT:

Trustee Krajecki moved to adjourn the Village Board meeting at 8:03 p.m.

Seconded by Trustee Klein Motion carried by voice vote

Ayes: All Nays: None Absent: None

> Mark Schuster Village Attorney for Village Clerk

# PROCLAMATION

- WHEREAS, Illinois Association for Home and Community Education was organized under the name Illinois Home Bureau Federation for the purpose of improving rural living and family and community life; and
- WHEREAS, Illinois Association for Home and Community Education was initiated in July, 1915; an Advisor was hired by the University of Illinois to develop a home improvement association. Kane County joined this University of Illinois Extension program in 1918 as the Kane County Home Improvement Association and evolved into the Kane County Home Bureau in 1920; and
- WHEREAS, the Kane County Home Bureau evolved into the Kane County Homemakers Extension Association in 1962, the Kane County Association for Family and Community Education in 1993, the Kane County Homemakers Education Association in 1996, and the Kane County Association for Home and Community Education in 2008, and
- WHEREAS, Kane County Association for Home and Community Education is based at the University of Illinois Extension, 535 Randall Road, St. Charles, Illinois; and
- WHEREAS, Kane County Association for Home and Community Education is dedicated to addressing the issues of community outreach, cultural enrichment, family living, international study, public relations and community involvement for the entire population of Kane County, regardless of sex, race, color, ethnic background or economic circumstances.
- THEREFORE, I, Jeffrey R. Magnussen, President of the Village of Hampshire, do hereby congratulate the Hampshire-Henpeck Unit of Kane County Association for Home and Community Education and proclaim October 8-14, 2017 as HCE Week, in commendation of KCAHCE members for their dedication and commitment to the welfare of local communities in Kane County.
- IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Village of Hampshire to be affixed this day of 2017.

Jeffrey R. Magnussen
President, Village of Hampshire

# AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

FOR: October 3, 2017 Village Board Meeting

RE: Draft Amendment and Extension to the Lease Agreement with Vertical

**Bridge** 

**Background.** Following up to the discussion held at the August 10, 2017 board meeting regarding a proposed amendment and extension to the Lease Agreement with Vertical Bridge (VB), the successor to US Cellular, the Village is in receipt of the attached draft amendment and extension which now contains all proposed changes with one exception. This agreement involves the cell tower on Klick Street.

Analysis. The draft agreement amends the lease to add eight additional five year renewal periods, and provides for a share the rent received from sub-leasees at a rate of 25%, as discussed. Separate ground leases with the Village will no longer be required. The agreement gives Vertical Bridge the right of first refusal should the Village be approached in the future about buying out one any separate ground leases that it has in place (AT&T) or should the property be offered for sale. There is also a provision for a one time lease amendment fee of \$2,000.00. The one requested amendment item that is missing at this time is a requirement to have all sub-leasees periodically remit a certificate of insurance naming the Village as additional insured during the term of their lease plus extensions.

Recommendation. Staff recommends approval of the second amendment to the ground lease with Vertical Bridge (VB-S1 Assets, LLC) upon the inclusion of the certificate of insurance requirement noted above.

The original ground lease with US Cellular and Assignment and Assumption Agreement are included here for reference.

#### SECOND AMENDMENT TO GROUND LEASE

	THIS S	ECOND	AMENDN	1EI	NT TO GR	OUND LEAS	SE (thi	s " <mark>Amendm</mark>	ient"),	dated as
of this		lay of _			,	2017 (the "I	Effectiv	ve Date"), b	y and	between
VILLA	GE O	F HAM	IPSHIRE,	a	municipal	corporation	(the	"Landlord"	), and	VB-S1
<b>ASSET</b>	rs, LLC	, a Dela	ware limite	d li	ability com	pany, as succ	essor b	y merger to	VB M	idwest I,
LLC, a	nd its su	ccessors	and assign:	s (t	he "Tenant	"), recites and	d provi	des:		

#### RECITALS

WHEREAS, Landlord is the fee owner of certain real property located in Kane County, Illinois, which is more particularly described in the Lease (the "Landlord's Parcel");

WHEREAS, Tenant, by way of assignment, is the tenant under that certain Ground Lease by and between Landlord and United States Cellular Operating Company of Chicago, LLC (predecessor in interest to Tenant) dated February 15, 2007 (the "Original Lease"), as amended by that certain First Amendment to Ground Lease by and between Landlord and United States Cellular Operating Company of Chicago, LLC dated June 27, 2014 (the "First Amendment" and together with the Original Lease, as assigned and as amended and as may be further assigned, amended or modified from time to time, collectively the "Lease"), as evidenced by that certain Memorandum of Lease dated February 15, 2007 and recorded on September 11, 2007, by the Kane County Recorder's Office, Illinois, in Instrument No. 2007K093848;

WHEREAS, pursuant to the Lease, Tenant leases from Landlord a portion of Landlord's Parcel, which leasehold parcel is more particularly described in the Lease (the "Leasehold Parcel");

WHEREAS, Tenant owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Leasehold Parcel ("Improvements");

WHEREAS, Landlord currently has ground leases with subtenants of Tenant related to such subtenants' use of the Improvements on a portion of the Landlord's Parcel outside of the Leasehold Parcel (the "Carrier Property" and together with the Leasehold Parcel, collectively, the "Site Property"); and

WHEREAS, Landlord and Tenant now desire to amend the Lease as more particularly provided below.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

- 1. <u>Defined Terms; Recitals</u>. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.
- 2. <u>Amendment Fee</u>. Simultaneous with execution of this Amendment and as a condition to its effectiveness, Tenant shall pay an amendment fee of Two Thousand and 00/100 Dollars (\$2,000.00) to Landlord.
- 3. Additional Renewal Terms. The Lease is amended to add eight (8) additional five (5) year renewal periods (collectively, the "Additional Renewal Terms" and each five (5) year renewal period is referred to as an "Additional Renewal Term"). Such Additional Renewal Terms shall be deemed automatically exercised by Tenant unless Tenant provides written notice to Landlord of non-renewal at least thirty (30) days prior to expiration of the then current term.
- 4. <u>Subleasing</u>. Paragraph 17 of the Lease, as amended in the First Amendment, is hereby deleted in its entirety and the following is inserted in lieu thereof:
  - "17. <u>Subleasing</u>. Tenant shall have the right to sublet or license all or any portion of the Leasehold Parcel to sub-tenants, subject to continued conformance with the Village Zoning Regulations governing communications towers and without otherwise having to obtain the Landlord's consent."
- Revenue Share. In addition to and separate from the Base Rent, Tenant shall pay to the Landlord twenty-five percent (25%) of rents received by Tenant from any applicable Subtenants, exclusive of non-recurring fees (e.g. Structural Analysis Fees and capital expenditures) and reimbursements (such as for taxes and utilities) ("Revenue Share"). The Revenue Share shall be paid to Landlord with the Base Rent in the month immediately following receipt by Tenant from the applicable Subtenant. Upon reasonable written request, Tenant shall provide Landlord copies of any applicable Sublease for the purpose of confirming the identity of and contact information for such Subtenant, relevant financial terms (including but not limited to rent, for purposes of confirming the Revenue Share), and other pertinent information; provided, such Sublease may otherwise be reasonably redacted by Tenant. For the purposes of this Section 5, "Subtenant" shall mean any subtenant or licensee of Tenant, that: (i) has entered into a sublease or license with Tenant for the use of the Improvements on or after the Effective Date; (ii) is not paying any rent or fees directly to Landlord for the use of ground space related to the use of Tenant's Improvements; or (iii) is not the sole subtenant or licensee of Tenant. For the purposes of this Section 5, "Sublease" shall mean any sublease or license between Tenant and a Subtenant.
- 6. <u>Right of First Refusal</u>. In the event that Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Site Property (the "ROFR Property") to any third party, Landlord shall offer Tenant a right of first refusal to purchase or acquire the Site Property (or such larger portion of Landlord's property

that encompasses the Site Property, if applicable) or such interest proposed to be conveyed. Landlord shall provide a copy of any offer to purchase, or any executed purchase agreement or letter of intent ("Offer"), to Tenant which copy shall include, at a minimum, the purchase or acquisition price, proposed closing date, and financing terms ("Minimum Terms"). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms; provided, the closing date shall be no sooner than sixty (60) days after Tenant's purchase election notice. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its rights of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant's continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("Permitted Sale"). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant's waiver of its rights of first refusal, such Offer shall be deemed to have lapsed.

- 7. <u>Landlord's Parcel Restriction</u>. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Landlord's Parcel for wireless communications or broadcast facilities during the term of the Lease (such restriction shall run with Landlord's Parcel and be binding on the successors and assigns of Landlord).
- 8. <u>Exclusive Use</u>. The Leasehold Parcel may be used and subleased exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment.
- 9. <u>Memorandum of Lease</u>. Tenant shall be permitted to record a First Amendment to Memorandum of Lease ("**MOL**"), reflecting the terms of the Lease as modified by this Amendment, and Landlord shall promptly execute such MOL at Tenant's request.
- 10. <u>Notices</u>. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

#### If to Tenant:

VB-S1 Assets, LLC c/o Vertical Bridge Holdings, LLC 750 Park of Commerce Drive, Suite 200 Boca Raton, FL 33487 Attention: General Counsel Ref: US-IL-5382

If to Landlord:

Village of Hampshire 234 S. Street Hampshire, Illinois 60140

- 11. <u>Estoppels</u>. Landlord shall, within ten (10) days of the request of the Tenant or any lender or prospective lender of Tenant, provide an estoppel certificate as to any matters reasonably requested by the Tenant or Tenant's lender.
- 12. <u>Confidentiality</u>. Landlord shall keep the terms of the Lease confidential, and shall not disclose any terms contained within the Lease to any third-party other than such terms as are set forth and recorded in an applicable memorandum of lease, other than in connection with a bona fide third-party sale of the fee interest in the Leasehold Parcel or in connection with financing by a third party institutional bank or required by law.
- 13. <u>Representations of Landlord</u>. Landlord warrants and represents that: (i) it is the owner in fee simple of the Landlord's Leasehold Parcel; (ii) it alone has full right to lease the Leasehold Parcel on the terms of the Lease, as amended; and (iii) it has the full authorization and authority to execute this Amendment.
- 14. <u>Counterparts/Facsimile Signatures</u>. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. For the purposes of this section, "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.
- 15. <u>Ratification</u>. Except as amended and modified herein, the Lease is ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Lease and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease.

[Remainder of page is intentionally blank. Signatures begin on following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

WITNESSES:	LANDLORD:
	VILLAGE OF HAMPSHIRE, a municipal corporation
Print Name:	
	By: Name:
Print Name:	Title:
STATE OF ILLINOIS COUNTY OF	
Notary Public of the State of Illinois, personally ap	, 2017, before me, the subscriber, a
, as of the V corporation, personally known to me or proved to individual whose name is subscribed to the forego so to do, executed the foregoing instrument as his/h	me on the basis of satisfactory evidence to be the bing document, and that he/she, being authorized
Given under my hand and official seal this	s day of, 2017.
	Notary Public My commission expires:
	(NOTARIAL SEAL)

WITNESSES:	TENANT:
	VB-S1 ASSETS, LLC, a Delaware limited liability company
Print Name:	
	By: Name: Alex Gellman Title: Chief Executive Officer
STATE OF FLORIDA COUNTY OF	
I hereby certify that on this day of	d Alex Gellman, the Chief Executive Officer of company, personally known to me or proved to the individual whose name is subscribed to the
Given under my hand and official seal this	day of, 2017.
	Notary Public My commission expires:
	[NOTARIAL SEAL]

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Sidley Austin LLP One South Dearborn Chicago, Illinois 60603 Attn: Elizabeth K. McCloy

Said lease is for a term of less than 30 years, including all renewal options.

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is made as of January 30, 2015, by and among UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC, a Delaware limited liability company ("Assignor"), and VB MIDWEST I LLC, a Delaware limited liability company ("Assignee").

#### RECITALS:

WHEREAS, Assignor holds all right title and interest in the agreement described on Exhibit A hereto.

#### WITNESSETH:

NOW THEREFORE, For Ten Dollars (\$10.00) and value received and in consideration of the mutual promises of the parties hereto, Assignor hereby grants, transfers, and assigns to Assignee, its successors and assigns, all right, title, interest and benefit of Assignor in and to that certain agreement described on Exhibit A attached hereto and by this reference made a part hereof, together with any extensions or modifications thereof and supplements thereto, and all rights appurtenant thereto and under any other documents described on Exhibit A, and Assignee hereby expressly assumes all obligations of Assignor thereunder, and under any other documents described in said Exhibit A.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, an intending to be bound thereby, the parties hereto have caused this Agreement to be executed and delivered and have hereunto set their hands and seals, as of the day and year above set forth.

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Z 30.	SS	1 24	* 1	v	1	٠

UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC, a Delaware limited liability company

By:

Thomas Weber Vice President

STATE OF ILLINOIS	)
	) ss
COUNTY OF COOK	)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Thomas Weber, personally known to me to be the Vice President of UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he/she signed and delivered said instrument, as his/her free and voluntary act, and as the free and voluntary act.

GIVEN under my hand and notarial seal this 28 day of January, 2015.

Notary Public

My Commission Expires:

[SIGNATURES CONTINUED ON NEXT

## Assignee:

## VB Midwest I LLC,

a Delaware limited liability company

By:

United States Cellular Operating Company of Chicago, LLC

Its Sole Member

By:

Thomas Weber Vice President

STATE OF ILLINOIS	)
	) ss
COUNTY OF COOK	)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Thomas Weber, personally known to me to be the Vice President of VB MIDWEST I LLC, a Delaware limited liability company and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he/she signed and delivered said instrument, as his/her free and voluntary act, and as the free and voluntary act.

GIVEN under my hand and notarial seal this 2 day of January, 2015.

Notary Public

My Commission Expires:

"OFFICIAL SEAL"
LISA L MEZYK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/8/2018

## **EXHIBIT A**

## Agreements

Ground Lease made and entered into as of February 15, 2007, between Village of Hampshire and United States Cellular Operating Company of Chicago, LLC, as evidenced by Memorandum of Lease recorded on September 11, 2007 with the Kane County Recorder's Office as Document No. 2007K093848, as heretofore amended or modified, relating to the property described on Schedule 1.

## Schedule 1 Legal Description

Street Address: 100 Klick Street, Hampshire, IL

PIN: 01-21-451-002; 01-21-451-022; and 01-21-476-014

PARCEL 1: LOTS 15 AND 16 IN BLOCK 4 OF JACOB RINN'S ADDITION TO THE VILLAGE OF

HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON STAKE ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST MARKING THE SOUTHWEST CORNER OF THE CHICAGO AND PACIFIC RAILROAD ACCORDING TO THE DEED AS RECORDED ON JUNE 2, 1897, IN THE OFFICE OF THE COUNTY RECORDER OF KANE COUNTY, ILLINOIS, IN BOOK 365 ON PAGE 623 AS DOCUMENT NUMBER 29348; RUNNING THENCE EASTERLY ALONG SAID RAILROAD RIGHT-OF-WAY LINE 1077.50 FEET TO AN IRON STAKE FOR A PLACE OF BEGINNING; CONTINUING THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE 243.50 FEET TO AN IRON STAKE ON THE EAST LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21; RUNNING THENCE SOUTHERLY ALONG SAID EASTERLY LINE, AT AN ANGLE OF 90 DEGREES 20 MINUTES MEASURED COUNTER CLOCK WISE FROM THE LAST DESCRIBED COURSE, 380.50 FEET TO AN IRON STAKE; RUNNING THENCE WESTERLY, AT AN ANGLE OF 89 DEGREES 33 MINUTES MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED COURSE, 243.50 FEET TO AN IRON STAKE WHICH IS 380.00 FEET SOUTH TO THE PLACE OF BEGINNING. SITUATED IN THE TOWNSHIP OF HAMPSHIRE COUNTY OF KANE IN THE STATE OF ILLINOIS.

PARCEL 3: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER: THENCE NORTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, (ASSUMED) ALONG THE WEST LINE OF SAID QUARTER QUARTER SECTION, 1170.16 FEET TO THE SOUTHWEST CORNER OF A STRIP OF LAND, 100 FEET IN WIDTH, CONVEYED TO THE CHICAGO AND PACIFIC RAILROAD COMPANY BY INSTRUMENT RECORDED JUNE 2, 1897 AS DOCUMENT NUMBER 29348, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 0 MINUTES 10 SECONDS EAST, 100.00 FEET TO THE NORTHWEST CORNER OF SAID STRIP OF LAND; THENCE NORTH 89 DEGREES 56 MINUTES 33 SECONDS EAST, ALONG THE NORTH LINE OF SAID STRIP OF LAND, BEING ALSO THE SOUTH LINE OF THE PRESENT SOO LINE RAILROAD RIGHT OF WAY AS DESCRIBED IN DEED RECORDED JUNE 14, 1989 AS DOCUMENT NUMBER 1978774, 1318.47 FEET TO THE EAST LINE OF SAID QUARTER QUARTER SECTION, BEING THE NORTHEAST CORNER OF SAID STRIP OF LAND; THENCE SOUTH 0 DEGREES 3 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION 100.00 FEET TO THE SOUTHEAST CORNER OF SAID STRIP OF LAND; THENCE SOUTH 89 DEGREES 56 MINUTES 33 SECONDS WEST, 1318.37 FEET TO THE POINT OF BEGINNING IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF KLICK STREET AND RINN AVENUE VACATED PER PLAT OF VACATION RECORDED NOVEMBER 20, 2001, AS DOCUMENT NUMBER 2001K122666 (EXCEPT THE NORTH HALF OF SAID VACATED RINN STREET LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID KLICK STREET), ALL IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

#### LEASE PARCEL:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON STAKE AT THE SOUTHWEST CORNER OF PROPERTY CONVEYED BY WARRANTY DEED RECORDED JANUARY, 1968 IN BOOK 2433 PAGE 492, AS DOCUMENT NUMBER 11053566: THENCE NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID PROPERTY, 324.68 FEET TO AN IRON STAKE; THENCE CONTINUING NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST 155.32 FEET TO A POINT ON THE NORTH LINE OF A STRIP OF LAND, 100 FEET IN WIDTH, CONVEYED TO THE CHICAGO AND PACIFIC RAILROAD COMPANY BY INSTRUMENT RECORDED JUNE 2, 1897 AS DOCUMENT NUMBER 29348; THENCE SOUTH 89 DEGREES 51 MINUTES 23 SECONDS EAST, ALONG THE NORTH LINE OF SAID STRIP OF LAND, BEING ALSO THE SOUTH LINE OF THE PRESENT SOO LINE RAILROAD RIGHT OF WAY AS DESCRIBED IN DEED RECORDED JUNE 14, 1989 AS DOCUMENT NUMBER 1978774, 111.50 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 23 SECONDS EAST 50.00 FEET; THENCE SOUTH 0 DEGREES 8 MINUTES 37 SECONDS WEST 25.00 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 23 SECONDS WEST 50.00 FEET; THENCE NORTH 0 DEGREES 8 MINUTES 37 SECONDS EAST 25.00 FEET TO THE POINT OF BEGINNING; ALL IN KANE COUNTY, ILLINOIS, AND CONTAINING 1250 SQUARE FEET THEREIN.

#### ACCESS/UTILITY EASEMENT:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON STAKE AT THE SOUTHWEST CORNER OF PROPERTY CONVEYED BY WARRANTY DEED RECORDED JANUARY, 1968 IN BOOK 2433 PAGE 492, AS DOCUMENT NUMBER 11053566: THENCE NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID PROPERTY, 324.68 FEET TO AN IRON STAKE; THENCE CONTINUING NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST 155.32 FEET TO A POINT ON THE NORTH LINE OF A STRIP OF LAND, 100 FEET IN WIDTH, CONVEYED TO THE CHICAGO AND PACIFIC RAILROAD COMPANY BY INSTRUMENT RECORDED JUNE 2, 1897 AS DOCUMENT NUMBER 29348; THENCE SOUTH 89 DEGREES 51 MINUTES 23 SECONDS EAST, ALONG THE NORTH LINE OF SAID STRIP OF LAND, BEING ALSO THE SOUTH LINE OF THE PRESENT SOO LINE RAILROAD RIGHT OF WAY AS DESCRIBED IN DEED RECORDED JUNE 14, 1989 AS DOCUMENT NUMBER 1978774, 161.50 FEET TO A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 8 MINUTES 37 SECONDS WEST 25.00 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 23 SECONDS EAST 24.77 FEET; THENCE SOUTH 27 DEGREES 9 MINUTES 33 SECONDS EAST 68.61 FEET; THENCE SOUTH 0 DEGREES 38 MINUTES 56 SECONDS WEST 98.81 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 4 SECONDS EAST 25.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST, ALONG SAID EAST LINE AND ALSO THE WEST LINE OF THAT PART OF KLICK STREET VACATED PER DOCUMENT NUMBER 2001K122666, 105.00 FEET; THENCE NORTH 27 DEGREES 9 MINUTES 33 SECONDS WEST 90.03 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 23 SECONDS WEST TO THE POINT OF BEGINNING; ALL IN KANE COUNTY, ILLINOIS, AND CONTAINING 5340 SQUARE FEET THEREIN.

#### ASSIGNMENT OF MEMBERSHIP INTEREST

(for VB Midwest I LLC)

THIS ASSIGNMENT OF MEMBERSHIP INTEREST (this "Assignment") is made and entered into effective as of January 30, 2015 between (i) United States Cellular Operating Company of Chicago, LLC, a Delaware limited liability company ("Assignor") and indirect wholly owned subsidiary of United States Cellular Corporation, a Delaware corporation ("U.S. Cellular"), and (ii) Vertical Bridge Midwest LLC, a Delaware limited liability company ("Assignee").

WHEREAS, reference is made to that certain Purchase and Sale Agreement, dated December 10, 2014 (the "Purchase Agreement"), by and among U.S. Cellular, Assignee, Vertical Bridge Midwest LLC and (for the limited purposes set forth therein) Vertical Bridge Holdings, LLC;

WHEREAS, capitalized terms used but not defined herein have the meanings given to them in the Purchase Agreement;

WHEREAS. Assignor is the sole owner of the Membership Interest in VB Midwest I LLC, a Delaware limited liability company (the "Transferred Membership Interest");

WHEREAS, pursuant to, and subject to the terms and conditions of, the Purchase Agreement, U.S. Cellular agreed to cause Assignor to transfer the Transferred Membership Interest to Assignee; and

WHEREAS, in fulfillment of certain of U.S. Cellular's obligations under the Purchase Agreement, Assignor desires to transfer to Assignee the Transferred Membership Interest.

NOW, THEREFORE, FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in and to the Transferred Membership Interest.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Membership Interest as of the date first written above.

## ASSIGNOR:

UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC

By: M Well

Name: Thomas Weber Title: Vice President

## ASSIGNEE:

VERTICAL BRIDGE MIDWEST LLC

Name: Alexander L. Gellman

Name: Alexander L. Geltman Title: Chief Executive Officer

Site Name: Hampshire Site No. 8831368

## **GROUND LEASE**

This Lease is made and entered into as of the 15<sup>th</sup> day of February, 2007, by and between Village of Hampshire, having an address at 234 S. State St., Hampshire, IL 60140-0457, hereinafter referred to as "Landlord," and United States Cellular Operating Company of Chicago, LLC, a Delaware LLC, having an address at Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease. (a) Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord the following described parcel (the "Leasehold Parcel"):

Approximate dimensions: 25' x 50'

Approximate Square Feet: 1250

Location: 100 Klick Street, Hampshire, IL 60140

in Kane County, State of Illinois. This description of the Leasehold Parcel shall be superseded by a surveyed legal description that shall be attached to this lease as Exhibit A."

- During the Initial Option Term (as defined below) and any extension thereof, and during the term of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises (as hereinafter defined) and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Leasehold Parcel. the environmental history of the Leasehold Parcel, Landlord's title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant's Permitted Use (as hereinafter defined), all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection.
- (c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of \$1250.00 upon execution of this Lease by Landlord and Tenant. The Option will be for an initial term of twelve months (the "Initial Option Term") and may be renewed by Tenant for an additional six months upon written notification to Landlord and the payment of an additional \$1250.00 no later than ten (10) days prior to the expiration date of the Initial Option Term.

- (d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord hereby leases the Leasehold Parcel to the Tenant subject to the following terms and conditions.
- 2. Grant of Easements. Landlord hereby grants to Tenant an access easement 30 feet in width from the Leasehold Parcel to the nearest accessible public right-of-way (the "Access Easement") and a utility easement 10 feet in width to the nearest suitable utility companyapproved service connection points (the "Utility Easement"); the Access Easement and the Utility Easement are collectively referred to herein as the "Easements"; the lands underlying the Access Easement and the Utility Easement are collectively referred to herein as the "Easement Parcels," which Easement Parcels are further described in Exhibit "A" attached hereto and incorporated herein). The Easements granted herein shall include, but not be limited to, (a) the right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels, (b) the right to improve an access road within the Access Easement Parcel, (c) the right to place utility lines and related infrastructure within the Utility Easement Parcel, (d) the right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of (i) installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel and (ii) improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery, and (e) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and the Easement Parcels are collectively referred to herein as the "Premises." Landlord agrees to make such additional direct grants of easement as Tenant may request in order to further the purposes for which Tenant has been granted the easements set forth in this Section 2.
- 3. <u>Use of the Premises</u>. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, and a security fence, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Improvements"); Tenant's use described in this Section 3 is hereinafter referred to as the ("Permitted Use"). Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week.
- 4. <u>Term of Lease</u>. In the event Tenant exercises the Option, the initial Lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date (as defined below). The Initial Term will terminate on the last day of the month in which the fifth anniversary of the Commencement Date falls.
- 5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to four additional terms of five years each, upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term (as same may have been extended in accordance with this Section 5).

- 6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving 30 days' prior written notice to Landlord.
- 7. <u>Base Rent</u>. Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant shall pay Base Rent to Landlord in the amount of \$1500.00 per month, the first payment of which shall be due within 30 days of the Commencement Date and installments thereafter on the first day of each calendar month. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Base Rent on behalf of the Landlord. Base Rent will be prorated for any partial month.
- 8. Adjusted Base Rent. On the annual anniversary of the Commencement Date and throughout the duration of the Lease as renewed and extended, the Base Rent shall be adjusted annually on each anniversary date by an amount equal to three percent (3%).
- 9. <u>Utilities</u>. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations.
- 10. <u>Property Taxes</u>. Except as otherwise set forth in Paragraph 11, Landlord shall be responsible for payment of real property taxes related to Landlord's property of which the Leasehold Parcel is a part ("Landlord's Parcel"). Tenant shall be responsible for the real estate taxes levied against the Leasehold Parcel and for payment of all personal property taxes, where applicable, levied against Tenant's tangible personal property located on the Leasehold Parcel.
- (a) If the real property tax assessment classification of Landlord's Parcel changes as a result of Tenant's use thereof, then Tenant shall reimburse Landlord for real property tax increases attributable to such commercial use. In the absence of any definitive calculations of such increases in values, increases in the real property values reflected in Landlord's real property tax bill received after the first assessment date following Tenant's completion of construction shall be deemed to best approximate the tax impact attributable to Tenant.
- (b) If the Leasehold Parcel is eligible for a separate assessor's parcel number, the real property tax bill for the Leasehold Parcel shall be sent directly to and shall be paid by Tenant. If the Leasehold Parcel is not eligible for a separate assessor's parcel number, Landlord shall be responsible for payment of real property taxes related to Leasehold Parcel. Tenant shall reimburse Landlord for Tenant's proportionate share of such real property taxes paid by Landlord. Tenant's proportionate share shall be determined as the square footage of Leasehold Parcel, divided by the square footage of Landlord's Parcel, times total real property tax attributable to the land contained in Landlord's Parcel.
- (c) Tenant shall reimburse Landlord for Tenant's share of the real property taxes related to the Landlord's Parcel or to the Leasehold Parcel, as determined in paragraph (a) or (b) of this section, following Landlord's demand thereof. Landlord's requests to Tenant for reimbursement of such real property taxes should be addressed to:

U. S. Cellular, P.O. Box 31369, Chicago, IL 60631-0369

A copy of Landlord's real property tax bill and a paid tax receipt must accompany all Landlord's requests to Tenant for reimbursement of such real property taxes. Tenant shall only be responsible for real property tax reimbursements requested within one year of payment of such real property taxes by Landlord. Tenant shall comply with valid requests for reimbursement to Landlord by utilizing the same payment method utilized for rent payments related to this lease.

- (d) In order to ensure that Tenant's leasehold interest is not extinguished in the event that the real property taxes related to Landlord's Parcel become delinquent, Tenant shall have the right, but not the obligation, to pay delinquent real property taxes related to Landlord's Parcel. Tenant shall be entitled to take a credit against Base Rent under this lease for any such taxes paid by Tenant that exceed Tenant's proportionate share thereof, as determined in paragraph (a) or (b) of this section.
- 11. <u>Repairs and Maintenance</u>. Tenant shall be responsible for all repairs and maintenance of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises.
- 12. <u>Mutual Indemnification</u>. Each Party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other Party, against all claims, losses, costs, expenses, damages, and liabilities arising from: (i) the negligence, willful misconduct or strict liability of such Party, or its agents, employees, or contractors; or (ii) any material breach by such Party of any provision of this Agreement. Neither Party shall be responsible or liable to the other for any claim, loss, cost, expense, damage or liability arising from any claim to the extent attributable to any acts or omissions of the other Party.
- 13. <u>Insurance</u>. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of Two Million Dollars covering Tenant's work and operations upon Landlord's Parcel. Upon written request, Tenant shall provide Landlord with a certificate of insurance evidencing such insurance coverages and naming Landlord as an additional insured
- 14. <u>Monetary Default</u>. Tenant shall be in default under this Lease if Tenant fails to make a payment of Base Rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure.
- 15. Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure. Such grace period shall automatically be extended for an additional 90 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

- 16. <u>Assignment of Lease by Tenant</u>. This Lease shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.
- 17. <u>Subleasing</u>. Tenant shall have the unreserved and unqualified right to sublet all or any portion of the Premises to subtenants upon gaining Landlord's written approval which shall not be unreasonably withheld, conditioned or delayed. Any future subtenant (sublessee) of the tower shall be required to enter into a separate agreement for ground space with the Landlord as a condition of subleasing tower space from the Tenant.
- 18. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises.
- 19. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall remove the above ground improvements from the Premises. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground improvements.
- 20. <u>Quiet Enjoyment</u>. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term as the same may be extended, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.
- 21. <u>Subordination and Non-Disturbance</u>. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in Landlord's Parcel a non-disturbance agreement in form and substance reasonably satisfactory to Tenant.
- 22. <u>Environmental Warranty</u>. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Premises, and that Landlord has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereon.

- 23. <u>Attorneys' Fees</u>. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.
- 24. <u>Binding Effect</u>. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 25. <u>Entire Agreement</u>. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.
- 26. <u>Modifications</u>. This Lease may not be modified, except in writing signed by both parties.
- 27. <u>Non-Binding Until Full Execution</u>. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.
- 28. Subject to Tenant's prior approval which shall not be unreasonably withheld, conditioned or delayed Landlord shall have the right to locate up to two antennas used for the Landlord's emergency communications system on Tenant's Tower. Tenant agrees to allow Landlord the use of the Tower free of charge provided that Landlord's antennas do not interfere with Tenant's or any sub-lessee's use of the Tower. Landlord shall provide Tenant with a written request for any desire to utilize the Tower. Said request shall include the technical specifications of the Landlord's equipment including but not limited to the frequency range and ERP of the antenna(s). Landlord is solely responsible for any and all work associated with installing and maintaining Landlord's antenna(s). Landlord shall comply with any reasonable request by Tenant regarding the use of Tenant's Tower for Landlord's purpose.

[SIGNATURE PAGE FOLLOWS]

# Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.				
LANDLORD: Village of Hampshire	TENANT: United States Cellular Operating Company of Chicago, LLC, a Delaware LLC			
By:	By:			
Printed:	Printed:			
Title:	Title:			

ГАТЕ OF
OUNTY OF)
I, the undersigned, a notary public in and for the State and County aforesaid, do hereby retify that
Given under my hand and seal this day of, 2007.
Notary Public  My commission expires
TATE OF)  OUNTY OF)
I, the undersigned, a notary public in and for the State and County aforesaid, do hereby retify that (name)
Given under my hand and seal this day of, 2007.
Notary Public  My commission expires

#### Exhibit A

#### SUBJECT PROPERTY

PARCEL 1: LOTS 15 AND 16 IN BLOCK 4 OF JACOB RINN'S ADDITION TO THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON STAKE ON THE WEST LINE OF THE SOUTHEAST OUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST MARKING THE SOUTHWEST CORNER OF THE CHICAGO AND PACIFIC RAILROAD ACCORDING TO THE DEED AS RECORDED ON JUNE 2, 1897, IN THE OFFICE OF THE COUNTY RECORDER OF KANE COUNTY, ILLINOIS, IN BOOK 365 ON PAGE 623 AS DOCUMENT NUMBER 29348: RUNNING THENCE EASTERLY ALONG SAID RAILROAD RIGHT-OF-WAY LINE 1077.50 FEET TO AN IRON STAKE FOR A PLACE OF BEGINNING; CONTINUING THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE 243.50 FEET TO AN IRON STAKE ON THE EAST LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21; RUNNING THENCE SOUTHERLY ALONG SAID EASTERLY LINE, AT AN ANGLE OF 90 DEGREES 20 MINUTES MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED COURSE, 380.50 FEET TO AN IRON STAKE; RUNNING THENCE WESTERLY, AT AN ANGLE OF 89 DEGREES 33 MINUTES MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED COURSE, 243.50 FEET TO AN IRON STAKE WHICH IS 380.00 FEET SOUTH TO THE PLACE OF BEGINNING. SITUATED IN THE TOWNSHIP OF HAMPSHIRE COUNTY OF KANE IN THE STATE OF ILLINOIS.

PARCEL 3: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST OUARTER OF SAID SOUTHEAST OUARTER; THENCE NORTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, (ASSUMED) ALONG THE WEST LINE OF SAID QUARTER OUARTER SECTION, 1170.16 FEET TO THE SOUTHWEST CORNER OF A STRIP OF LAND, 100 FEET IN WIDTH, CONVEYED TO THE CHICAGO AND PACIFIC RAILROAD COMPANY BY INSTRUMENT RECORDED JUNE 2, 1897 AS DOCUMENT NUMBER 29348, FOR THE POINT OF BEGINNING: THENCE CONTINUING NORTH 0 DEGREES 0 MINUTES 10 SECONDS EAST, 100.00 FEET TO THE NORTHWEST CORNER OF SAID STRIP OF LAND; THENCE NORTH 89 DEGREES 56 MINUTES 33 SECONDS EAST, ALONG THE NORTH LINE OF SAID STRIP OF LAND, BEING ALSO THE SOUTH LINE OF THE PRESENT SOO LINE RAILROAD RIGHT OF WAY AS DESCRIBED IN DEED RECORDED JUNE 14, 1989 AS DOCUMENT NUMBER 1978774. 1318.47 FEET TO THE EAST LINE OF SAID QUARTER QUARTER SECTION, BEING THE NORTHEAST CORNER OF SAID STRIP OF LAND; THENCE SOUTH 0 DEGREES 3 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION 100.00 FEET TO THE SOUTHEAST CORNER OF SAID STRIP OF LAND; THENCE SOUTH 89 DEGREES 56 MINUTES 33 SECONDS WEST, 1318.37 FEET TO THE POINT OF BEGINNING IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF KLICK STREET AND RINN AVENUE VACATED PER PLAT OF VACATION RECORDED NOVEMBER 20, 2001, AS DOCUMENT NUMBER 2001K122666 (EXCEPT THE NORTH HALF OF SAID VACATED RINN STREET LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID KLICK STREET), ALL IN THE

SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

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THAT PART OF THE SOUTHEAST OUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON STAKE AT THE SOUTHWEST CORNER OF PROPERTY CONVEYED BY WARRANTY DEED RECORDED JANUARY, 1968 IN BOOK 2433 PAGE 492, AS DOCUMENT NUMBER 11053566: THENCE NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID PROPERTY, 324.68 FEET TO AN IRON STAKE; THENCE CONTINUING NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST 155.32 FEET TO A POINT ON THE NORTH LINE OF A STRIP OF LAND. 100 FEET IN WIDTH, CONVEYED TO THE CHICAGO AND PACIFIC RAILROAD COMPANY BY INSTRUMENT RECORDED JUNE 2, 1897 AS DOCUMENT NUMBER 29348; THENCE SOUTH 89 DEGREES 51 MINUTES 23 SECONDS EAST, ALONG THE NORTH LINE OF SAID STRIP OF LAND, BEING ALSO THE SOUTH LINE OF THE PRESENT SOO LINE RAILROAD RIGHT OF WAY AS DESCRIBED IN DEED RECORDED JUNE 14, 1989 AS DOCUMENT NUMBER 1978774, 111.50 FEET TO A POINT OF BEGINNING: THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 23 SECONDS EAST 50.00 FEET; THENCE SOUTH 0 DEGREES 8 MINUTES 37 SECONDS WEST 25.00 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 23 SECONDS WEST 50.00 FEET; THENCE NORTH 0 DEGREES 8 MINUTES 37 SECONDS EAST 25.00 FEET TO THE POINT OF BEGINNING; ALL IN KANE COUNTY, ILLINOIS, AND CONTAINING 1250 SQUARE FEET THEREIN.

#### ACCESS/UTILITY EASEMENT:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON STAKE AT THE SOUTHWEST CORNER OF PROPERTY CONVEYED BY WARRANTY DEED RECORDED JANUARY, 1968 IN BOOK 2433 PAGE 492, AS DOCUMENT NUMBER 11053566: THENCE NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID PROPERTY, 324.68 FEET TO AN IRON STAKE; THENCE CONTINUING NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST 155.32 FEET TO A POINT ON THE NORTH LINE OF A STRIP OF LAND, 100 FEET IN WIDTH, CONVEYED TO THE CHICAGO AND PACIFIC RAILROAD COMPANY BY INSTRUMENT RECORDED JUNE 2, 1897 AS DOCUMENT NUMBER 29348; THENCE SOUTH 89 DEGREES 51 MINUTES 23 SECONDS EAST, ALONG THE NORTH LINE OF SAID STRIP OF LAND, BEING ALSO THE SOUTH LINE OF THE PRESENT SOO LINE RAILROAD RIGHT OF WAY AS DESCRIBED IN DEED RECORDED JUNE 14, 1989 AS DOCUMENT NUMBER 1978774, 161.50 FEET TO A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 8 MINUTES 37 SECONDS WEST 25.00 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 23 SECONDS EAST 24.77 FEET: THENCE SOUTH 27 DEGREES 9 MINUTES 33 SECONDS EAST 68.61 FEET; THENCE SOUTH 0 DEGREES 38 MINUTES 56 SECONDS WEST 98.81 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 4 SECONDS EAST 25.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST OUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST, ALONG SAID EAST LINE AND ALSO THE WEST LINE OF THAT PART OF KLICK STREET VACATED PER DOCUMENT NUMBER 2001K122666, 105.00 FEET: THENCE NORTH 27 DEGREES 9 MINUTES 33 SECONDS WEST 90.03 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 23 SECONDS WEST TO THE POINT OF BEGINNING; ALL IN KANE COUNTY, ILLINOIS, AND CONTAINING 5340 SQUARE FEET THEREIN.

AFFECTS PERMANENT TAX INDEX NUMBERS: 01-21-451-002, 01-21-451-022 AND 01-21-476-014

Site Plan and Survey attached hereto

No. 17 -

## A RESOLUTION

## APPROVING A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA IN CONJUNCTION WITH THE NATIONAL LEAGUE OF CITIES SERVICE LINE WARRANTY PROGRAM

WHEREAS, National League of Cities has instituted a warranty program for repair and/or replacement of water and sewer service lines for property owners; and

WHEREAS, under the provisions of the Hampshire Village Code, a property owner is responsible to maintain the water service pipe and the sewer service pipe extending from the Village main to any improvements on the owner's property, Hampshire Municipal Code, § 8-1-4; and

WHEREAS, the Village desires to offer such property owners the opportunity to purchase certain warranty products through the service line warranty program of National League of Cities administered by Utility Service Partners Private Label, Inc. d/b/a/ Service Line Warranties of America; and

WHEREAS, Utility Service Partners Private Label, Inc. has submitted to the Village a written agreement to market its warranty products in the Village; and

WHEREAS, the Corporate Authorities deem it advisable to enter into such Marketing Agreement with Utility Service Partners Private Label, Inc. for such marketing services.

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

- Section 1. The Marketing Agreement proposed by Utility Service Partners Private Label, Inc., in words and figures as attached hereto and incorporated herein as Exhibit "A," shall be and hereby is approved.
- Section 2. The Village President shall be and hereby is authorized to execute, said Agreement for and on behalf of the Village, provided that Utility Service Partners Private Label, Inc. shall first deliver to the Village an executed original of said Agreement.

Section 3.	This Resolution	shall take	effect	upon its	passage	and	approval	as
provided by law.								

ADOPTED this	s day of	, 2017.
AYES: _		

NAYS:	
ABSTAIN:	
ABSENT:	
APPROVED this day of	, 2017.
-	Jeffrey R. Magnussen Village President
ATTEST:	
Linda Vasquez Village Clerk	

## AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

FOR: October 5, 2017 Village Board Meeting

RE: Pond Burning

**Background.** Village staff reviewed the list of Illinois prescribed burn contractors maintained by the Natural Resources Conservation Service of the US Department of Agriculture, and contacted the same regarding burning the stormwater retention ponds in five areas between the railroad tracks to the north, IL Route 72 to the south, Runge Road to the east and Centennial Drive to the west. With the wet weather in the spring, the Village was told that it wouldn't be possible to have the areas burned until the fall.

Analysis. Only Tallgrass Restoration LLC of Schaumburg and Encap, Inc. of DeKalb responded to the request for proposal. Both contractors noted that understory brush as a concern that may hinder the effectiveness of the burn. Staff recommends utilizing the services of Encap as they provided the most comprehensive quote and are a long term contractor of the Village. Should the burn not provide the expected coverage, staff will seek additional proposals to perform brush removal in the spring.

**Recommendation.** Staff recommends Board acceptance the April 25 proposal of Encap in the amount of \$11,450 (including the fee to have the Village added as an additional insured) and requests authorization for staff to sign the attached proposal to further assure the ponds are burned this fall.



2585 Wagner Ct. DeKalb, IL 60115 Phone: 815.748.4500 Fax. 815.748.4255 www.encapinc.net

### PROPOSAL NO. 17-0425C

April 25, 2017

David Starrett
Village of Hampshire
234 S State Street/ PO Box 457
Hampshire, Illinois 60140
P: 847-683-9489 E:dstarrett@hampshireil.org

RE: Village of Hampshire Prescribed Burns- Multiple Areas (NW of Route 72 and Runge Road, Hampshire)

Lat: 42.094522 Long: -88.515317 (.5 mile)

	DESCRIPTION OF WORK	UNIT	# OF UNITS	UNIT COST	COST
	Unit 1 Prescribed Burn				_
1	(Approximately 7.5 Acres)	LS	1	\$2,500.00	\$2,500.00
_	Unit 2 Prescribed Burn				
2	(Approximately 8 Acres)	LS	1	\$2,500.00	\$2,500.00
	Unit 3 Prescribed Burn				
3	(Approximately 3 Acres)	LS	1	\$2,000.00	\$2,000.00
	Unit 4 Prescribed Burn				
4	(Approximately 2.5 Acres)	LS	1	\$2,000.00	\$2,000.00
	Unit 5 Prescribed Burn				
5	(Approximately 6 Acres)	LS	1	\$2,200.00	\$2,200.00
				TOTAL	\$11,200.00

A \$250 charge will be applied for every entity added as "additional insured".

Costs do not include prevailing wage.

There is a minimum charge of \$2,500 for prescribed burns.

Prescribed burn includes all labor, material, permitting, and burn break construction necessary to complete a successful burn on the specified acreage (per unit).

Prescribed burns typically achieve 65-95% burn coverage depending on site conditions. These results are considered successful.

Burn notices are included for properties immediately adjacent to the burn area. Additional burn notices can be provided at an additional cost of \$1 EA.

Please Note: Areas exist on-site with heavy understory brush coverage that will likely impede the coverage of the controlled burn. It is not expected that appropriate burn coverage will occur in these areas. A recommended task would be to perform brush removal, which can be provided for an additional cost.

Payment Agreement

Village of Hampshire, (hereinafter "Client") shall be solely liable for the timely payment of all amounts invoiced under this proposal. Invoices will be tendered by ENCAP, Inc. ("ENCAP") from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and promptly advise ENCAP in writing of the reasons for disputing any amount.

Client shall pay an additional charge of two (2) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ENCAP more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payments shall first be applied to accrued interest and then to the unpaid principal amount.

If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ENCAP may at any time, without waiving any other claim against Client and without incurring any liability to Client, suspend or terminate performance under this Agreement as long as any hazardous conditions created by ENCAP'S previously performed services are rendered non-hazardous to Clients employee's, agents and subcontractors, the general public, and the environment. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination. ENCAP shall be entitled to recover any and all costs of collection associated with recovery of amounts due under this Payment Agreement, including but not limited to reasonable attorney's fees.

Client will indemnify and hold harmless ENCAP and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, and shall pay any reasonable attorney's fees, expert witnesses fees, and ENCAP fees, and court costs arising or resulting from (1) Client's breach of this Agreement; or (2) Client's negligence or intentional misconduct.

Client shall accept full responsibility for payment notwithstanding any other agreement with owner or other party, and in no event will any provision in a contract, agreement, or understanding which conditions Client's payment to ENCAP upon receipt of the payment from any other party relieve Client from responsibility for payment to ENCAP.

By: ENCAP, Inc.		By: Village of Hampshire	
Jonathan Koepke	Date	Authorized Rep.	Da



### AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

FOR: October 5, 2017 Village Board Meeting

RE: Village Hall Cleaning

**Background.** Village Hall staff has been sharing cleaning responsibilities since January when Janitress Cheryl Johnson resigned. Ms. Johnson had cleaned for the Village since the fall of 2013 (first as an independent contractor and then as an employee). Staff has been seeking a replacement since Ms. Johnson's resignation.

Analysis. It was Staff preference to return to an independent contractor relationship with the individual responsible for cleaning. We have found Jeff Keegan, who comes with the recommendation of Resource Bank. Mr. Keegan has proposed cleaning Village Hall after business hours the Wednesday evening before each board meeting. His proposal is attached.

**Recommendation.** Staff recommends Board acceptance the September 26, 2017 proposal of Jeff Kegan of Keegan Cleaning and Carpet Care in the amount of \$50 per cleaning for two cleanings per month.

816 Stonecreek Ct. Genoa, IL 60135 **Phone: (815) 784-8517** 

### Keegan Cleaning & Carpet Care

P	ro	po	sal
177	T - T		

TO: HAMPSHIRE VILLAGE HALL	_
234 S. STATE ST	_
HAMPSHIRE IL 60140	_

Date: 9/26/17

SERVICES	AMOUNT	BALANCE
JANITORIAL CLEANING AT THE VILLAGE HALL		
OF HAMPSHIRE.		
CLEANING PUTIES TO INCLUSE:		
· GARDAGE AND RECYCLABIE REMOVAL AND CAN LINER		
REPLACEMENT AS NEEDED		
· VACURING OF ALL CARPETS AND THE AREAS		
· MOPPING OF ALL TILE AREAS		
· CLEANING AND SANITIZING OF BOTH WASHROOMS		
· CLEANING OF MICROWAVE AND REFRIDGERATUR		
AS NEEDED		
· GENERAL DUSTING / FINGER PRINTS + COFFEE KING KEMOURE ON		
DESK TUPS		
· DISTING OF CEICING FANG + BASEBUARDS AS NEEDED		
· Touch - up OF RECEPTION WINDOW		
CLEANING SCHEDULE WOULD BE 2x MONTH		
CLEANING SERVICE WOULD BE BILLED MONTHLY		
PRICE OF THE SERVICE WOULD BE \$ 50.00 PER CLEA	W	
CELL# (815) 501-5780		

### QUOTE 1769

VILLAGE OF HAMPSHIRE

P.O. BOX 457

Trees Unlimited, Inc.
46W786 AllenRd. Hampshire, IL 60140 847-683-3802 Fax847-683-7211

683-2181

TUSCANY WOODS

9/22/17

HAMPSHIRE	IL	60140	BIKE PA	ATH NATURAI	L	
						847-980-9795 Dave
Invasive trees and	d vegetation a	along Jake Ln. ap	proximately 700ft	x 40ft wide.		
· ·		ablish maintainal	ble ground and pre	event future		
growth of noxiou						
			nvasive trees & sa	prings;		
		y stumps where n		ma dayun tha		
	•		soil (this step kee	•		
	,		nd install fertilize	r, Class		
2A Roadside Mix			l blanket;			0.700.00
Total machines,	materials and	l labor :				9,720.00
Plant material price inclutility companies will be materials that are purchase been properly care	called and you ased from and d for, sufficien	r property staked for installed by Trees t tly watered, mulche	or utilities before wor Unlimited, Inc. only, ed to keep moisture i	k is started. one replacement p n, and provided fu	1 Year per tree paym	Guarantee on plant , provided the trees ent is made within
utility companies will be materials that are purch	called and you ased from and ed for, sufficient excludes fataliti	r property staked for installed by Trees t tly watered, mulche ies from excessive	or utilities before wor Unlimited, Inc. only, ed to keep moisture i winds, severe droug	k is started. one replacement p n, and provided fu ht, over-watering,	1 Year per tree Il paym abnorm	Guarantee on plant , provided the trees ent is made within nat winter or other
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utility companies will be materials that are purch have been properly care terms. This guarantee e conditions over which w drives or walks.	called and you ased from and ad for, sufficient excludes fatalitie have no cont	ir property staked for installed by Trees Utly watered, mulche ies from excessive trol. Trees Unlimite	or utilities before word utilities, lnc. only, and to keep moisture is winds, severe drouged is not responsible and the third an	k is started. one replacement p n, and provided fu ht, over-watering, for damage to und  Total	1 Year per tree all paym abnorm dergrous \$	Guarantee on plant, provided the trees ent is made within half winter or other and utilities, lawn area, 9,720.00
utility companies will be materials that are purchashave been properly care terms. This guarantee econditions over which wilderes or walks.  Net Durvoices are due as above-outlined, interespondedings are necessary, customer agree ontract.  Iterial is guaranteed to be as specified. All cash Any alteration or deviation from above dour control. Owner to carry fire, tomado dour control.	called and you ased from and d for, sufficient excludes fatalitie have no content to pay all costs of columns work to be completed in especifications have the estimate. At agree the estimate. At agree	ir property staked for installed by Trees Utily watered, mulche ies from excessive trol. Trees Unlimite of 11/2% per month on all ballection, including court costs and a workmanike manner according extra costs will be executed of extra costs will be executed.	or utilities before word unlimited, Inc. only, and to keep moisture is winds, severe drouged is not responsible diameter that the dreasonable attorney's fees. Facting to standard with upon written orders, is accidents or delays.	k is started. one replacement p n, and provided fu ht, over-watering, for damage to und  Total	1 Year per tree ull paym abnorm dergrous \$	Guarantee on plant, provided the trees ent is made within half winter or other and utilities, lawn area, 9,720.00
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utility companies will be materials that are purch have been properly care terms. This guarantee e conditions over which w drives or walks.  Net Du	called and you ased from and of for, sufficient excludes fatalitie have no content to pay all costs of columns to pay all costs of columns and other necessary in a costs and contral inc. is hereby aut.	ar property staked for installed by Trees Utily watered, mulched ies from excessive strol. Trees Unlimited to 11/2% per month on all ballecton, including court costs and excessive strolling court costs and excessive strolling costs and excessive stroll	or utilities before word unlimited, Inc. only, and to keep moisture is winds, severe drouged is not responsible and the total an	k is started. one replacement p n, and provided fu ht, over-watering, for damage to und  Total  ty (30) days from the date of cosmile signatures shall be so  Authorized b	1 Year per tree ull paym abnorm dergrous    invoice. In the unfoient for p	Guarantee on plant, provided the trees ent is made within hal winter or other and utilities, lawn area,  9,720.00





P.O. Box 610 Hampshire, IL 60140-0610

Bob Waterworth President

847/683-8383 Jax 847/ 683-7533

David Starrett Village of Hampshire 234 S State St POB 457 Hampshire, IL 60140

RE: Tuscany Woods Path

Submitted: Monday, February 20, 2017

We propose to furnish all necessary labor, material, tools, equipment, and supervision to complete the following.

Sawcut and remove old asphalt (Approximately 270 L.F.) Excavate existing stone base 6" deep. All tree root demo by others. We will then construct new 6" stone base and compact. Install 2 1/2" new asphalt surface.

\$10,400.00

Property owner responsible for all permits.

All of the above work to be completed in a workmanuke manner

	ove work to be completed in a workmanake manner
Note: Terms	Due to rising asphalt costs and volatile material prices, the above <u>price is quoted until 3-1-2017.</u> 100% of labor material and equipment as work progressed, due upon completion of work specified in this contracts.
contract to an 90 days of da Corp. shall be	from the above written amount of work to be performed involving extra cost of material or labor subjects the above additional charge unless said changes are accepted in writing. This proposal null and void if not accepted within the submitted. We carry Workmen's Compensation insurance and Public Liability insurance. Champion Paving a entitled to the recovery of all reasonable attorney's fees and costs incurred in connection with any dispute in connection with any action involving the recovery of amounts due hereunder.  Respectfully submitted.
	CHAMPION PAVING CORPORATION.
	CHAMPION PAVING CORPORATION  By
	Nobel Visit Visit I resident
	ACCEPTANCE
which the und	by authorized to furnish all material and labor required to complete the work mentioned in the above proposal, for lersigned agrees to pay amount mentioned in said proposal, and according to term thereof. It is hereby agreed that py of this quotation signed by both parties constitutes a legal and binding agreement.
Date	, 2017
	Printed



To: Mr. Jeff Magnussen, Village President

From: Julie A. Morrison, P.E.

Date: October 3, 2017

Re: Elm Street EWST – Painting Options

EEI Job #: HA1118

EEI met with Erik Otten with Tnemec (paint supplier) on 8/30/17 to assess the condition of the existing paint, etc. In summary, the exterior paint is still in good condition and is a candidate for overcoating. Overcoating includes an exterior power wash + spot repair with typical paint system at failed areas + full tank overcoat.

Below is a summary of the various options for the exterior. Options 2, 3 and 4 are based on overcoating (as defined above) and vary only by the type of overcoat paint used. Option 1 is the removal of all paint on the exterior of the tank and the high-end overcoat (i.e full repaint)

Please note that the required work inside the tank does not vary and will be the same regardless of the exterior option chosen. Prices represent total construction cost excluding engineering fees.

### Option 1: Full Blast Exterior with Containment, Fluoropolymer Coating System (\$515,000)

- Pros
  - Longest life expectancy for the coating system, 25+ years
  - o Best color/gloss retention
- Cons
  - Most expensive
  - Extends the tank downtime by approximately 45 days. This could be mitigated if they install part
    of the containment while the tank is online.

### Option 2: Spot Repair Exterior without Containment, Fluoropolymer Coating System (\$395,000)

- Pros
  - Long life expectancy for the coating system, 20+years
  - Can be done without a containment system



- Cons
  - Second most expensive
  - o Risk of overspray on neighboring properties without a containment system

### Option 3: Spot Repair Exterior without Containment, Polyurethane Coating System (\$385,000)

- Pros
  - Longer life expectancy than the dry fall systems, 15+years
  - o Can be done without a containment system
- Cons
  - Marginally less expensive than option 2
  - Risk of overspray on neighboring properties without a containment system

### Option 4: Spot Repair Exterior without Containment, Dry Fall Coating System (\$370,000)

- Pros
  - Least expensive
  - Can be done without a containment system
  - Minimal risk of overspray on neighboring properties
- Cons
  - Lowest life expectancy, 10+ years
  - Least color retention

### RECOMMENDATION:

EEI's recommendation is as follows:

- Prepare base bid for interior work
- Prepare 3 alternates for exterior work based on Option 1, 2 and 4.
  - We don't recommend Option 3. The life of the coating system vs. the price difference from Option 2 doesn't make it an economical choice.
- Prepare 4<sup>th</sup> alternate for containment (typically \$90,000).

This allows the Village to pick the final product based on bidder's cost.

### **ACTION REQUIRED:**

Village concurrence with EEI's recommendation.

### OTHER:

- There will be future discussions regarding logo and paint colors.
- Bidding and Contracting Schedule Nov/Dec 2017
- Construction Schedule April through July 2018

### Village of Hampshire, IL

Proposal for Website Development Services September 29, 2017



Jay Sheth jsheth@muniweb.com 888-MUNI-WEB

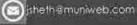
55 E. Long Lake Rd, #230 Troy, Michigan 48085 www.muniweb.com



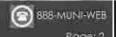
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Intro Letter back to TOC

### Dear Mike:

Thank you for taking the time to talk to me today. Your current website launched in March 2014 and, as you well know, things change especially when it comes to technology. All of our designs are responsive, meaning they display optimally on all screen sizes. We launched Farmington, MI (www.farmgov.com) in February, if you want to take a look at that website on different screen sizes. I've also listed a few on page 15, so you can get a feel for what we're doing these days. Another trend we're seeing are the tiles, like you see in Farmington Hills (www.fhgov.com). We're adding a lot more modules, like the content you see in the 'Latest News' box. From the backend, you fill in the blanks of an online form, the content appears in the proper format on the homepage. Clicking on a line will take you to the full story, which is pre-formatted, and, if you click on 'All Latest News', you'll see all the current news stories, also pre-formatted. We're getting ready to launch the Farmington Farmers Market website on Monday, but I've included a few pages out of their training manual so you can see that we are working to make the editing process simpler for non-technical editors.

### To summarize the proposal:

Our muniCMS is based on a commercial CMS with several specialized modules intended for municipalities like:

- Citizen Action Center so your residents can report problems
- Emergency Alert Notification send an email to your website to place a prominently-placed message on every page in your website and send email and text messages to subscribers
- Mailing lists publicize and remind your subscribers
- Online Forms Contact Us, Feedback, Make a Request are just a few
- Bids and Proposals auto-publish and auto-archive
- And many more ...

A complete list of our modules is on page 10.

### For the initial cost of \$4,500, we include:

- One custom design
- Website design, review and up to 10 hours of design changes
- Website development
- Content reorganization, migration and testing

### For the monthly hosting fee of \$150

- Up to 2 hours per month of support, website updates, or additional training
- Up to 4 GB of storage; muniCMS software licensing and maintenance updates

We look forward to serving and partnering with the Village of Hampshire, IL.

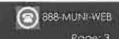
Best Regards,

Laura Hoffman

Laura Hoffman Municipal Web Services laura@muniweb.com Direct: 248.639.4445







Pricing	
One-time fee 30% due at contract signing, 30% due upon design approval and balance due after website is deployed	\$4,500
Monthly Recurring Includes hosting, software and hardware maintenance. Does not include website content updates. Begins after website is deployed (5% annual increase each year beginning year 5)	\$150

Package Pricing Includes:	
Hosting on muniweb® Servers - Up to 4 GB of storage; muniCMS software licensing and maintenance updates	Included (\$20/1GB/mo additional storage)
Customer Support 7a-7p ET, M-F – 2-hour response time and 24/7 Emergency Response	Included
Warranty muniweb® warranties work for one year and will address technical problems that arise during the first twelve months after completion of website.	Included
Existing Templated Responsive Design Homepage Slideshow Standard Search Standard Calendar Online Contact Us form Polls Surveys Press Release Module Premium Calendar Agendas and Minutes Module Emergency Notification	Included







### **Pricing Assumptions**

Pricing is valid for 90 days from the date of this proposal

The following assumptions have been made in preparing the timeline and pricing in this proposal. Deviations from the assumptions may impact the pricing and timing of the project.

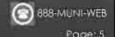
- Clean, appropriately sized graphical objects (maps, pictures, logos, seals, etc.) will be specified by muniweb® and provided by your website committee. If approved by your committee, muniweb® may use other images.
- Material for the site will be provided in electronic format.
- PDF documents will be migrated as is

The following labor rates will be used for work outside of scope, additional content or for future development and enhancements:

Web/HTML construction \$55/hr.
Graphics and Design \$70/hr.
Software Development and Scripting \$90/hr.







### 24/7 Conditioned Power

- Battery Back-up
- Natural Gas powered Generator

### Communication and Bandwidth:

- 250 Mbps
- Multiple carriers: AT&T, Verizon
- Redundant routers

### Monitoring:

- Power and temperature control assurance
- All critical components-Internet connectivity, servers and routers

### Redundant data centers located in:

Southfield, MI

### Data Backup:

- On-site / Online Daily Backups
- Off-site / Online Archival

### Data Redundancy:

All servers have RAID-5 hot swappable disks

### Data Security:

- OS Security always updated
- Router level port blocking and reporting
- Router level packet filtering and reporting
- · Server level port blocking and reporting
- Weekly penetration and security tests
- · Weekly intrusion scans







### Standard Functions

Browser Based Administration for Non-Technical Users

WYSIWYG editor

FTP Capable

Responsive Web Design (RWD)

ADA Compliance

Cascading Style Sheet (CSS)

Cross Browser Compatibility

Search Engine Optimization (SEO)

Workflow Process and Management

User Permissions and Roles

Control Access by Function and Levels

Archive Features

Scheduled Publishing

Auto Expiration

On-Page Revisions Archive and Restore

Version Control

Third Party Links

Hyperlink Reports

### Additional Modules

Business Directory Up to 50 business, 3 categories

Available Buildings and Sites Up to 50 listings, 3 criteria

Facility reservation and payment Add'l charge for payment processing

Event / Class registration and payment Add'l charge for payment processing

Video on Demand Setup Min \$10 storage and \$12.50 bandwidth fee/month

Video - Live Streaming Setup Min \$10 storage and \$12.50 bandwidth fee/month

Intranet Utilizes same template and layout







### Initial Consultation: Design Consulting/Systems Analysis

Phase duration: Approximately 3 weeks

During this phase of development, we will meet with members of the website committee to discuss the design including the look, feel and layout of the site. We also review a number of websites to ascertain preferences for certain design elements such as color, abstraction, imagery, placement of navigation, etc. Using this feedback, we create the unique home page design customized for your community.

We view our clients as partners in creating a successful global website presence.

Then we create a web-based Client Workshop that facilitates communication between your project manager and our web developers. The workshop tracks required content, acceptable formats/media, project status, and includes an area where your project manager or website committee can view material under development.

If muniweb® is contracted to develop a custom application such as a permitting application, we will conduct a requirements analysis including a review of infrastructure hardware and software and develop cost estimates and a project plan for the system.

### Second Consultation: Design/Content/Navigation Review

Phase duration: Approximately 1½ weeks

During this phase, we review the home page design and make requested changes. After home page design signoff, we create a complimentary interior page design to be used throughout the site to ensure consistency.

We also review the navigation layout. During the navigation review we look at primary and secondary level navigation to ensure information is easy to find.

We review the proposed material for the site with content creators to determine the status of content (on the existing website if available) and to discuss any potential new content. Our project managers and web steward can answer questions about typical and best practices approaches to content.

### Website Construction: Template Creation/Content Migration

**Phase duration**: Approximately 4-6 weeks

During this phase we construct the template pages for each section of the website, cut and optimize graphics and build scripted navigation components. We build the various content pages using the appropriate templates. Once content is in place, both muniweb® and client review takes place and cross browser/mobile testing is completed.

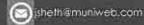
### Website Deployment: Go Live

Phase duration: Approximately 2-3 days

During this phase, we relocate the website to production servers, perform DNS setup activities if appropriate, and register the website at search engines where necessary.

### Implementation Summary

The typical development timeframe is about 12 weeks. Development can be shorter if content is provided to muniweb® immediately. Development can be longer if content/imagery/data is not provided in a timely manner.







Project Timeline <u>back to IOC</u>

This timeline provides a representation of the typical timeline for a website redesign project after the contract has been signed.

			Moi	nth 1			Mor	nth 2			Mor	nth 3			Mor	nth 4	
Task	Who	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15	Wk 16
			De	sign									Test	/ Rev	ew		Live
									Cons	truct						Train	
Design																	
Discuss design preferences	MWS CLIENT																
Design creation	MWS																
Review design	MWS CLIENT																
Design modifications	MWS																
Content Consult	MWS CLIENT																
Construct																	
Create CMS templates	MWS																
Website Construction	MWS																
Provide content	CLIENT																
Content Migration	MWS																
Review of website	MWS																
Browser and mobile testing	MWS																
Review of website	CLIENT																
Deploy															li sid		
Go Live / Deployment	MWS																
End User Training	MWS CLIENT												Alo J		Paga - St		
Software Maintenance	MWS																<b>→</b>
Website Content Updates	CLIENT																<b>→</b>
Customer Support	MWS																÷

Services Descriptions <u>back to TOC</u>

muniweb® has worked with many of our clients to expand services on their website past the initial development. We will work with department heads to develop a strategy for web enabling services for your community. When our clients express a need or desire to enhance their site, we work with them to select the best approach, whether off-the-shelf software or a custom system, and then work toward that goal. Infrastructure or back-end software greatly influences the approach taken on web-enabling services. muniweb® will assess your readiness to move forward with these projects and to budget appropriately for the costs of these services.

Website Content Updates - muniweb® can add content to the website as requested by authorized personnel. The periodicity of change for pages at a municipal site varies from weekly to annually. We can use a combination of telephone, email and courier/mail to interact with your content creators. Both a primary and secondary web steward will be assigned to maintain the website. Each web steward is trained to make modifications to a site quickly while maintaining the design standards that give our municipal websites their consistent, professional look and feel. Our processes ensure that updates from emergency changes to low priority additions are handled quickly. Charges are assessed on a ¼ hour basis so that you won't get charged a full hour for a change that only takes a half hour to make. A billing report is provided each month that details maintenance activities on the website. Best of all, our web stewards guarantee a four business hour response time for routine maintenance items.

tropes listed gailitis sonsnatrism	% Municipal Web Services				
Municipality:	Month/Year	felia			
5 - A - 7.55					
New York			****		
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**Website Content Training** - muniweb® can provide training for your staff to update content on the website. Training is typically provided via an Internet-based technology such as GoToMeeting. This allows for students to each work at their own workstation without the need for a centralized training facility. Training is performed using your new website as a training tool while performing typical update tasks such as adding agendas and minutes to the website.

**Action Center (Citizen Issue Resolution)** – For creating online forms that can be used for tracking constituent requests. A powerful workflow management tool enables issues to be tracked, resolved and reported - to other staff or to the constituent.

**Agendas and Minutes Module** – All of your agendas, packets, minutes, additional documents, video links are in one place organized by year and board/commission. A separate index means that search results are faster and more relevant.

Available Buildings/Sites – Allows you to provide an important tool to commercial realtors to make their inventory of buildings and sites readily available to interested merchants and site selection consultants. Customize your own ABS system including search criteria, search results, building and site details. You decide who is able to add/edit/delete properties from the database and what information is displayed for each property. The system makes it simple to send periodic reminders to realtors to keep their information up to date.

**Bids/Proposals Module** – Your editors simply fill in the blanks of this online form and the information is displayed in a professional manner. With our publish from / publish to fields, you decide when you want the information to start displaying and when you want it to come down.





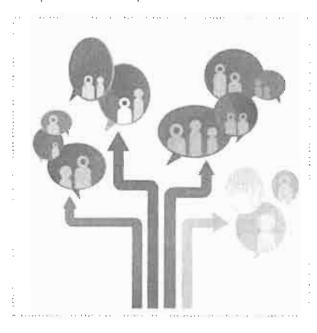


**Blogs** – Create a blog for your website. Choose when and how long to publish your posts, allow commenting on your blog posts, and appoint a moderator (recommended).

Business Directory – Community members can use your Business Guide to look up businesses. Search by Business Name, Business Type, or view a List of Businesses by Letter. Business listings can include email addresses, website addresses, images, business description, hours of operation, marketing text and current promotions.

Document Library Module – Searchable consolidated area for forms, documents, agendas/minutes, newsletters, press releases, etc. It is customized to the look and feel of your website and features a user-friendly admin system for quick document upload.

Emergency Notifications – email your website and the information is posted in a prominently placed area on every page in your website, a text notification is sent to subscribers, and an email is sent to subscribers. Updating and removing the message can also be done with an email.



**Image Gallery** – upload your photos by event and have thumbnails of all images display on an overview page. Clicking an image displays a larger view. You can even add captions.

Intranet – Many functions of the Human Resources office can be presented in a password-protected website that employees can access 24/7. Intranets typically post Benefits/Enrollment information, Payroll information and forms, Policies/Procedures, Employee Review/Evaluation documents, Internal Job Postings, Training/Education information, Employee Directories, etc. Having an Intranet puts all this information at employees' fingertips 24/7.

Mailing List – Communicating with the numerous interest groups in your community can be a challenge: Job seekers, soccer moms and dads, community members, and the trades. They'd all appreciate getting tailored information as soon as it's available. Our List Serve can help. It reduces the administrative burden of keeping track of email distribution lists. It also automates the subscribe and unsubscribe process, making it convenient for your constituents to join and leave your mailing lists at their convenience.

Mobi Apps - Create specialized apps for mobi devices specific to your needs.

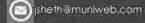
### Communication tools are inexpensive ways to get targeted information to the right people at the right time.

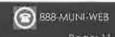












Online Submittable Forms with Captcha Technology - Annoyed with spam email generated from the online forms on your website? We can help! We've implemented technology that stops "form spam" with 100% success rate. Say good-bye to those pesky and unwanted sales messages from your web forms!

Because we specialize in municipal websites, we'll put your city on the vanguard of e-government.

Password Protected Pages – Maybe you want to make some documents available to just one committee for review before they're finalized. We can allow access to just certain users. Forgotten passwords? Not a problem, muniCMS can generate and email without using staff.

**Polls** – Create a single question poll that can be integrated into any section of your website. Allows visitors to view current and previous poll results.

**Press Releases Module** – contains all the fields for a standard press release. Can be used with the push to social media option, so you can put place information in your website and without leaving that dashboard, 'push' the information to your Facebook and Twitter accounts.

**Registration System –** A CPR class at the fire station or paying for Breakfast with the Mayor, we can register your guests for all types of events.

**Reservation System** – Allows for community members to reserve facilities online.

**Secure Pages with SSL Certificates** - Typically, SSL is used to secure credit card transactions, data transfer and logins.

**Social Media Direct Message** – Communication is key and the faster and easier, the better. You can add content to your website and at the same place, 'push' the information to your social media accounts.

**Streaming Video** - The City of Novi (www.cityofnovi.org/Resources/Video.asp) wanted to provide live streaming of council meetings along with an archive of videos from previous meetings. muniweb® implemented a video streaming service, trained their employees and provide ongoing service to ensure that videos are available guickly and consistently to the City's constituents.

**Surveys –** Set up multi-question surveys. Features fully functional admin system, 30+ different question types, data export to Excel/CVS file and advanced reporting console.

**Syndicated Content (RSS Feeds)** - The City of Novi (www.cityofnovi.org) wanted to push communication to their constituents using syndicated content. muniweb® worked with them to implement an RSS feed with support for Yahoo, Google, Newsgator and AOL. Hundreds of users receive these feeds on their custom RSS pages at these sites.

**Text Notification System** – If you need to get a short message out in a hurry, our Text Notification System makes it easy. Visitors to your site can sign up for one or more custom text notifications lists such as Emergencies, Cancellations, Closings, etc.









Farmington Hills, MI www.fhaov.com Client since 2005 Pop. 81,295



Farmington Hills Sustainable
www.sustainablefh.com
Client since 2009



Farmington, MI www.farmgov.com Client since 2010 Pop. 10,438



Farmington Farmers Market www.farminatonfarmersmarket.com Client since 2014



Cascade Twp, MI www.cascadetwp.org Client since 2003 Pop. 15,100



Allen Park www.cityofallenpark.org Client since 2014 Pop. 27,668



Carpentersville, IL www.cville.org Client since 2012 Pop. 38,062



ccoss www.charlescountydss.com Client since 2015



Brighton, MI
www.brightoncity.org
Client since 2005
Pop. 7,552



City of Darien, IL www.darien.il.us Client since 2003 Pop. 22,086



Novi Park Foundation noviparksfoundation.org/ Client since 2016



Novi Police & Fire Benevolent Association www.novipfba.ora Client since 2011

# VILLAGE OF HAMPSHIRE

Accounts Payable

## October 6, 2017

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

# Total: \$11.59

To be paid on or before October 11, 2017

resident:		lerk:	
Village President:	Attest:	Village Clerk:	Date:

# VILLAGE OF HAMPSHIRE

Accounts Payable

### October 5, 2017

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

# Total: \$183,052.23

To be paid on or before October 11, 2017

Village President:	Attest:	Village Clerk:	Date:

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VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

DATE: 10/03/17 TIME: 15:48:59 ID: AP441000.WOW

INVOICES DUE ON/BEFORE 10/31/2017

			INVOICES DUE ON/BEF	ON/BEFORE 10/31/2017		
INVOICE VENDOR #	E # INVOICE	ITEM #	M DESCRIPTION	ACCOUNT #	P.O. # DUE DATE	ITEM AMT
	. A.S.A.P. GARAGE DOOR REPAIR	REPA	IR			
84951	09/19/17	7 01	REPR IN BIOSLID/INSTALL THIKNR	310010024100	10/19/17 INVOICE TOTAL: VENDOR TOTAL:	5,170.00 5,170.00 5,170.00
AAPC	ALLIED ASPHALT PAVING	G COMI	COMPANY			
211580	09/09/17	7 01	BINDER PATCHES ON WASHINGTON	010030024130	10/09/17 INVOICE TOTAL:	257.09
211846	09/16/17	7 01	STREET PATCHES	010030024130	10/16/17 INVOICE TOTAL: VENDOR TOTAL:	483.99 483.99 741.08
ALPR	ALCO PRO INC					
0205143-IN	3-IN 09/18/17	7 01	REINSTALL EJECT BUTTON	010020024120	10/18/17 INVOICE TOTAL: VENDOR TOTAL:	94.00 94.00 94.00
B&F	B&F CONSTRUCTION CODE	E SER	SERVICES			
47550	09/18/17	.7 01	INSPECTION SERVICES & PLAN REV	010010024390	10/18/17 INVOICE TOTAL: VENDOR TOTAL:	20,722.96 20,722.96 20,722.96
BEFA	BEAN'S FARM LANDSCAPE SUPPLY	E SUPI	PLY			
8540	09/19/17	7 01	DIRT FOR YARD RESTORE	010030024150	10/19/17 INVOICE TOTAL: VENDOR TOTAL:	30.00
BNTWB	BUNGE'S NORTHWEST TIRE		WRIGHT			
0001851	1 09/21/17	7 01	NEW TIRE FOR IMPERIAL TRAILER	010030024120	10/21/17 INVOICE TOTAL: VENDOR TOTAL:	145.95 145.95 145.95

VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

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INVOICE # VENDOR #	INVOICE I DATE	T # I	DESCRIPTION	ACCOUNT #	P.O. # DUE DATE	ITEM AMT
BUBR BUCK BROTHERS, INC	S, INC.					
149295	09/14/17	01 1	PIN FOR MOWER DECK LIFT	010030034680	10/14/17 INVOICE TOTAL:	88.88
149991	09/20/17	01	WOODS DECK MOWER	010030034680	10/20/17 INVOICE TOTAL:	187.33
149994	09/20/17	01 1	WOODS DECK	010030034680	10/20/17 INVOICE TOTAL: VENDOR TOTAL:	23.87 23.87 220.08
CHEX CHRISTENSEN	EXCAVATING					
5948	09/20/17	01	HAULED GRAVEL	010030024130	10/20/17 INVOICE TOTAL: VENDOR TOTAL:	237.50 237.50 237.50
COUNSCDI COMMUNITY UNIT SCHOOL		DISTRICT	ICT			
092817	09/28/17	01	DISBURSEMENT OF TRANSITION FEE	600010044800	09/28/17 INVOICE TOTAL: VENDOR TOTAL:	41,792.14 41,792.14 41,792.14
CUBE CULLIGAN OF	BELVIDERE					
OCT 2017	10/03/17	01	5 GAL BOTTLE 5 GAL BOTTLE	010010024280 010020024280	10/25/17 INVOICE TOTAL: VENDOR TOTAL:	25.50 36.00 61.50 61.50
GALL GALLS, LLC						
008268224	09/12/17	01	DB UNIFORM	010020034690	10/12/17 INVOICE TOTAL:	89.95 89.95
008294159	09/15/17	01	DP UNIFORM	010020034690	10/15/17 INVOICE TOTAL:	209.97 209.97

# VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

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GALL	GALLS, LLC							
008353548	48	09/25/17	0 1	KM UNIFORM	010020034690	INVOIC	10/25/17 INVOICE TOTAL: VENDOR TOTAL:	499.89 499.89 799.81
GEBR	GEHRINGER BROS	os.						
0202		09/14/17	0.1	WELD BROKEN BRACKET ON TRAILER	010030024120	INVOI	10/14/17 INVOICE TOTAL: VENDOR TOTAL:	100.00 100.00 100.00
HAAUPA	HAMPSHIRE AUTO PARTS	TO PARTS						
466174		09/14/17	01	HORNET SPRAY	010030034680	IOANI	10/14/17 INVOICE TOTAL:	23.56
466625		09/19/17	01	SWEZPER	010030034680	INVOI	10/19/17 INVOICE TOTAL:	7.78
466740		09/20/17	01	SWITCH FOR AIR COMPRESSOR	010030034680	INVOI	10/21/17 INVOICE TOTAL:	51.99
466833		09/21/17	01	HORNET SPRAY	010030034680	INVOI	10/21/17 INVOICE TOTAL:	113.88
466834		09/21/17	01	PLUG FOR AIR COMPRESSOR SWITCH	010030034680	INVOI	10/21/17 INVOICE TOTAL:	1.29
466846		09/21/17	01	FUSE KIT	010030034680	INVOI	10/21/17 INVOICE TOTAL:	21.98
467299		09/26/17	0	VEHICLE SUPPLIES	010020024110	INVOI	10/26/17 INVOICE TOTAL: VENDOR TOTAL:	14.37 14.37 234.85
IPODBA	IPO/DBA CARDUNAL OFFICE	UNAL OFFIC		SUPPLY				

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### VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

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IPODBA IPO/DBA CARDUNAL OFFICE	UNAL OFFIC	E SUI	SUPPLY				
590052-0	03/27/17	01	TRASH BAGS	010010034650	I	04/27/17 INVOICE TOTAL:	24.99
590640-0	04/12/17	01	CLEANER, POST IT NOTES, OPENER	010010034650	II	05/12/17 INVOICE TOTAL:	53.58
595012-0	09/15/17	01	PAPER & SOAP	010010034650	[]	10/05/17 INVOICE TOTAL:	123.94 123.94
595157-0	09/20/17	01	SOAP	010010034650	II V	10/20/17 INVOICE TOTAL: VENDOR TOTAL:	8.36 8.36 210.87
KONMIN KONICA MINOLTA BUSINESS	TA BUSINES	S S01	SOLUTI				
247495011	09/22/17	01	MONTHLY MAINTENANCE AGREEMT	010020024340	I N	10/22/17 INVOICE TOTAL: VENDOR TOTAL:	117.11 117.11 117.11
MAMO MARK MONTGOMERY	ERY						
OCT 2017	10/03/17	01	REIMB FOR GARAGE DOOR SUPPLIES	310010034670	II	10/21/17 INVOICE TOTAL: VENDOR TOTAL:	11.59 11.59 11.59
MISA MIDWEST SALT							
P437506	09/13/17	01	IND STHRN COARSE	300010034680	Ħ	10/13/17 INVOICE TOTAL:	2,672.30 2,672.30
P437517	09/15/17	0	INDTRL SUTHN COARSE	300010034680	II V	10/15/17 INVOICE TOTAL: VENDOR TOTAL:	2,820.83 2,820.83 5,493.13
OLDO OLD DOMINION BRUSH CO.	BRUSH CO.						

### VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 10/31/2017

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OLDO OLD DOMINION	W BRUSH CO.					
0108345~IN	09/09/17 0	01 RUBBER	BER FOR NOZZLE ON SWEEPER	010030034680	10/09/17 INVOICE TOTAL: VENDOR TOTAL:	573.65 573.65 573.65
PEBASO PETER BAKER	& SON CO.					
17527	09/17/17	01 SURE	SURFACE FOR MADISON PATCH	010030024130	10/17/17 INVOICE TOTAL: VENDOR TOTAL:	291.84 291.84 291.84
PECA PETTY CASH						
OCT 2017	10/02/17	01 KNOV 02 CROC 03 KNOV 04 DANI 05 WALN	KNOXVILLE TN CROOKSTON MN KNOXVILLE TN DANVILLE IL WALMART FACTE DASS TX	010020024320 010020024320 010020024320 010020024320 010020034320	10/02/17	13.60 7.15 13.60 2.85 26.54
	•				INVOICE TOTAL: VENDOR TOTAL:	97.84
PIBO RESERVE ACCOUNT	JUNT					
OCT 2017	10/03/17	01 02 03		290010024320 300010024320 310010024320	10/25/17	50.00
		O 4'		010010024320	INVOICE TOTAL: VENDOR TOTAL:	200.00
PLRE PLANNING RES	RESOURCES INC.					
12872	09/25/17 0	01 RV S	STORAGE HAMPSHIRE CORP CTR	010000002084	10/25/17 INVOICE TOTAL: VENDOR TOTAL:	1,075.00 1,075.00 1,075.00

## VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 10/31/2017

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QUCO QUILL CORPORATION	RATION					
9756511	09/12/17	01	PATCH CABLE COUPLER AND GLD PLATED SVIDE	010030034650 010020024120	10/12/17 INVOICE TOTAL:	64.99 25.98 90.97
9891642	09/29/17	01	TOWELS AND PAPER	010030034670	10/15/17 INVOICE TOTAL:	269.36 269.36
9891986	09/15/17	01	SOAP BATH TISSUE	010030034670	10/15/17 INVOICE TOTAL: VENDOR TOTAL:	85.47 85.47 445.80
R0000189 JOHN MUSTARD	Ω					
OCT 2017	10/03/17	01	REFUND FOR PERMIT	010007003300	10/27/17 INVOICE TOTAL: VENDOR TOTAL:	42.00 42.00 42.00
R0000190 SALLY HARTJE	띱					
91.1	09/29/17	0 1	1/3 OF SIDEWALK	010030024140	10/29/17 INVOICE TOTAL: VENDOR TOTAL:	366.67 366.67 366.67
RKQUSE RK QUALITY	SERVICES					
8021	08/11/17	01	2014 DODGE CHRG	010020024110	09/11/17 INVOICE TOTAL: VENDOR TOTAL:	6,322.20 6,322.20 6,322.20
SCAS SCHROEDER ASPHALT	SPHALT					
2017-225	09/21/17	0.1	2017 PAVING WORK - 217047	100010024950	10/21/17 INVOICE TOTAL: VENDOR TOTAL:	89,113.32 89,113.32 89,113.32

## VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

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#	# DATE	
INVOICE	VENDOR #	1 1 1 1

INVOICE VENDOR #	# INVOICE DATE	II	EM # DESCRIPTION	ACCOUNT # P.	.o. # DUE DATE	ITEM AMT
SECSTATE	ILLINOIS SECRETARY	OF	STATE			
092817	09/28/17	117 01	1 LICENSE PLATE RECLASSIFICATION	010010034650	09/28/17 INVOICE TOTAL: VENDOR TOTAL:	8.00 8.00 8.00
TEK	TEKLAB, INC.					
205273	09/21/17	./17 01	1 MONTHLY NPDES TESTING	310010024380	10/21/17 INVOICE TOTAL: VENDOR TOTAL:	430.50 430.50 430.50
TRCOPR	TRAFFIC CONTROL & PROTECTION	PROTECT	TION			
1209	07/13/17	3/17 01	1 STREET NAME SIGNS	010030024130	08/13/17 INVOICE TOTAL:	227.80
90455	09/20/17	717 01	1 POST KNOCKED DOWN	010030024130	10/20/17 INVOICE TOTAL: VENDOR TOTAL:	129.00 129.00 356.80
TRUN	TREES UNLIMITED					
7545	09/12/17	117 01	1 WEED SPRAY APPLICATION	520010024920	10/12/17 INVOICE TOTAL:	205.00
7546	09/12/17	117 01	1 WEED SPRAY APPLICATION	520010024923	10/12/17 INVOICE TOTAL:	25.00
7547	09/12/17	117 01	1 WEED SPRAY APPLICATION	520010024926	10/12/17 INVOICE TOTAL:	1,040.00
7548	09/12/17	717 01	1 WEED SPRAY APPLICATION	520010024927	10/12/17 INVOICE TOTAL:	140.00
7549	09/12/17	117 01	1 WEED SPRAY APPLICATION	520010024928	10/12/17 INVOICE TOTAL:	110.00

DATE: 10/03/17 TIME: 15:49:00 ID: AP441000.WOW

### VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 10/31/2017

INVOICE # VENDOR #	INVOICE	TTEM	DESCRIPTION	ACCOUNT #	P.O. # DUE DATE	ITEM AMT
TRUN TREES UNLIMITED	ITED					
7550	09/12/17	01	WEED SPRAY APPLICATION	520010024921	10/12/17 INVOICE TOTAL:	180.00
7551	09/12/17	01	WEED SPRAY APPLICATION	520010024931	10/12/17 INVOICE TOTAL:	1,185.00 1,185.00
7552	09/12/17	0.1	WEED SPRAY APPLICATION	520010024932	10/12/17 INVOICE TOTAL:	615.00 615.00
7564	09/27/17	01	327 PRAIRIE ST	010030024160	10/27/17 INVOICE TOTAL: VENDOR TOTAL:	2,550.00 2,550.00 6,050.00
USBL USA BLUEBOOK	×					
358430	09/05/17	0.1	POLYMER SYSTEM PARTS	310010034670	10/05/17 INVOICE TOTAL: VENDOR TOTAL:	368.11 368.11 368.11
VERI VERIZON WIR	WIRELESS					
OCT 2017	10/03/17	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	ADM PD STREET WATER SEWER	010010024230 010020024230 010030024230 300010024230	10/12/17 INVOICE TOTAL: VENDOR TOTAL:	110.43 226.72 114.69 48.01 64.99 564.84
VEWI VERIZON WIRELESS	ELESS					
9792840745	09/15/17	01	PD	010020024230	10/05/17 INVOICE TOTAL: VENDOR TOTAL:	288.08 288.08 288.08

DATE: 10/03/17 TIME: 15:49:00 ID: AP441000.WOW

### VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 10/31/2017

EM # DESCRIPTION ACCOUNT # P.O. # DUE DATE		10/15/17 INVOICE TOTAL: VENDOR TOTAL:	TOTAL ALL INVOICES:
ACCOUNT #		010030024130	
ITEM # DESCRIPTION		01 STONE	
INVOICE ITEM DATE #	ERIALS	09/19/17 01	
INVOICE # INVOICE IT VENDOR # DATE	VUMA VULCAN MATERIALS	31508583	

286.60 286.60 286.60

ITEM AMT

183,063.82