

Village of Hampshire Village Board Meeting Thursday August 7, 2014 – 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 July 17, 2014
- 6. Village President's Report
 - a) Resolution approving acquisition of certain property in the Village for Public Purposes (Lot 88 Old Mill Manor, Unit 4)
 - b) Ordinance amending the Liquor Control Regulations of the Village to create a new license in the B2 Classification
 - c) Impact Fees request- Huntley Fire Department
 - d) Transfer of Park Impact Fees for Park Bench and signs purchase
 - e) Ordinance amending the Liquor Control Regulations of the Village to amend the provisions to create a new license classification Class I.
 - f) Application for Raffle License Hampshire Fire & EMS Assoc.
 - g) IT Support
 - h) Discussion re 105 Rinn Street property
- 7) Village Board Committee Reports
 - a) Economic Development
 - b) Finance
 - 1. Accounts Payable
 - 2. Personnel Handbook
 - c) Planning/Zoning
 - d) Public Safety
 - e) Public Works
 - f) Village Services
 - 1) Fox Valley Agreement
 - g) Fields & Trails
- 8) New Business
- 9) Announcements
- 10) Executive Session: Probable, Pending or Imminent Litigation under Section 2(c) (11)
- Any items to be reported and acted upon by the Village Board after returning to open session
- 12) Adjournment

VILLAGE OF HAMPSHIRE - BOARD OF TRUSTEES

Meeting Minutes - July 17, 2014

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:01 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday July 17, 2014.

Present: George Brust, Martin Ebert, Jan Kraus, Mike Reid, Orris Ruth.

Absent: Rob Whaley

Staff & Consultants present: Village Attorney Mark Schuster, and Hampshire Police Chief Brian Thompson

A quorum was established.

The Pledge of Allegiance was said.

Citizen Comment:

John Unterreiner; 428 Julie Hampshire, IL Thanked the Village Board and was pleased how the board handled William Ryan Homes. John called the building inspector to ask him a few questions about their covenants.

Jeff DeWert; 2430 Rockport Road Hampshire, IL- He is having trouble with one of his neighbors and is looking for some guidance from the board regarding his neighbor cutting his grass, bushes and his flower bed. He has tried to talk to him but that didn't work. So now he will be putting a fence in and some bushes up to his sidewalk maybe. Check your covenants where you live before you do the fence and call Julie before you dig.

Trustee Brust moved, to approve the minutes of July 3, 2014, with the one exception on page three where the Village President talks about Randy Ross and the video store next to him, discussing the hazard of the roof and the supporting structure can be repaired.

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

Absent: Whaley

VILLAGE PRESIDENT REPORT

Application for a Raffle from Hampshire VFW Post 8043

Trustee Reid moved, to approve the Hampshire VFW Post 8043 raffle license to be sold July 17 through September 7 and the drawn is September 7, 2014, along waiving the fee to the license.

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

Rinn- Video Bldg.

Randy Ross has refurbish the Hampshire oil Company- it was established in 1929, they share a common wall, should he fix the property, take him to court- could be a Brownfield possibly. The state had a monitoring well which they just removed. Offer to buy it, we can test the underground for a soil sample. There are two options Village President would like the trustees to look it over and we will discuss this August 7 Village Board meeting. Trustee Brust had an article from IML published 4/2013 referencing leaking underground storage tanks.

Liquor Classification

Village President Magnussen report the Liquor Commission met before the Board meeting and approved a Class B-2 liquor license to Travel Centers of America but we need to create one for them. That would be presented at the Village Board meeting August 7.

Liquor Commission would recommend changing Class H liquor license; Hampshire Park District will be having more events and instead of coming to the liquor commission every time they need one, add in a few additions under Class H; such as no more than 25 events per year, \$500.00 per year, and you may have live entertainment. That would apply to beauty and spa salons too. Video poker would be prohibited.

VILLAGE BOARD COMMITTEE REPORTS

a. Economic Development

Trustee Brust reported next meeting is August 13, 2014 at the Village Hall -5:30 p.m. They are working on a newsletter to be put on our website. Trustee Brust handed out the finished survey and would like everyone to take the time and look it over. Two people have joined in on the Chamber and Economic Development – Golden Roof Realty– Bob Gorkowski & Hearland Bank- Anna Marie Koesche.

Trustee Ruth inquired about the sign at Rowell and Allen Road- need a new one since someone damaged this one. We can call Sign-a-rama to come out and look at it plus get a quote.

b. Finance

Accounts Payables

Trustee Brust moved, to approve accounts payable in the amount of \$364,019.34 to be paid on or before July 22, 2014.

Seconded by Trustee Ebert Motion carried by roll call vote Ayes: Brust, Ebert, Kraus, Reid, Ruth

Nays: None Absent: Whaley

c. Planning/Zoning

Trustee Ruth mentioned about the Hampshire Highlands Subdivision having Covenants, Conditions and Restrictions. Trustee Ruth moved, to have the Village President write a letter to the building department stating that they need to enforce the convents in Hampshire Highlands.

Seconded by Trustee Reid Motion carried by voice vote

Ayes: All Nays: None Absent: Whaley

Trustee Ruth also mentioned that the rocks on Panama Street were a nuisance on Saturday the residents had a party and no one could get through. Trustee Ruth and Village President Magnussen both took pictures and complained how bad it was. Trustee Ruth also said on W. Jefferson they also have rocks.

d. Public Safety

No report

e. Public Works

Trustee Ebert will reschedule a meeting once he contacts his co-committee members.

f. Village Services

Oil Recycling will be held Saturday August 2, 2014 from 9 - 11:30 a.m. Trustee Reid will be taking over for her this time. Rain or shine.

g. Field & Trails

Memorial Park: Trustee Ruth put down mulch by the pavilion and the park is ready for the grill and trash can.

Trustee Ruth would like to purchase three way finding signs – one on the west side of Route 72 and one at the East side of Route 72 not on the State's right-a-way, and the last one at Memorial Park all signs saying rest stop. Get a quote from Sign-a-rama. Memorial Park – parking lot for the asphalt we would need matting down so the weeds will not grow through it. We also have a quote for concrete too. The Village will talk to both of them.

New Business

Trustee Reid mentioned Ms. Lyons and himself talked to a computer company services for the Village, Police Department and Public Works. Ms. Lyons will be putting a report together at the next board meeting regarding cost, reliability and how many hours will it include.

Announcements

Village President Magnussen reported Mr. Jake Gobbert was in town and had family and friends gathering at Rookies, he will be playing next week against the Cubs July 22 thru 24. We wish him the best of luck.

Executive Session

Trustee Kraus moved to adjourn to executive session to discuss Litigation under Section 2(c) (11) Open Meetings Act, at 8:39 p.m.

Seconded by Trustee Ebert Motion carried by roll call vote

Ayes: Brust, Ebert , Kraus, Reid, Ruth

Nays: None Absent: Whaley The Village Board reconvened at 9:00 PM

Trustee Brust moved, to accept and approve the settlement agreement with Nicor.

Seconded by Trustee Kraus Motion carried by roll call vote

Ayes: Brust, Ebert , Kraus, Reid, Ruth

Nays: None Absent: Whaley

Jake Lane- Bruce Burklow offered the Village to take it over, we would need to pay the taxes of this year along with half next year and then we would exempt the property. The is not buildable plus the Village would run a drain to the pond so it can drain properly.

Nutra-aid

The company is from Brussel Belguim and has two companies in Elgin right now. They make flavoring for livestock feed. Northern Builders would like to purchase the 9.3 acres and Nutraaid will buy from them one parcel to start building, they will split the SSA cost between the parcels. Under some concessions; Property taxes rebate for three years, we can abate the difference for 3 years. Waive the administration fee from the building permit. Waive the utility tax for two years. We will put an agreement together at the next Village Board Meeting August 7, stating what we just talked about.

Adjournment

Trustee Ebert moved, to adjourn the Village Board meeting at 9:18 p.m.

Seconded by Trustee Kraus Motion carried by voice vote

Ayes: All Nays: None Absent: Whaley

Linda Vasquez, Village Clerk

No. 14 -

A RESOLUTION APPROVING ACQUISITION OF CERTAIN PROPERTY IN THE VILLAGE FOR PUBLIC PURPOSES (Lot 88 – Old Mill Manor, Unit 4)

WHEREAS, the Village desires to obtain a certain parcel of land, to wit: Lot 88, Old Mill Manor, to allow for access to a certain detention/retention area in said Subdivision; and

WHEREAS, the Owner has agreed to convey said lot to the Village for a price of Ten and No.100 (10.00) Dollars; and

WHEREAS, acquisition of said parcel would also be subject to the 2014 and 2015 ad valorem real estate taxes due on the property, totaling approximately One Hundred Twenty-Five and 00/100 (\$125.00) Dollars; and

WHEREAS, the Corporate Authorities deem it necessary and advisable to acquire said parcel at said price and subject to such conditions at this time.

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

- Section 1. The Village shall be and is hereby authorized to acquire certain property for public purposes, to wit: Lot 88 Old Mill Manor, Unit No. 4, at a cash consideration of Ten and No/100 Dollars, and subject to ad valorem real estate taxes due for 2014 and 2015.
- Section 2. The Village President shall be and is hereby authorized to execute, and the Village Clerk to attest, any documents necessary to conclude such acquisition.
- Section 3. The Village Clerk shall promptly upon receipt of the Deed from said Owner(s) record it in the Office of the Kane County Recorder.
- Section 4. This Resolution shall take full force and effect upon its passage and approval as provided by law.

ADOPTE	O this day of	, 2014
AYES:		
NAYS:		

ABSTAIN:	
ABSENT:	
APPROVED this day of	, 2014.
	Jeffrey R. Magnussen Village President
ATTEST:	
Linda Vasquez Village Clerk	

No. 14 -

AN ORDINANCE AMENDING THE LIQUOR CONTROL REGULATIONS OF THE VILLAGE TO CREATE A NEW LICENSE IN THE B-2 CLASSIFICATION

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

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

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

Class A-1	Taverns/Carryout	1
Class A-2	Taverns/No Carryout	0
Class B-1	Package Sales	4
Class B-2	Package Sales/convenient store	2
Class C-1	Restaurants/retail sale- beer, wine	1
Class C-2	Restaurant/Service with food	1
Class C-3	Restaurants/outdoor seating	1
Class C-4	Restaurant/On Premises	0
Class D	Hotels/Motels	_
Class E	Banquets	-
Class F	Clubs	-
Class G	Special Events	-
Class H	Beauty salon or spa	_
Total		10

WHEREAS, an application has been filed with the Local Liquor Control Commissioner for establishment and granting of a B-2 License – Package Sales / Convenience Store license; and

WHEREAS, there are currently only two licenses available in the B-2 Classification; and

WHEREAS, the Liquor Control Commission has reviewed said application and found that the applicant otherwise meets the requirements of the Liquor Control Regulations for issuance of a license.

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

Section 1. The Hampshire Municipal Code of 1985, as amended, shall be and hereby is further amended to establish a new liquor license in the Village in the B-2 Package Sales / Convenience Store classification, and that Section 3-1-6(N) of the Village Code shall be and hereby is amended to provide for same, in words and figures as follows:

CHAPTER 3	LIQUOR REGULATIONS	
ARTICLE I	ALCOHOLIC LIQUOR REGULATIONS	
SECTION 3-1-6	CLASSIFICATION OF LICENSES; FEES, CLOSING HOURS	

N. Number of licenses: The number of alcoholic liquor licenses to be issued in the Village shall be as follows:

Class A-1	Taverns/Carry Out	1
Class A-2	Taverns/No Carry Out	0
Class B-1	Package Sales	4
Class B-2	Package Sales/Convenience Store	3
Class C-1	Restaurant/Retail Sale - beer, wine	1
Class C-2	Restaurant/Service with food	1
Class C-3	Restaurant/Outdoor Seating	1
Class C-4	Restaurant/On Premises	0
Class D	Hotels/Motels	0
Class E	Banquet Halls	0
Class F	Clubs	0
Class G	Special Events	N/A
Class H	Beauty Salons/Spas	0
Total		11

Section 2. Any and all ordinances, resolutions, and orders, or parts thereof, which are in conflict with the provisions of this Ordinance, to the extent of any such conflict, are hereby superseded and waived.

Section 3. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

passage and approval as provided by law.	
ADOPTED THIS DAY OF	_, 2014.
AYES:	-
NAYS:	
ABSENT:	
ABSTAIN:	
APPROVED THIS DAY OF	, 2014.
Jeffrey Magnussen Village President	y
ATTEST:	
Linda Vasquez Village Clerk	

Section 4.

This Ordinance shall be in full force and effect from and after its

MILFORD BROWN
President

BONNIE BAYSER
Secretary

FRED OLSON Treasurer

JOHN DAVIS

<u>Trustee</u>

JOSEPH MAHONEY

<u>Trustee</u>

July 25, 2014

Village President Jeffrey Magnussen Village of Hampshire Trustees 234 S. State St. PO Box 457 Hampshire, Illinois 60140-0457

Village President and Trustees;

The Huntley Fire Protection District is requesting transition fees in the amount of \$27,000 from the Village of Hampshire. We are requesting the \$27,000 to put towards the purchase of a new ambulance.

The new ambulance will be placed at Station #3 at 12400 Regency Square Parkway in Huntley. This is the initial response station for the Lakewood Crossing subdivision within the Village of Hampshire and a portion of which is in the Huntley Fire Protection District. The cost for the ambulance is \$191,454.00.

Therefore, we are requesting a total of \$27,000 in transition fees from the Village of Hampshire to be forwarded to the Huntley Fire Protection District for use by the district as permitted by law. This request is made feasible through the Hampshire, Illinois Village Code Chapter 14 Development Impact Fees, Article IV Distribution of Funds Collected, Section: 14-4-1 G, Fire Protection, which states; "The contributions received by the village for fire protection purposes shall be held by the village and forwarded from time to time to the fire protection district, for the use of the district permitted by law."

In addition, the Huntley Fire Protection District agrees to indemnify and hold harmless the Village of Hampshire from any and all claims, demand, suits, or damages incurred in paying over said sum.

Respectfully,

Kenneth Caudle

Fire Chief

Huntley Fire Protection District



KENNETH CAUDLE Fire Chief

11808 Coral Street P.O. Box 517 Huntley, Illinois 60142 847-669-5066 Fax 847-669-0139

FOSTER COACH SALES, INC.

903 Prosperity Drive Street P.O. Box 700 Sterling, Illinois 61081

Phone: (815) 625-3276

(800) 369-4215 (815) 625-7222

Fax: Web site: www.fostercoach.com PF00620

QUOTATION

TO:

HUNTLEY FPD

11808 CORAL STREET HUNTLEY, IL 60142

DATE:

07/23/14

ATTN: RUSS WILSON

REFERENCE: NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
1	2015 FORD F450 4X2 CHASSIS ON A CUSTOM HORTON CONVERSION PER CUSTOMER SPECIFICATIONS	\$ 192,861.00	\$ 192,861.00
	OPTION PREPAYMENT DISCOUNT full amount due within 10 days of order PERFORMANCE BOND	\$ -2,853.00 \$ 1,446.00	\$ -2,853.00 \$ 1,446.00
		\$ Total	\$ 191,454.00
	ACCEPTED BY:Date:		

ESTIMATED DELIVERY: 7-8 MONTHS

PROPOSED BY:

F.J. FOSTER, VICE PRESIDENT OF SALES

HUNTLEY FPD

A REV

HEVISIONS DESCRIPTION 523 EXTERIOR

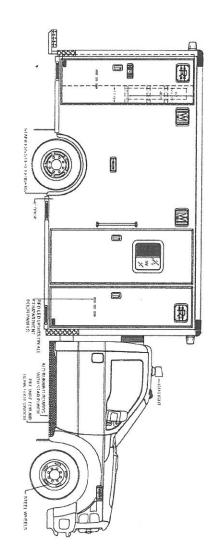
DATE 6-13-14

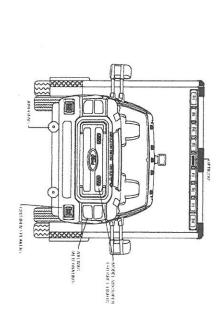
ANY AR NACION

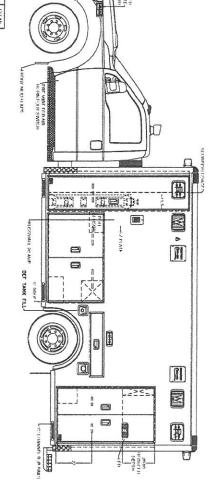
COMP

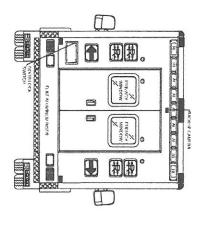
COMPARTMENT STOCKING

623 PT EXTERIOR F-SERIES CHASSIS









PROPOSAL DRAWING

1406-102

Lori Lyons

From:

Ken Caudle < kcaudle@huntleyfpd.org>

Sent:

Tuesday, July 29, 2014 9:41 AM

To:

Lori Lyons

Subject:

Impact Fee Request

Lori,

I has been brought to my attention that my request for the current balance of transition fees was incorrect. In actuality my request was for impact and interest funds pertaining to the Huntley Fire Protection District. Sorry for the inconvenience and feel free to contact me if you need further clarification.

Have a great day!

Ken Caudle | Fire Chief | <u>Huntley Fire Protection District</u> 11808 Coral St. | Huntley, IL 60142 | O: 847-669-2999 | F: 847-669-6401

This e-mail and any files transmitted with it are the property of The Huntley Fire Protection District and/or its affiliates, are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please notify the sender at admin@huntleyfpd.org and delete this message immediately. Any other use, retention, dissemination, forwarding, printing or copying of this e-mail is strictly prohibited.

Village of Hampshire Huntley Fire Impact and Transition Fee Balances July 29, 2014

Composition of Balance as of June 30, 2014:

	Impact	Transition	Interest	Total
Impact Fees	\$ 27,000.00	-	-	\$ 27,000.00
Transition Fees	(= ,	1,800.00	=	1,800.00
Interest	-	-	30.08	30.08
Total	27,000.00	1,800.00	30.08	28,830.08
Disbursement of transition fees 7/18/2014	-	(1,800.00)		(1,800.00)
	\$ 27,000.00	-	30.08	\$ 27,030.08

Report Prepared by: VoH Finance Department

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

FOR: August 7, 2014 Village Board Meeting

RE: Transfer of Park Impact Fees for Park Bench Purchase

Background. In the FY15 budget the Village board previously approved the transfer of up to \$20,000 in park impact fee to the general fund for Village-owned-park improvements.

Analysis. The purchase of seven park benches for Memorial Park and five "Pets to be Leashed" signs to be used in both Memorial Park and Orris Ruth Park were approved at the June 5th board meeting. Total cost of the purchases was \$9,703.00

Recommendation. Staff requests authorization to transfer \$1,996.98 in park impact fees to the general fund to cover the difference between the purchase cost of the signs and benches and the amount to be reimbursed by Riverboat Fund Grant.

No. 14 -

AN ORDINANCE AMENDING THE LIQUOR CONTROL REGULATIONS OF THE VILLAGE TO AMEND THE PROVISIONS TO CREATE A NEW LICENSE CLASSIFICATION -- CLASS I: HAMPSHIRE TOWNSHIP PARK DISTRICT LICENSE

WHEREAS, from time to time, the Hampshire Township Park District conducts or sponsors special events at which it desires to sell beer and wine beverages in the Village; and

WHEREAS, the Hampshire Township Park District desires to conduct or sponsor certain arts-related classes at different locations throughout the Village, and to serve or allow the serving of wine beverages at such classes; and

WHEREAS, the Village's local liquor control commission receives, reviews and approves or denies applications for such events pursuant to the Village's alcoholic liquor regulations; and

WHEREAS, licenses for special events are otherwise limited under the Village Code to no more than two (2) per year, of two-days' duration each; and

WHEREAS, the Village desires to amend the alcoholic liquor regulations so as to allow the Hampshire Township Park District, under one license, to conduct or sponsor more than two (2) events per year in the Village at which it may serve or allow to be served alcoholic beverages.

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

Section 1. The Hampshire Municipal Code of 1985, as previously amended, shall be and hereby is further amended to amend the provisions of the Village Code, Chapter 3, Business Regulations, Chapter 1, Liquor Regulations, to modify the provisions for a class H Liquor License in the Village, in words and figures as follows:

CHAPTER 3

LIQUOR REGULATIONS

ARTICLE I

ALCOHOLIC LIQUOR REGULATIONS

SECTION 3-1-6

CLASSIFICATION OF LICENSES;

FEES, CLOSING HOURS

- N. Class I License Hampshire Township Park District.
- A license for the sale at retail of beer and wine only, as follows:
 - a. To patrons of special adult events or classes conducted or sponsored by the Park District, and strictly incidental to the patron's participation in such event or class, wine beverages only, by the drink, for consumption on the premises where the event or class is conducted only; and
 - b. For special events sponsored or conducted by the Park District, on Park District property, beer and wine beverages, by the drink, for consumption on the grounds only.
- 2. Events and classes allowed under this classification shall be limited to not more than a total of twenty-five (25) per calendar year. For purposes of this section, an event may be more than one day, as approved by the local liquor control commission, and each day of any class shall be considered a separate class.
- 3. The fee for a Class I liquor license shall be Five Hundred and No/100 (\$500.00) Dollars per year.
- 4. The Park District shall in its annual application for liquor license identify the events and/or classes at which alcoholic liquors shall be available, and any conditions under which such class or event is to take place, including but not limited to date(s) and times; provided, if not then known, whenever an event or class is thereafter to be sponsored or conducted by the Park District, the Park District shall not later than twenty-one (21) days prior to the date of the event notify the Village Clerk of the hours, nature and location of the proposed event or class. Any such event or class shall be subject to review and approval by the local liquor control commissioner, who may in his discretion refer it to the local liquor control commission for review and approval.
- 5. Entertainment may be allowed in conjunction with any such event or class for no additional fee, provided, the hours and acceptability of any such entertainment shall be subject to the prior approval of the local liquor control commission.
- 6. The holder of a Class I license shall not sell, offer, deliver, or permit to be sold, offered for sale, given away or delivered, any alcoholic liquor except between the hours of six o'clock (6:00) a.m. and twelve o'clock

(12:00) p.m. on any day; provided, the local liquor control commission may further limit the sale, offering for sale, giving away, and/or delivering of alcoholic liquors for any particular event or class specified by the Park District in its annual application for such license or otherwise.

7. The local liquor control commission may as a condition of approval of such license impose any other restrictions, limitations, or conditions under which such event or class may be conducted pursuant to such license.

Section 2. The following sections of the Village Code shall be re-numbered or lettered, as follows:

Present Designation	New Designation
§3-1-6(N) Late Hours	§3-1-6(O) Late Hours
§3-1-6(O) Sales Promotional Event	§3-1-6 (P) Sales Promotional Event
§3-1-6(P) Number of Licenses	§3-1-6 (Q) Number of Licenses

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

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

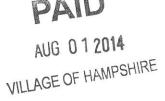
Section 5. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED THIS	DAY OF	
AYES:		
NAYS:		
ABSENT:	4	
ABSTAIN:		

APPROVED THIS	DAY OF	, 2014.
	Jeffrey Magnu Village Presid	

ATTEST:	
Linda Vasquez Village Clerk	





234 S. State Street Hampshire, IL 60140

Phone: (847) 683-2181 Fax: (847) 683-4915 www.hampshireil.org

APPLICATION FOR CONDUCTING A RAFFLE (GOOD FOR ONE RAFFLE)

Name of Orga	anization: Hamp	oshire Fire & EMS Associa	ation	
Address: 202	Washington Ave	PO Box 245 - Hampshire,	IL 60140	
Type of Organ	nization: Religio E	us Charit ducational	ableXVeterans LaborFrate	ernal
Date when th	is group was or	ganized: 1961		
If chartered o	r incorporated,	date and place whe	re papers were issued:	
-				
Date when ra	fle winners will	be determined:	1/18/2014	
Time:6:00p	om-8:00pm	Location	: Hampshire Fire Station	
			Hampshire and Surrounding Areas	
Date of ticket	sales: July 28th, 20	014	to October 18th, 20	14
Price of each t	icket:\$25.00	TATABAN MARANAN MARANA		
Prizes to be av	varded and reta	il value of each, (Ma	ay be listed on separate shee	et)
No.		<u>Prize</u>	Value of each	Total Value
1 1	Cash Cash		\$1500.00 \$500.00	\$1500.00 \$500.00
1 1	Cash Cash		\$300.00 \$200.00	\$300.00 \$200.00
3 1	Cash Cash	955 - 1657 (1 - 170 - 17	\$100.00 \$75.00	\$300.00 \$75.00
1 36	Cash Cash		\$50.00 \$25.00	\$50.00 \$900.00
	TOTAL AGGRE	EGATE VÅLUE OF ALI	L PRIZES	\$ 3825.00

(over)

Presiding Officer:	1									
Address: 392 Washington Ave. Ham	npshire, IL 60140									
Phone: 847-613-7899		Date of Birth:	08/09/1963							
Secretary: Sheri Stadie										
Address: 369 Hilcrest Ave. Hampsh	nire, IL 60140									
Phone:847-683-4588		Date of Birth:	06/28/1966							
Raffle Manager: Scott McBride										
Address: 305 Panama Ave. Hampshi	ire, IL 60140	999								
Phone:847-683-7459		Date of Birth:	11/24/1973							
I certify that this organization is not-for-profit; it has been in existence continuously for at least the past five years; it has maintained a bona fide membership engaged in carrying out its objectives; its officers, operators, and workers at the raffle are bona fide members of the organization and are of good moral character. I further certify that all of the information provided in this application is true, to the best of my knowledge.										
Signed: Jag Rassus Title: President	fr.									
Title: President										
	Fee Schedule: Aggregate Value Less than \$500 \$501-\$5,000 \$5,001 and over	Fee: None \$10.00 \$25.00								

- ***Each licensee, within thirty (30) days of the raffle, shall report to its membership and to the village clerk each of the following:
 - a. Gross receipts generated by the conducting of the raffle;
 - b. An itemized list of all reasonable operating expenses which have been deducted from the gross receipts;
 - c. Net proceeds from the conducting of the raffle;
 - d. An itemized list of the distribution of the net proceeds; and
 - e. A list of prize winners.

Records required by this section shall be preserved for three (3) years, and the organization shall make available for public inspection their records relating to the operation of a raffle at reasonable times and places.



234 S. State Street Hampshire, IL 60140 Phone: (847) 683-2181 Fax: (847) 683-4915 www.hampshireil.org

OFFICIAL BOND FOR RAFFLE MANAGER

(To be used when aggregate value of prizes is less than \$15,000)

KNOW ALL MEN BY THESE PRESENTS THAT WE,	Scott McBride
,_	Raffle Manager
and	
Surety	
Are held and bound to: Hampshire Fire & EMS Associ	ciation
Name of Organization	
In the sum of \$, equal to aggregation such we are obliged.	ate retail value of all prizes, for the payment of
The condition of the above obligation is such that	Scott McBride
Being of legal age, has been appointed Raffle Mar on October 18th 2014 Month/day Year	
NOW, THEREFORE, if the said Raffle Manager shal of him/her as raffle manager, then this Bond is to Raffle Manager's signature:	be void; otherwise to remain in full force.
Address: 305 Panama Ave.	City Hampshire
Surety's signature:	City
Address:	City:
, Ling R Vasquer, a notary po	ublic in Illinois, certify that <u>Scott McBride</u>
Who are both personally known to me, are the sar above; that they appeared before me this day in personal delivered said instrument as their free a herein set forth. Grand Resource of Himois 2017 Calle Commission Engines Aug 16, 2017 Notice of Manager Commission Engines Aug 16, 2017	erson and acknowledged that they signed,
Naje "Commis	otary Public

AGENDA SUPPLEMENT

TO:

President Magnussen and Village Board

FROM:

Lori Lyons, Finance Director

FOR:

August 7, 2014 Village Board Meeting

RE:

IT Support

Background. The Village has utilized the services its current IT Support vendor for more than a dozen years. Recently the network has experienced some significant down time, support response time has been slow and disaster recovery questionable. As a whole, the Village network lacks continuity and has many consumer class components which could pose vulnerability to security breaches. The Village lacks an IT strategy or plan.

Analysis. Trustee Reid assisted with analysis of the Village's needs and identified Entré Computer Solutions of Machesney Park who can fill the Village's need. Entré offers a full suite of IT services including network support including monitoring of backups, management of software updates, proactive monitoring of server and workstation health; development of an IT Plan; help desk support and desktop support through onsite and remote access. Entré has been in business for more than 15 years. They have experience working with a variety of clients including the Village of Machesney Park and the Village of Winnebago's Police Department. Entré's standard hourly rate is \$120 but can reduced to as low as \$90 per hour with the purchase of a bank of hours for future use (these do not ever expire).

Recommendation. Staff recommends that the Village Board approve moving forward with securing the services of Entre Computer Solutions. Staff will work with Trustee Reid to determine the best method course of action while remaining within the parameters of the budget.

VILLAGE OF HAMPSHIRE

Accounts Payable

August 7, 2014

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

Total: \$168,574.21

To be paid on or before Aug. 12, 2014

Village President:	
Attest:	
Village Clerk:	1.
Date:	

DATE: 08/04/2014 TIME: 15:12:41 ID: AP430000.WOW

VILLAGE OF HAMPSHIRE OPEN INVOICES REPORT

PAGE:

BATCH # 080114

VENDOR # AAPC ALCO ALGR	OT CS EH LT IN	INVOICE STATUSAB AB AB	INV. DATE P.O	.# BATCH DUE DATE PROJECT
ALCO	N'S CORNER GARAGE & 01 INV#6100	AB	07/29/2014 MAINTENANCE -	OR 14
ALGR	GRAPHICS 01	ĀВ	/80	080114 08/04/2
ASOA	MATION SOLUTIONS 01 INV#19	АВ	07/31/2014 31-001-002-4120 MAINT. EQUIP	
ASRK	ASR-KALE UNIFORMS 18054911 01 INV#18054911	AB	07/29/2014 01-002-003-4690 UNIFORMS	080114 07/29/2014
	18056216 01 INV#18056216	AB	07/29/2014 01-002-003-4690 UNIFORMS	080114 07/29/2014
BPCI	BENEFIT PLANNING CONSULTANTS, BPCI00048157 01 INV#BPCI00048157	AB	07/29/2014 01-001-002-4380 OTHER PROF.SERVICES-VILL	080114 07/29/2014 S-VILL
				VENDOD HOMAI.

VENDOR TOTAL:

75.61

VILLAGE OF HAMPSHIRE OPEN INVOICES REPORT

PAGE:

BATCH # 080114

	COED	CAON		BUBR	VENDOR #
01 ACCT#1939142034 02 ACCT#7101073024 03 ACCT#0729114032 04 ACCT#0255144168 05 ACCT#2289551008 06 ACCT#6987002019 07 ACCT#59910000 09 ACCT#259910000 09 ACCT#259910005 11 ACCT#4997016005 11 ACCT#4997016005 11 ACCT#1329062027	COMMONWEALTH EDISON 072914	CALL ONE JULY 2014 01 ACCT#1010-7471-0001 02 ACCT#1010-7471-0002 03 ACCT#1010-7471-0003 04 ACCT#1010-7471-0004 05 ACCT#1010-7471-0005 06 ACCT#1010-7471-0006 07 ACCT#1010-7471-0007	01 347686 01 INV#01 347686 01 347710 01 INV#01 347710	BUCK BROTHERS, INC. 01 346936 01 INV#01 346936	INVOICE # DESCRIPTION
	AB	АВ	AB	AB	INVOICE STATUS
31-001-002-4260 31-001-002-4260 31-001-002-4260 30-001-002-4260 30-001-002-4260 30-001-002-4260 30-001-002-4260 30-001-002-4260 30-001-002-4260 30-001-002-4260 30-001-002-4260 30-001-002-4260 30-001-002-4260 30-001-002-4260	07	07 01-001-002-4230 30-001-002-4230 01-003-002-4230 31-001-002-4230 30-001-002-4230 30-001-002-4230 01-002-002-4230	08 52-001-002-4999 01-003-002-4120	08 52-001-002-4999	DE ACCOUNT NUMBER
	/29/2014	/29/2014 COMMUNICATION S	08/04/2014 SSA EXPENSES 08/04/2014 MAINTENANCE - E	/04/2014 SSA EXPENSES	INV. DATE P.O.#
	VENDOR 080114	080114 SERVICES SERVICES S SERVICES SERVICES SERVICES SERVICES SERVICES	080114 080114 EQUIP.	080114	ВАТСН
	VENDOR TOTAL: 080114 07/29/2014	07/29/2014	08/04/2014 08/04/2014 TOTAL:	08/04/2014	DUE DATE PROJECT
(672.61	672.61 · 160.31 · 52.17 · 52.17 · 52.17 . 173.32 · 52.17 . 52.59 · 129.88	· 216.55 216.55 · 21.16 21.16 454.26	216.55 216.55	INVOICE AMT/ ITEM AMT

VILLAGE OF HAMPSHIRE OPEN INVOICES REPORT

PAGE:

FVOA			FISA		FEDEX			CONEEN		COED		VENDOR #	
FOX VALLEY OPERATORS 073014		846742 01 INV#846742	FOX VALLEY FIRE & SAFETY 846657 01 INV#846657		FEDEX 2-726-07616 01 ACCT#2354-2697-8		0016224216 01 ACCT#1-EI-1962	CONSTELLATION NEW ENERGY 0016203669 01 ACCT#1-EI-1963		COMMONWEALTH EDISON 080414	13 ACCT#0710116073 14 ACCT#0524674020 15 ACCT#4623084055 16 ACCT#0657057031 17 ACCT#1362121022 18 ACCT#2539042023 19 ACCT#2244132001	# INVOICE # ITEM DESCRIPTION	
AB		AB	AB		AB		AB	AB		AB		INVOICE STATUS	TIT!
07/30/2014		07/29/2014 01-002-002-4100 MAINTENANCE - BLDG	07/29/2014 01-001-002-4120 MAINTENANCE - EQUIP.		07/31/2014 31-001-002-4320 POSTAGE		07/29/2014 31-001-002-4260 UTILITIES	07/29/2014 30-001-002-4260 UTILITIES		08/04/2014 31-001-002-4260 UTILITIES	01-003-002-4260 STREET LIGHTING 01-003-002-4260 STREET LIGHTING 01-003-002-4260 STREET LIGHTING 01-003-002-4260 STREET LIGHTING 01-003-002-4260 STREET LIGHTING 01-003-002-4260 STREET LIGHTING 01-003-002-4260 STREET LIGHTING	ACCOUNT NUMBER	BATCH # 080114
080114 0	VENDOR I	080114	0114	VENDOR TOTAL:	080114 0	VENDOR 3	080114 (080114	VENDOR	080114		BATCH	
07/30/2014	TOTAL:	07/29/2014	07/29/2014	TOTAL:	07/31/2014	TOTAL:	080114 07/29/2014	07/29/2014	TOTAL:	08/04/2014		DUE DATE PROJECT	
* 50.00	362.30	· 283.05 283.05	79.25 79.25	69.84	69.84	11,233.54	9,333.58	. 1,899.96 1,899.96	13,995.32	*86.00 86.00	56.90 -15.07 -3.17 283.86 -1,773.52 -7.21 -3,072.54	INVOICE AMT/ ITEM AMT	

PAGE:

VILLAGE OF HAMPSHIRE OPEN INVOICES REPORT

	HWAS				HDSUWA		HARCOM		насн		GEBR			VENDOR #	
	HOWARD L. WHITE & ASSOCIATES 214207 01 INV#214207		C695099 01 INV#C695099	C681866 01 INV#C681866	HD SUPPLY WATERWORKS LTD C669850 01 INV#C669850		HARMONY TECHNOLOGY SOLUTIONS 7154 01 INV#7154		HACH COMPANY 8922588 01 INV#8922588		GEHRINGER BROS. 9264 01 TICKET#9264		01 MINI-CONFERENCE FOR MARK	INVOICE # ITEM DESCRIPTION	
	АВ		AB	AB	AB		AB		AB		AB			INVOICE STATUS	her.
VENDOR TOTAL:	07/29/2014 080114 07/29/2014 01-001-005-4941 MEMORIAL PARK IMPROVEMEN	VENDOR TOTAL:	07/31/2014 31-001-003-4670 MAINTENANCE SUPPLIES	07/29/2014 30-001-005-4960 METERS/EQUIPMENTS	07/29/2014 080114 07/29/2014 30-001-005-4960 METERS/EQUIPMENTS	VENDOR TOTAL:	08/04/2014 080114 08/04/2014 01-002-002-4380 OTHER PROF.SERV.	VENDOR TOTAL:	07/29/2014 080114 07/29/2014 30-001-003-4680 OPERATING SUPPLIES	VENDOR TOTAL:	08/04/2014 080114 08/04/2014 01-003-002-4120 MAINTENANCE - EQUIP.	VENDOR TOTAL:	31-001-002-4430 DUES	ACCOUNT NUMBER P.O.# BATCH DUE DATE PROJECT	BATCH # 080114
9,369.00	9,369.00 9,369.00	2,870.75	*139.80 139.80	. 247.75 247.75	. 2,483.20	120.00	120.00	135.60	135.60 135.60	38.00	. 38.00	50.00	50.00	INVOICE AMT/ ITEM AMT	

PAGE: G

VILLAGE OF HAMPSHIRE OPEN INVOICES REPORT

KAUN		K&MTI		OGONEM	TOHNIN				IPODBA			HYAIIN	VENDOR #	
KALE UNIFORMS, INC. 18070111		K & M TIRE - CHICAGO 421027109 01 INV#421027109		34282 01 INV#34282			563660-0 01 INV#563660-0	563494-0 01 INV#563494-0	IPO/DBA CARDUNAL OFFICE SUPPLY		7826 O1 INV#7826	HYDRO AIRE INC	INVOICE # ITEM DESCRIPTION	
AB		AB		AB			АВ	AB			AB		INVOICE STATUS	
07/31/2014		07/29/2014 01-002-002-4100 MAINTENANCE - BLDG		07/29/2014 01-002-003-4690 UNIFORMS			07/29/2014 01-001-003-4650 OFFICE SUPPLIES	07/29/2014 01-001-003-4650 OFFICE SUPPLIES			07/31/2014 31-001-002-4120 MAINT. EQUIP		E INV. DATE P.O.#	BATCH # 080114
080114 07/31/2014	VENDOR TOTAL:	080114 07/29/2014 _{0G}	VENDOR TOTAL:	080114 07/29/2014		VENDOR TOTAL:	080114 07/29/2014	080114 07/29/2014		VENDOR TOTAL:	080114 07/31/2014		BATCH DUE DATE PROJECT	
*138.00	445.08	445.08	174.58	174.58 174.58		164.43	* 71.97 71.97	92.46 92.46		2,129.00	. 2,129.00 2,129.00	n	INVOICE AMT/	

KCEC

KANE COUNTY GOVERMENT CENTER 2014-00000014

01 INV#2014-00000014

AB

08/04/2014 01-002-002-4285 911 SERVICES

VENDOR TOTAL:

72,851.24

080114 08/04/2014

72,851.24

VENDOR TOTAL:

138.00

138.00

01 INV#18070111

07/31/2014 01-002-003-4690 UNIFORMS

DATE: 08/04/2014 TIME: 15:12:41 ID: AP430000.WOW

PAGE: 6

VILLAGE OF HAMPSHIRE

	CEEN
	INVOICES
	REPORT

	MIFISE		MENA		MECO		LTCO		KONMIN		KMPFPD	VENDOR #	
31490	MIDWEST FIRE & SECURITY 31489 01 INV#31489		MENARDS - SYCAMORE 60416 01 INV#60416 02 INV#60416 03 INV#60416		MEDIACOM JULY 2014 01 ACCT#8384 91 238 0000096		LINANE TRAFFIC CONSULTANTS 73014 01 WEIGHT CARDS & ENFORCEMENT GUI		KONICA MINOLTA BUSINESS SOLUTI 229897761 01 INV#229897761		KONICA MINOLTA PREMIER FINANCE 258629179 01 INV#258629179	INVOICE # ITEM DESCRIPTION	
AB	АВ		AB		AB		AB		AB		AB	INVOICE STATUS	ttl
07/29/2014	07/29/2014 30-001-002-4280 RENTAL SERVICE		07/29/2014 01-003-003-4680 OPERATING SUPPLIES 30-001-003-4670 MAINTENANCE SUPPLIES 01-003-003-4700 STORM SEWER MAINTENA		07/29/2014 01-001-002-4230 COMMUNICATION SEF		08/04/2014 01-002-003-4680 OPERATING SUPPLIES		07/31/2014 01-002-002-4340 PRINT/ADV/FORMS		08/04/2014 01-002-002-4280 RENTALS	ACCOUNT NUMBER	BATCH # 080114
080114	080114	VENDOR	080114 ES	VENDOR	080114 SERVICES	VENDOR	080114 S	VENDOR	080114	VENDOR	080114	BATCH	
07/29/2014	07/29/2014	TOTAL:	07/29/2014	TOTAL:	07/29/2014	TOTAL:	08/04/2014	TOTAL:	080114 07/31/2014	TOTAL:	08/04/2014	DUE DATE PROJECT	
125.00	* 275.00 275.00	496.83	496.83 .77.58 .35.79	1.66	· 1.666	12.00	12.00	71.26	71.26 71.26	465.98	465.98	INVOICE AMT/ ITEM AMT	

PAGE:

VILLAGE OF HAMPSHIRE OPEN INVOICES REPORT

OFDE			NICOR		MUWESE		MUEL			MOSA			VENDOR #	
OFFICE DEPOT 720745759001 01 INV#720745759001	01 ACCT#8/-56-68-1000 5	14.14	NICOR 06.11.14-07.14.14 01 ACCT#19-61-05-1000 0		MUNICIPAL WEB SERVICES 50974 01 INV#50974		MUNICIPAL ELECTRONICS 061547 01 INV#061547		5400505645 01 INV#5400505645	MORTON SALT, INC 5400497802 01 INV#5400497802		01 INV#31490	INVOICE # ITEM DESCRIPTION	
АВ		AB	AB		AB		AB		AB	AB			INVOICE	
07/29/2014 01-002-003-4650 OFFICE SUPPLIES	31-001-002-4260 UTILITIES	07/	07/29/2014 31-001-002-4260 UTILITIES		07/29/2014 01-001-002-4120 MAINTENANCE - EQI		07/29/2014 01-002-002-4380 OTHER PROF.SERV.		07/31/2014 30-001-003-4680 OPERATING SUPPLIES	07/29/2014 30-001-003-4680 OPERATING SUPPLIES		30-001-002-4280 RENTAL SERVICE	ACCOUNT NUMBER	BATCH # 080114
080114 07/29/2014	VENDOR TOTAL:	080114 07/29/2014	080114 07/29/2014	VENDOR TOTAL:	080114 07/29/2014 EQUIP.	VENDOR TOTAL:	080114 07/29/2014	VENDOR TOTAL:	080114 07/31/2014 ES	080114 07/29/2014 ES	VENDOR TOTAL:		BATCH DUE DATE PROJECT	
42.62	94.97	.94.97	· 23.79 23.79	150.00	*150.00 150.00	315.00	*315.00 315.00	5,300.11	42,725.01 2,725.01	*2,575.10 2,575.10	400.00	125.00	INVOICE AMT/	

VILLAGE OF HAMPSHIRE OPEN INVOICES REPORT

PAGE: ∞

SEEQ					RKQUSE		PITB		OLDO		OFDE		VENDOR #	
SEWER EQUIPMENT CO.		1503 01	1495 01	1452 01	RK QUALITY SE 1444 01		PITNEY BOWES 6208210 JN14 01 02 03		OLD DOMINION 0060760-IN 01		OFFICE DEPOT 720745876001 01		INVOICE #	
NT CO.		INV#1503	INV#1495	INV#1452	SERVICES 01 INV#1444		ACCT#6208210 ACCT#6208210 ACCT#6208210 ACCT#6208210		BRUSH CO. INV#0060760-IN		INV#720745876001		1 DESCRIPTION	
ĀВ		AB	AB	AB	AB		АВ		AB		АВ	1	INVOICE	
07/29/2014		08/04/2014 0 01-002-002-4110 MAINTENANCE - VEHL.	07/31/2014 01-002-002-4110 MAINTENANCE - VEHL.	07/29/2014 C 01-002-002-4110 MAINTENANCE - VEHL.	07/29/2014 01-002-002-4110 MAINTENANCE - VEHL.		07/29/2014 01-001-002-4280 RENTAL - CARPET-1 01-003-002-4280 RENTALS 30-001-002-4280 RENTAL SERVICE 31-001-002-4280 RENTAL SERVICES		07/29/2014 01-003-003-4680 OPERATING SUPPLIES		07/29/2014 01-002-003-4650 OFFICE SUPPLIES		E INV. DATE P.O.# ACCOUNT NUMBER	BATCH # 080114
080114 07/29/2014	VENDOR TOTAL:	080114 08/04/2014 iL.	080114 07/31/2014 HL.	080114 07/29/2014 HL.	080114 07/29/2014 HL.	VENDOR TOTAL:	080114 07/29/2014 CARPET-WATER CO RVICE	VENDOR TOTAL:	080114 07/29/2014 ES	VENDOR TOTAL:	080114 07/29/2014		BATCH DUE DATE PROJECT	
, 49.23	282.65	. 40.06 40.06	.38.37 38.37	. 46.93 46.93	. 157.29 157.29	* 168.00	168.00 42.00 42.00 42.00 42.00	762.39	*762.39 762.39	52.69	*10.07		INVOICE AMT/ ITEM AMT	

VILLAGE OF HAMPSHIRE OPEN INVOICES REPORT

PAGE: 9

DE	D
+	JOH
17	#
(0
(α
(\supset
H	_1
+	_1
4	5

VENDOR #	INVOICE # ITEM DESCRIPTION	INVOICE STATUS	E INV. DATE P.O.#	BATCH DUE DATE	INVOICE AMT/
	01 INV#0000135564		01-003-003-4680 OPERATING SUPPLIES	区 	49.23
				VENDOR TOTAL:	49.
SIARA	SIGN A RAMA 6465 01 INV#6465	АВ	07/29/2014 080114 01-001-005-4941 MEMORIAL PARK IMPROVEMEN	080114 07/29/2014 PROVEMEN	340.00 340.00
				VENDOR TOTAL:	340.00
STAP	STAPLES ADVANTAGE 8030492915 01 INV#8030492915	АВ	07/29/2014 01-002-003-4650 OFFICE SUPPLIES	080114 07/29/2014	, 45.34 45.34
				VENDOR TOTAL:	45.
SUBLAB	SUBURBAN LABORATORIES,INC 113990 01 INV#113990	АВ	07/29/2014 0 30-001-002-4380 OTHR PROF. SERVICES	080114 07/29/2014 CES	122.00 122.00
	114232 01 INV#114232	AB	07/29/2014 0 30-001-002-4380 OTHR PROF. SERVICES	080114 07/29/2014 CES	· 500.00 500.00
				VENDOR TOTAL:	622.00
TRCOPR	TRAFFIC CONTROL & PROTECTION 80560 01 INV#80560	АВ	07/29/2014 15-001-006-4365 MAINTENANCE	080114 07/29/2014	1,452.80 1,452.80
				VENDOR TOTAL:	1,452.80
TRUN	TREES UNLIMITED 6649 01 INV#6649	AB	07/29/2014 52-001-002-4999 SSA EXPENSES	080114 07/29/2014	1 320.00 320.00
				VENDOR TOTAL:	320.00
VOH	VILLAGE OF HAMPSHIRE JULY 2014	АВ	07/29/2014	080114 07/29/2014	425.75

DATE: 08/04/2014 TIME: 15:12:41 ID: AP430000.WOW

PAGE: 10

VILLAGE OF HAMPSHIRE OPEN INVOICES REPORT

BATCH # 080114

	WATR			WAMA		HAMA		DAMA			VENDOR #	
	WASCO TRUCK REPAIR CO. 128181 01 TICKET# 128181		3432952-2011-9 01 INV#3432952-2011-9	WASTE MANAGEMENT 3432206-2011-0 01 INV#3432206-2011-0		VERIZON WIRELESS 9728719891 01 ACCT#880495288-00002 02 ACCT#880495288-00002		VERIZON WIRELESS 9728719890 01 ACCT#880495288-00002 02 ACCT#880495288-00002 03 ACCT#880495288-00002 04 ACCT#880495288-00002 05 ACCT#880495288-00001		01 OWED TO REVOLVING FUND	INVOICE # ITEM DESCRIPTION	
	АВ		AB	АВ		АВ		AB			INVOICE	
	01-003-002-4110		29-001-002-4330	29-001-002-4330		0 01-003-002-4230 31-001-002-4230		01-001-002-4230 01-002-002-4230 01-002-002-4230 30-001-002-4230 31-001-002-4230 01-002-002-4230		01-000-001-3000	ACCOUNT NUMBER	BATCH # U8U114
TOTAL	7/29/2014 MAINTENANCE - VEH		08/04/2014 GARBAGE DISPOSAL	07/29/2014 GARBAGE DISPOSAL		0801 COMMUNICATION SERVICES COMMUNICATIONS SERVICE		7/29/2014 COMMUNICATION SERVICES COMMUNICATION SERVICES COMMUNICATION SERVICES COMMUNICATIONS SERVICES COMMUNICATIONS SERVICES		DUE TO REVOLVING	INV. DATE P.O.#	
VENDOR TOTAL: ALL INVOICES:	080114 (VEHICLES	VENDOR 1	080114 (080114 (VENDOR :	14	VENDOR TOTAL:	1.4	VENDOR 7	LOAN FU	ватсн	
TOTAL:	07/29/2014	TOTAL:	08/04/2014	07/29/2014	TOTAL:	07/29/2014	TOTAL:	07/29/2014	TOTAL:		DUE DATE PROJECT	
21.50 168,574.21	21.50	38,110.47	38,057.19 38,057.19	53.28 53.28	190.93	/190.93 155.05 35.88	685.99	685.99 62.82 -240.39 27.01 12.70 343.07	425.75	425.75	INVOICE AMT/	

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease"), is made this ____ day of ______, 2014, by and between Village of Hampshire, an Illinois municipal corporation (hereinafter referred to as "Landlord," and sometimes, the "Village"), and Fox Valley Internet, Inc., an Illinois corporation having its principal office at 2585 Millenium Drive, Suite G, Elgin, Illinois (hereinafter referred to as "Tenant").

RECITALS

Whereas, Tenant desires to locate certain equipment, including but not limited to radio transmitter/receivers on certain property owned by the Village, including those sites commonly known as the Elm Street Water Tower; the Tamms Water Tower; and the Rt. 20 Water Tower; and

Whereas, the Village desires to permit Tenant to locate its facilities on said properties subject to certain conditions and restrictions; and

Whereas, the parties desire to commit to writing their agreement regarding lease of antenna sites to Fox Valley in the Village.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Antenna Sites; and Rights Granted to Tenant upon the Property. Landlord shall allow Tenant to mount and maintain an array of antennas, not exceeding sixteen (16) antennas in the array, on each Antenna Site and shall grant to Tenant such easements as are necessary to install and operate the electrical service, telecommunications and radio connections and connecting cables between the transmitter equipment and antennas to be located on the following sites, each, an "Antenna Site":
 - Site 1. Lot 184 in Tamms Farm Subdivision being a Subdivision of the East ½ of the Northwest ¼ and the Northeast ¼ of Section 14, Township 42 North, Range 6, East of the Third Principal Meridian, according to the plat recorded August 1, 2007 as Document Number 2007K080305 in the Village of Hampshire, Kane County, Illinois.

PIN: 01-14-201-003 (Tamms Water Tower)

Site 2. Lot 1 in Old Mill Manor Subdivision, Unit 1, a subdivision of part of the Northwest Quarter of Section 27, Township 42 North, Range 6, East of the Third Principal Meridian, in the Village of Hampshire, Kane County, Illinois.

PIN: 01-27-107-012 (Elm Street Water Tower)

That part of the Northwest Quarter of the Northeast Quarter of Section Site 3. 11, Township 42 North Range 6 East of the Third Principal Meridian, described as follows: Commencing at the Southwest corner of said Northwest Quarter; thence South 89 Degrees 52 Minutes 39 Seconds East 415.70 feet, along the North line of said Northwest Quarter, to a point on the Northeasterly right-of-way of U.S. Route 20, thence north 49 degrees 06 minutes 50 seconds West 101.89 feet along said northeasterly right-of-way; thence continuing northwesterly along said right-of-way, being on a curve concave northeasterly having a radius of 3759.8 feet, a central angle of 04 degrees 42 minutes 38 seconds, an arc distance of 309.12 feet, for a point of beginning; thence continuing northwesterly along said curve an arc distance of 125.00 feet with a central angle of 01 degree 54 minutes 18 seconds; thence north 47 degrees 30 minutes 07 seconds East 125.00 feet along a nontangential line; thence south 42 degrees 29 minutes 53 seconds East 139.66 feet; thence southwesterly along a nontangential curve concave southeasterly having a radius of 233.00 feet, a central angle of 23 degrees 48 minutes 16 seconds an arc distance of 96.80 feet, whose chord bears south 56 degrees 59 minutes 47 seconds an arc distance of 96.11 feet, thence south 45 degrees 05 minutes 38 seconds West 28.15 feet to the point of beginning (containing 0.364 acres).

PIN: 01-11-200-009 (Rt. 20 Water Tower)

2. <u>Term and Options to Extend:</u>

- 2.1 <u>Term</u>. Landlord leases to Tenant for an initial term of three (3) years beginning on the date of this Lease (the "Initial Term") and on the terms and conditions of this Lease,
- 2.2 Option to Extend Term. The term of this Lease shall be automatically renewable following the end of the term then in effect for a total of four (4) additional terms of five (5) years each at the rental stated below and otherwise upon the same terms and conditions stated in this Lease. If Tenant desires to not extend any subsequent term of the Lease, it shall give Landlord written notice of its intention to not extend the term at least sixty (60) days prior to the expiration of the then current term whereupon this Lease shall be deemed canceled upon the expiration of the then current term.
- 2.3 Additional Yearly Terms. Prior to the end of the fourth (4th) five-year extension term, this Lease may be terminated by either party giving six (6) months prior written notice of termination to the other. If no such notice has been provided, then the Term of this Lease shall automatically continue in force upon the same terms and conditions for a further term of one (1) year and for any subsequent annual terms or one year each, until such time as either party serves written notice upon the other of its intention to terminate this Lease at least six (6) months prior to the end of any such annual term. Rent for these annual periods shall be payable as set forth in Section 3 below. (The Initial Term, all extension terms pursuant to Section 2.2 and additional

yearly terms pursuant to Section 2.3 shall be referred to in aggregate as the "Term.").

3. Rent. Beginning on the date of execution of this Lease Agreement, and continuing on the first day of each quarter during the Term thereafter, Tenant shall pay to Landlord the sum of One Thousand and No/100 (\$1,000.00) Dollars per quarter for use and occupancy of each of the Antenna Sites, for a total of \$3,000.00 per quarter. Rent shall be due on the first day of each calendar quarter, and for any payment received after the fifth day of any such quarter, there shall be assessed a late charge equal to 5% which shall be immediately due and payable by Tenant as additional rent.

Provided, at the end of the first three year term, if the lease is renewed at that time, rent shall be increased by 5% per year for each year thereafter, until termination of the lease for any reason.

Provided further, Tenant shall at the time of execution of this Agreement pay to the Village a lump sum equal to \$7,500.00 for its occupancy of the Tamms Water Tower prior to the date of this Agreement.

- 4. <u>Location for Rent Payment</u>. All rent shall be paid to Landlord at Village of Hampshire, c/o Village Finance Director, 234 South State Street, P.O. Box 457, Hampshire, IL 60140; or to such other person, firm or place which the Landlord may from time to time designate in writing at least forty five (45) days in advance of a rent payment date.
- 5. <u>Use of Property</u>. Tenant may use the Property for lawful communications purposes and related site preparation, improvements and maintenance purposes in accordance with all applicable laws, ordinances, and governmental regulations, and with the terms and provisions of this Lease. Tenant shall keep the Property in a reasonably good state of maintenance and repair.

6. Tenant's Installation.

- 6.1 <u>Workmanlike Construction</u>. Tenant agrees that the installation of its equipment and apparatus at the Antenna Site will be completed in a neat and workmanlike manner and in strict accordance with its plans and specifications for same. Tenant's (or, its supplier's) plans and specifications for the Antenna Site shall be subject to the prior approval of the Village Engineer. All costs of the installation, including but not limited to, the cost of extending electrical service to Tenant's Antenna Site, shall be paid by Tenant. Tenant's installation shall be subject to final inspection by the Village Engineer. Tenant shall post a bond with the Village before commencing any work on the installation of its Antenna Site, in an amount reasonably determined by the Village Engineer to be adequate to cover any damage to or restoration of the Village Water Tower described in Paragraph 1 above. No equipment or apparatus shall be located at the Antenna Site so as to impair the operation of the Water Tower.
- 6.2 <u>Electric Service</u>. Tenant shall install or have installed separately metered electric service for Tenant's use on the Property in accordance with all applicable

electrical codes. In the alternative Tenant may utilize the Village's existing electrical service at the Water Tower. Tenant shall pay to Landlord a sum equal to Twelve and No/100 (\$12.00) Dollars per month for said electrical service; provided, the Village may monitor such usage, and upon proof of additional electrical charges attributable to Tenant's equipment, and written notice thereof sent to Tenant by Landlord, Tenant shall remit payment within ten (10) days thereafter.

- 6.3 <u>Title to Various Items</u>. Landlord shall, at all times, be the sole and exclusive owner of the Property. Tenant shall at all times be the sole and exclusive owner of the antenna structure, antennas, equipment enclosures, equipment, other personal property, fixtures, cables and transmission lines and other improvements installed by Tenant on the Property.
- 6.4 <u>Ingress and Egress</u>. Tenant and its authorized representatives shall have the right of ingress and egress to and from the Property twenty-four (24) hours a day, seven (7) days a week. Tenant shall provide Landlord in advance with a list of personnel authorized by Tenant to enter the Premises.
- 6.5 <u>Cable Connection to Water Tower; Water Tower Maintenance.</u> All cable connections and antennas of Tenant that are placed on or lead to the Water Tower shall be placed and secured in a manner safe to all and acceptable to Landlord and in such manner as to not interfere with either i) any pre-existing antenna(s) on the Water Tower, or ii) the antennas to be placed on the Water Tower in the future by owners and occupants in Brier Hill Crossing Business Park, as described in Par. 9.2 and Par. 10.2 below. Tenant shall be solely responsible for securing and maintaining said antenna(s), cable and other equipment in a safe and secure manner. Landlord shall assume no responsibility for the safety or security of the property of the Tenant upon this location. Tenant shall, upon reasonable notice, make all portions of the Water Tower available to Landlord for maintenance or repair, including but not limited to reasonable re-painting and related work, upon the request and at the direction of the Landlord (pursuant to Paragraph 18 below), provided such work shall be done in such fashion as to minimize the impact on Tenant's use of the Property.
- 7. <u>Indemnification</u>. Landlord and Tenant hereby agree to indemnify, defend and hold each other harmless from and against any claim, of liability or loss from personal injury or damage to the property of others in connection with the Property or resulting from or arising out of the use and occupancy of the Property by the indemnifying party or its agents, excepting, however, such claims or damages as may be due to or caused by the acts of the indemnified party or its agents. Neither party shall have any obligations under this Paragraph unless notified in writing of any such claim or loss within thirty (30) business days of receipt by the other party of notice of such claim or loss.
 - 7.1 <u>Tenant's Insurance</u>. Prior to commencing any work on the installation of the Antenna Site, Tenant shall provide to the Village evidence of insurance coverage in not less than the following amounts: Commercial General Liability insurance against claims for bodily injury, death, or property damage occurring on, in or about the

premises and the adjoining streets and sidewalks in an aggregate amount not less than One Million and No/100 (\$1,000,000.00); and Workers Compensation Insurance in amounts required by applicable law covering all persons in connection with any work done on or about the premises with respect to which claims for death or bodily injury could be asserted against Landlord, Tenant, or the premises. Tenant may satisfy this requirement by obtaining an appropriate endorsement to any master policy of liability insurance which Tenant may otherwise maintain in effect. Tenant shall file with the Village Clerk a certificate of insurance, showing also the Village as an additional insured. Tenant shall at its expense maintain such insurance in force for the life of this lease.

- 8. <u>Tenant's Representations</u>. In order to induce Landlord to enter into this Lease, Tenant covenants, represents and warrants as follows:
 - 8.1. <u>High-Speed Internet Services</u>. Within six (6) months of the effective date of this Lease and throughout the remainder of its Term, Tenant shall offer high-speed wireless Internet access service with connection speeds of 128K bps to 768K bps and burst speeds of up to 6.0M bps to the residents and businesses in the Village of Hampshire and shall use its best efforts to provide such service to all locations within the Village which can be reliably serviced using the technology and equipment to be employed by Tenant on the Property and to which providing such service is, in Tenant's judgment, economically practicable. Tenant shall actively promote and market this service within the Village and offer network monitoring, problem resolution, and installation services to Village residents and businesses;
 - 8.2. <u>Service to Governmental Agencies</u>. Commencing as soon as practicable after the date of this Lease, Tenant shall at its sole expense provide to the following governmental agencies, including but not limited to Landlord, at the following locations in the Village, the equipment, activation and service for broadband Internet access as of the date of this Lease Agreement, and for the duration of same:
 - a. Village Police Department, 215-D Industrial Drive
 - b. Hampshire Fire Protection District, 202 E. Washington Avenue
 - 8.3. <u>Authority.</u> The person executing and delivering this Lease Agreement for Tenant has full authority to do so on its behalf.
- 9. <u>Landlord's Representations</u>. In order to induce Tenant to enter into this Lease, Landlord covenants, represents and warrants, as of the date of this Lease and throughout its Term, as follows:
 - 9.1 <u>Authority</u>. Landlord is the owner of the Property in fee simple. Landlord has full authority to execute, deliver, and perform this Lease and is not in default of any mortgage affecting this property.
 - 9.2 Other Leaseholds on the Property.

- 1. There are at present no other users on the Tamms Water Tower.
- a) The parties acknowledge and agree that the Village has reserved to the future use of the Owner of the property known as the Brier Hill Crossing Business Park development in the Village the exclusive right to use for telecommunications purposes 50% of the area of the tank that is suitable for such use.
- b) The restrictions on Tenant set out in Par. 10 below shall apply to such future users in Brier Hill Crossing Business Park, as if they were "prior radio transmission tenants" as otherwise described in Par. 10.2.

10. Broadcast Interference.

- 10.1 <u>Definition</u>. As used in this Lease, "interference" with a broadcasting activity means:
 - (a) Interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (HA) and the rules and regulations of the FCC then in effect, or
 - (b) A material impairment of the quality of data, sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Property or had any equipment on the Property.
- 10.2 <u>Removal of Interference with Broadcast Activities</u>. Tenant's antenna installation shall be designed, installed and operated so as not to disrupt any public safety or emergency services transmissions or the radio frequency or operations of any prior radio transmission tenant on the Water Tower; provided, for purposes of this Paragraph, future users from among the landowners and occupants of the property in the Brier Hill Business Park shall each be considered to be a "prior radio transmission tenant."

If, in the opinion of Landlord, the operation of Tenant's antenna, transmitter or related equipment causes objectionable electrical or radiation interference to the operation or performance of any public safety or emergency services transmissions or the operations of any prior radio transmission tenant, Landlord shall give Tenant written notice thereof specifying the nature and extent of any such interference. Tenant shall immediately take the necessary steps to correct such interference, including the purchase and installation, at Tenant's expense, of additional equipment such as filters, isolation traps, etc. Tenant agrees not to cause any interference with facilities that are in place at the time of the commencement of the Term. Tenant shall use commercially reasonable efforts to avoid interference with any and all installations for emergency

services transmissions made by Landlord after commencement of the Term. If Tenant is unable to cure all interference problems, then Tenant's obligation to pay future Rent payments shall cease and this Lease shall be terminated. Notwithstanding the foregoing, Tenant shall be responsible for and shall pay to Landlord any and all outstanding costs, fees and charges due hereunder including, without limitation, accrued Rent.

Tenant's rights on the Property shall be superior to any rights of all subsequent tenants of Landlord on said Water Tower and superior to any subsequent changes made to the existing equipment of Landlord's lessee's, tenants, invitees or agents. Landlord shall prohibit the operation of any telecommunications equipment on the Water Tower by any subsequent user or tenant (but specifically excluding any prior radio transmission tenant) during the Term which will cause interference with Tenant's broadcast activities or limit Tenant's intended use of the Property. Upon any notice from Tenant to Landlord of the existence of interference with Tenant's broadcast activities on the Property which Tenant believes is attributable to telecommunications equipment of any subsequent user or tenant in use on the Water Tower Landlord will use its best efforts to cause such interference to cease not more than two (2) business days' after notice from Tenant.

11. <u>Assignment; Sublease</u>. This Lease may be sold, assigned or transferred by the Tenant, without any approval or consent of the Landlord, to Tenant's principals, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets by reason of merger, acquisition, or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the Landlord, which such consent shall not be unreasonably withheld, delayed or denied.

12. Defaults; Remedies.

By Tenant. In the event of default under this Lease by Tenant, Landlord shall be entitled to any and all remedies as shall then be provided by law, including termination of the Lease; except that Landlord shall not be entitled to distrain any personal property (including fixtures) on the Property; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Landlord shall give to Tenant written notice of default to Tenant and the nature of the default and Tenant shall have thirty (30) days (or, if the default cannot be cured within thirty (30) days, a longer period as shall be necessary to cure the default, acting at all times with due diligence), after receipt of the notice within which to cure the default, during which period no remedy shall be pursued. If Tenant fails to cure a default, in addition to any other remedies available to Landlord, the Landlord may elect to commence eviction proceedings; provided, however, Tenant shall be permitted a six month stay from date of receipt of a notice of eviction by paying to Landlord a sum equal to 110% of the then current quarterly rent. Payment of said sum by Tenant and receipt thereof by Landlord shall not be construed as a waiver of said notice, but shall operate only to stay its effect, and Landlord may proceed with eviction proceedings at the end of the six months' time without further notice.

- 12.2 <u>By Landlord</u>. If Landlord defaults in any of its obligations under this Lease, in addition to any remedies available at law or equity, Tenant may perform Landlord's obligation and may offset from the rent or any other amounts next payable Tenant's costs and expenses of doing so. Notwithstanding anything else in this Lease, Tenant may defer payment of Rent during any period in which Landlord is in default in any of its obligations under this Lease; or has failed to provide or execute or cause to be provided or executed (a) any document reasonably necessary for Tenant's use of the Property in the manner contemplated, (b) any license; or (c) any document reasonably necessary to obtain any title insurance or other necessary or desirable insurance or consent.
- 13. <u>Casualty</u>. In the event the Water Tower is destroyed or damaged in whole or in part by casualty during the term of this Lease then, at Tenant's option (exercised by notice to Landlord), this Lease may be terminated as of the date of the event or at any time within ninety (90) days thereafter and no further rent shall be due under the Termination Section or any other Section of this Least
- 14. Quiet Enjoyment. Landlord covenants and agrees that upon payment by the Tenant of the rental under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person and Landlord shall perform all of its obligations under this Lease.

15. Termination.

- 15.1 <u>By Tenant</u>. In addition to termination as a result of action or inaction pursuant to other parts of this Lease, Tenant may terminate this lease:
- (a) at any time upon thirty (30) days' written notice to Landlord and payment of two (2) calendar quarter's of normal rental,
- (b) immediately, without payment of any rent not yet due following written notice to Landlord of either
 - (i) Tenant's inability to secure necessary zoning, permits or licenses and/or Tenant has lost, been denied or failed to satisfy any necessary authorization or radio engineering criteria to use the Premises as contemplated in this Lease,
 - (ii) Tenant's having obtained a soil test which shows contamination or building or radio transmitting conditions which in Tenant's judgment are unsuitable for Tenant's purposes, or
 - (iii) Tenant's right to use the radio frequencies utilized by Tenant's Antenna Site is revoked by the Federal Communications Commission (FCC).

- 15.2 <u>Removal of Equipment</u>. Upon the expiration of this Lease, or its earlier termination or cancellation for any reason, Tenant shall at its sole expense remove from the property all of its antennas, antenna structures, equipment enclosures, transmitting and receiving equipment, transmitting lines, other personal property, fixtures and other improvements and restore the Property to its condition prior to Tenant's installations. Tenant shall have up to ninety (90) days after the effective date of the expiration, termination, cancellation to complete removal of all items.
- 15.3 <u>By Landlord</u>. Landlord shall have the right to terminate this Lease as otherwise provided in this Lease.
- 16. <u>Cooperation</u>. Landlord agrees to cooperate with Tenant in any efforts by Tenant to secure any governmental permits necessary to use the Property as contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant within ten (10) days of Tenant's written request. During the term of this Lease, Landlord shall take no action which adversely affects the uses permitted on the Property. At any time after the date of this Lease or the Commencement Date, either party shall execute or cause to be executed any documents, or take or cause to be taken any actions, reasonably necessary to carry out the intent of this Lease.

17. Environmental Matters.

- 17.1 <u>Definitions</u>. For purposes of this Lease;
- (a) "Applicable Environmental Laws" includes the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.
- (b) "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material as that term is defined in Applicable Environmental Laws.
- 17.2 <u>No Hazardous Material</u>. Neither the Landlord nor, to the best knowledge of Landlord, any other person has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Property or any part thereof nor any part thereof has ever been used by the Landlord, or to the best knowledge of the Landlord, by any other person either as a permanent or temporary dump site or storage site for any Hazardous Material.
- 17.3 <u>Tenant's Indemnity</u>. Tenant indemnifies the Landlord and agrees to hold the Landlord harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Landlord for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission,

discharging or release from the Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) caused by or in the control of Tenant.

- 17.4 <u>Landlord's Indemnity</u>. In all other cases, Landlord indemnifies the Tenant and agrees to hold the Tenant harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Tenant for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) existing as of the date Tenant takes possession of the Property or thereafter caused by or in the control of Landlord.
- 17.5 <u>Survival</u>. The provisions of and undertakings and indemnifications set out in this Section 17 shall survive the termination of this Lease.
- 18. Painting. The parties acknowledge and agree that from time to time it will be advisable or necessary for the Landlord to re-paint one or more of the Antenna Sites. Notwithstanding anything to the contrary contained in this Lease, upon making a determination that such re-painting shall be done, the Landlord shall notify Tenant not less than ninety (90) days in advance of the date when the tower on the respective site is scheduled to be painted. Tenant shall thereafter at its expense remove such of its Antenna and/or related equipment as is located anywhere on the site, and cover or secure to its satisfaction any of its equipment on the ground at the location, for the duration of the painting project. Tenant may place a temporary antenna array or cell on the Premises, subject to review and approval of the Landlord, which approval shall not unreasonably be withheld, for the duration of the painting project. Upon completion of the painting, Tenant shall promptly re-attach to the Antenna Site its antenna and/or related equipment that had been located thereon before the painting, and uncover any equipment on the ground at the location.
- 19. <u>Lease Construction</u>. This Lease shall be construed in accordance with the laws of the State of Illinois where the Property is located. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect.
- 20. <u>Entire Binding Understanding; No Oral Modification</u>. All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease by Tenant to Landlord shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant.
- 21. <u>Successors; Severability</u>. Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and

permitted assigns or sub-tenants of Tenant, and any grantee of Landlord. If any provision of this Lease shall be held invalid or unenforceable, such provision shall be deemed deleted from this Lease and replaced by a valid and enforceable provision which so far as possible achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Lease shall continue in full force and effect.

22. <u>Notices</u>. All notices, requests and other writings required under this Lease (including any notices of renewal, or termination rights) must be in writing and shall be deemed validly given upon the earlier of (i) actual receipt or (ii) the second business day after the date posted if sent by certified mail, return receipt requested, addressed to the other party as follows:

If to Landlord:

Village of Hampshire 234 South State Street

Hampshire, IL 60140 Attn: Village Clerk

If to Tenant:

Paul Diem, President

Fox Valley Internet, Inc. 164 East Chicago Street

Suite 1

Elgin, Illinois 60120

or any other address within the United States that the party to be notified may have designated to the sender by like notice.

- 23. <u>Memorandum of Lease</u>. Upon request by Tenant, made at any time during the Term of this Lease, the parties shall execute a Memorandum of Lease which Tenant may record at Tenant's sole expense in the Office of the Kane County Recorder.
 - 24. Performance. Time is of the essence in this Lease.
- 25. <u>Waiver</u>. Failure of either party at any time to require performance of any provision of this Lease shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.
- 26. <u>Titles and Captions</u>. All article, section and paragraph titles or captions contained in this Lease are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Lease.
- 27. <u>Pronouns and Plurals</u>. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require
- 28. <u>Entire Agreement</u>. This Lease contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them

respecting the subject matter of this Lease.

Executed and delivered in the Village of Hampshire, Kane County, Illinois the day and year first above written.

LANDLORD:

THE VILLAGE OF HAMPSHIRE, an Illinois municipal corporation

By: Junk. Magnussen

Jeffrey R. Magnussen

Village President

TENANT:

FOX VALLEY INTERNET, INC., an Illinois corporation

Paul Diem

President