



Village of Hampshire
Village Board Meeting
Thursday October 17, 2013 – 7:00 PM
Hampshire Village Hall – 234 S. State Street

AGENDA

- 1) Call to Order
- 2) Establish Quorum (Physical and Electronic)
- 3) Pledge of Allegiance
- 4) Citizen Comments
- 5) Approval of Minutes – October 3, 2013
- 6) Village President's Report
 - a) Request from Hampshire High School Officials to address the Board.
- 7) Public Hearing to receive Comments on a proposed amendment and Restatement of the Development Agreement to Unit 1 and 2 of the Tuscany Woods Development.
- 8) Village Administrator's Report
 - a) A Resolution Approving a Settlement Agreement on the Payment of Delinquent Taxes for the Tuscany Woods Subdivision and Special Service Area #13.
 - b) An Ordinance Amending the Insurance Requirements of the Village Liquor Regulations.
- 8) Village Board Committee Reports
 - a) Economic Development
 - b) Finance
 1. Accounts Payable
 - c) Planning/Zoning
 - d) Public Safety
 - e) Public Works
 - f) Village Services
 - g) Fields & Trails
- 9) New Business
- 10) Announcements
- 11) Executive Session: Probable, Pending or Imminent Litigation under Section 2(c) (11)
- 12) Any items to be reported and acted upon by the Village Board after returning to open session
- 13) Adjournment

VILLAGE OF HAMPSHIRE - BOARD OF TRUSTEES

Meeting Minutes – October 3, 2013

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday October 3, 2013.

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

Absent: None

Staff & Consultants present: Village Attorney Mark Schuster, and Village Engineer Brad Sanderson.

A quorum was established.

President Magnussen led the Pledge of Allegiance.

CITIZEN COMMENTS

Nina Pawlak – 823 Paige Lane: Just a friendly reminder of the fields by Casey's General Store, that grass needs to be cut plus the dead trees need to be removed, she understands that the property will be shortly transferred.

Trustee Brust moved, to approve the minutes of September 19, 2013.

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

VILLAGE PRESIDENT REPORT

Health Insurance Renewal

Trustee Brust moved, to approve moving up the health care date to December 1, 2013 renewal of the BCBCIL, HMO and PPO plans for the Village of Hampshire at an estimated savings of 1.2% (approx. \$4, 0000) under the annualized costs of the current health plan.

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

Application for a Raffle from Hampshire Fire/EMS Assoc.

Trustee Reid moved, to approve raffle license for Hampshire Fire/EMS Assoc. to be held on October 19, 2013.

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

Absent: None

VILLAGE BOARD COMMITTEE REPORTS

a. Economic Development

Trustee Brust reported Economic Development meeting will be held on October 16th, 2013 at 5:30 p.m. at the Hampshire Police Department. October 10th ribbon cutting at Ohana's Dollar Store at 5 p.m.

b. Finance

Accounts Payables

Trustee Brust moved, to approve accounts payable in the amount of \$102,025.85 to be paid on or before October 9, 2013.

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

c. Planning/Zoning

No report

d. Public Safety

No report

e. Public Works

No report

f. Village Services

Trustee Kraus reported Oil & Electronic recycling is Saturday October 5th from 9 am to 11:30 a.m. this will be the last one for the year.

g. Field & Trails

Trustee Ruth received estimations for Memorial Park and will be talking to Julie Morrison from EEI. Waiting for estimate to come back for concrete

New Business

Trustee Reid reported to the board a breakdown of the cost paper vs. tablet for the Village Board. Trustee Whaley was impressed on the numbers and told him to put on paper a recommendation to the Village Board.

Executive Session

Trustee Whaley moved, to adjourn to executive session to discuss Personnel- appointment, employment, compensation, discipline, performance or dismissal of a specific employee under Section 2 (c) 1 and Probable, Pending or Imminent Litigation under Section 2(c) (11), Open Meetings Act, at 7:38 p.m.

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

Absent: None

The Village Board reconvened at 8:00 PM

Adjournment

Trustee Ebert moved, to adjourn the Village Board meeting at 8:01 p.m.

Seconded by Trustee Kraus

Motion carried by voice vote


Ayes: All

Nays: None

Absent: None

Linda Vasquez, Village Clerk


PRESIDENT'S REPORT

TO: President Magnussen and Village Board
FROM: Doug Maxeiner, Village Administrator 
FOR: October 17, 2013 Village Board Meeting
RE: Request from Hampshire High School Officials to Address the Board

Background. A request was received from Dr. Brett Bending, Principal of Hampshire High School, and Mr. Jeff Ehardt, Associate Principal of Operations at Hampshire High School, to introduce themselves and address the Village Board meeting on October 17th.

PUBLIC HEARING

TO: President Magnussen and Village Board

FROM: Doug Maxeiner, Village Administrator 

FOR: October 17, 2013 Village Board Meeting

RE: Public Hearing to Receive Comments on a Proposed Amendment and Restatement of the Development Agreement to Unit 1 and 2 of the Tuscany Woods Development


Background. As the Village Board is aware, staff has been negotiating with the owners of Tuscany Woods Unit 1 (US Bank) and Unit 2 (PHI) as well as the bondholders on the special service area (SSA) bonds to formalize and complete an amendment to the development agreement for both units that will identify the responsibilities of each party for outstanding obligations related to the development. The obligations include unfinished public improvements, outstanding SSA bonds, recapture agreements, and professional services fees owed to the Village among others. By identifying the responsibilities of the parties involved, the undeveloped portions of the subdivision can be more effectively marketed.

A public hearing has been scheduled to provide an overview of the amended and restated development agreements for both Units 1 and 2 as well as provide an opportunity for comments from the public or interested parties. Action on the amended and restated development agreements is not included on the agenda.

Recommendation. Staff recommends holding a public hearing on the Amended and Restated Development Agreements for Unit 1 and 2 of the Tuscany Woods Subdivision.

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Doug Maxeiner, Village Administrator 

FOR: October 17, 2013 Village Board Meeting

RE: A Resolution Approving a Settlement Agreement on the Payment of Delinquent Taxes for the Tuscany Woods Subdivision and Special Service Area #13

Background. As the Village Board is aware, property taxes for the undeveloped property within Unit 1 and 2 in the Tuscany Woods Subdivision were not paid for the 2009, 2010, and 2011 tax years. Included in these unpaid taxes were the SSA taxes due for SSA #13 to repay the public improvement bonds for the subdivision. The outstanding taxes are now delinquent and have been offered via tax sale by the County. To date, no party has purchased the tax liens and Kane County holds the Certificates of Purchase on the tax parcels.

PHI, the owner of Unit 2 in Tuscany Woods, has worked with the Village and the bond holders to negotiate with Kane County on the outstanding taxes. A proposal was submitted to the County and, after much discussion and negotiation, a settlement agreement was reached.

Analysis. The attached resolution and subsequent settlement agreement specify the terms of the agreement. In short, the agreement calls for the Village, using developer and bond holder funds, to pay to the County \$250,000 for the release of the certificates of tax sale. No Village funds will be used to fund the settlement agreement. The approval of the settlement agreement allows the developer to retain ownership of the parcel and to continue to pursue the development of the property for the benefit of the Village.

Recommendation. Staff recommends approval of the attached resolution and settlement agreement with Kane County.

No. 13 -

**A RESOLUTION
APPROVING A CERTAIN SETTLEMENT AGREEMENT AND MUTUAL
RELEASE OF ALL CLAIMS WITH KANE COUNTY, AND OTHERS, IN REGARD
TO UNPAID, DELINQUENT AD VALOREM AND SPECIAL TAXES ARISING OUT
OF A PORTION OF THE TUSCANY WOODS SUBDIVISION IN THE VILLAGE**

WHEREAS, certain of the ad valorem and special real estate taxes previously levied on that portion of the territory located outside of the area platted as Unit 1 within the Tuscany Woods Subdivision in the Village have gone unpaid and remain delinquent; and

WHEREAS, both the County of Kane and the Village, acting on behalf of Amalgamated Bank of Chicago, the Trustee for Village of Hampshire Special Service Area #13 and the bondholders holding Special Service Area #13 Special Bonds, Series 2007, have taken steps to collect the unpaid, delinquent ad valorem and special taxes; and

WHEREAS, certain penalties have accumulated in regard to said unpaid, delinquent ad valorem and special taxes; and

WHEREAS, in order to facilitate the collection of the unpaid, delinquent ad valorem real estate taxes, the County, the Village, the property owner, and the Trustee, acting at the direction of said bondholders, have negotiated and agreed upon a proposal for payment of the unpaid, delinquent ad valorem taxes, together with the accumulated penalties thereon, and a portion of the penalties which have accrued on the unpaid, delinquent special taxes for that portion of Special Service Area #13 in the Village; and

WHEREAS, the Corporate Authorities believe it to be in the best interests of the Village at this time to enter into a written agreement with the County of Kane to resolve all disputes over the collection of said unpaid, delinquent ad valorem and special taxes, and accumulated penalties thereon, for the portion of the Tuscany Woods Subdivision lying outside of the area previously platted as Unit 1 thereof.

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

Section 1. The Village of Hampshire shall enter into a certain Settlement Agreement and Mutual Release of All Claims with the County of Kane, together with both Amalgamated Bank of Chicago, as Trustee for Village of Hampshire Special Service Area #13, and PHI-Hampshire, Inc. as owner of the land affected by said settlement; which Settlement Agreement is attached hereto and incorporated herein by this reference as Exhibit "A."

Section 2. The Village President shall be and hereby is authorized to execute and deliver, and the Village Clerk to attest, said Agreement on behalf of the Village upon receipt of a signature version of same executed by both Amalgamated Bank and PHI-Hampshire, and to deliver a fully executed original to the County of Kane thereafter.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 17th day of October, 2013.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this 17th day of October, 2013.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

SETTLEMENT AGREEMENT AND MUTUAL RELEASES

This Agreement is made this ____ day of _____, 2013, by and between the following:

- A. Village of Hampshire, an Illinois Municipal Corporation, 234 South State Street, Hampshire, Illinois, (the "Village")
- B. PHI-Hampshire, Inc., 535 Plainfield Road, Suite B, Willowbrook, Illinois, 60537, the owner of the Tax Parcels identified herein (and successor to HPI-Hampshire, LLC);
- C. HPI-Hampshire, LLC, former owner of the Tax Parcels identified herein;
- D. The County of Kane, with its principal offices at 719 South Batavia Avenue, Geneva, Illinois 60134 (the "County").

All of these entities together are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS in 2007, the Village of Hampshire formed Special Service Area #13 in the Village, coterminous with the Tuscany Woods Subdivision in the Village;

WHEREAS, thereafter, the Village authorized the issuance of certain bonds, to wit: Special Service Area #13 Bonds, Series 2007 in the amount to \$12,000,000, by its Ordinance No. 07-24, to finance construction of certain public improvements in said Subdivision (the "Series 2007 Bonds"); and

WHEREAS, in order to fund payment of debt service on the bonds so issued, the Village has from time to time levied certain special taxes on the property located within said Special Service Area and Subdivision;

WHEREAS, the Village also entered into a certain inter-governmental agreement with the County of Kane, dated April 5, 2007, for billing and collection of special taxes levied on and to be collected from Special Service Area #13 (the "Inter-Governmental Agreement"); and

WHEREAS, the following tax parcels constitute a portion of the territory comprising the Tuscany Woods Subdivision and Special Service Area #13 (the "Tax Parcels"):

01-23-300-006	01-23-400-007	01-26-100-015
01-26-100-016	01-26-200-013	01-26-300-004
01-26-100-009		

WHEREAS, the developer of said Subdivision has ceased operations and abandoned development of the Subdivision; and

WHEREAS, thereafter, the ad valorem real estate taxes and the special taxes due and owing for the Tax Parcels for 2009, payable in 2010, were not paid and became delinquent; and

WHEREAS, because of said delinquency, the Tax Parcels, in regard to the then delinquent ad valorem real estate taxes and the special taxes ,were in October 2010 subjected to the tax sale process utilized from year to year by the County of Kane for enforcement of the lien of taxes; and

WHEREAS, Joseph E. Meyers & Associates acts as agent for the County in relation to matters pertaining to the annual tax sale process; and is for such purposes designated as the "Kane Trustee"; and

WHEREAS, at the tax sale, no outside party bid on payment of such delinquent taxes in relation to the Tax Parcels, and by default the Kane Trustee bid on the Tax Parcels in relation thereto, and the Kane County Treasurer issued a Certificate of Purchase to the Kane Trustee for each of the Tax Parcels; and

WHEREAS, thereafter, the ad valorem real estate taxes and the special taxes for 2010 (payable in 2011), and for 2011 (payable in 2012), and for 2102 (payable in 2013) also were not timely paid by the owner of the Tax Parcels, and the Tax Parcels were again subjected to the tax sale process thereafter; and

WHEREAS, the Village has filed a Complaint for foreclosure of the lien of taxes due and owing in relation to the Tax Parcels, under the style, Village of Hampshire v. PHI-Hampshire, Inc., HPI-Hampshire, LLC, Kane Trustee, U.S. Bank National Bank Association, Unknown Owners, and Non-Record Claimants, Case No. 11 CH 0863 (the "Tax Foreclosure Case"), which action remains pending in the Circuit Court of Kane County; and

WHEREAS, the Kane Trustee currently holds the Certificates of Purchase in regard to the Tax Parcels, as agent for the County of Kane and as trustee for the various taxing districts having an interest in the property's taxes; and

WHEREAS, pursuant to Section 21-90 of the Illinois Revenue Code, 35 ILCS 200/21-90, the County may after tax sale sell or assign to any party, including any taxing district, the certificate of purchase relating to the Tax Parcels, or any of them; and

WHEREAS, the Village of Hampshire is a taxing district located in Kane County, Illinois and has an interest in the taxes due and owing in relation to the Tax Parcels; and

WHEREAS, a dispute has arisen between the Village and the County in relation to the priority claimed by each of them in regard to the right of each to subject the Tax Parcels to sale in order to satisfy the lien of taxes described in said Complaint; and

WHEREAS, the Village has made an offer to the County for resolution and settlement of the unpaid and delinquent taxes, together with the penalties which have accrued on the ad valorem and special taxes, due and owing in relation to the Tax Parcels, and for assignment of the Certificates of Purchase relating to the Tax Parcels; and

WHEREAS, after due consideration, the County has determined to accept said settlement; and

WHEREAS, the proceeds of any sale or assignment of a certificates of purchase resulting from any tax sale shall be distributed to the taxing districts in proportion to their respective interests therein, less any costs of the county incurred in the acquisition and sale or assignment of the property, in accordance with Section 21-90 of the Illinois Revenue Code, 35 ILCS 200/21-90; and

WHEREAS, the Parties desire to fully resolve their disputes and to memorialize their agreement in this written document.

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. Payment to County. On or before the date set out in Paragraph 21 below, the Village shall pay to the County an amount equal to \$250,000.00, to be applied as set out below in this Settlement Agreement.
2. Assignment and Delivery of Certificates of Sale to Village. As a condition of such payment, the County shall assign, or shall cause its agent, the Kane Trustee, to assign and deliver to the Village of Hampshire any and all Certificates of Purchase currently held by said Trustee, and dating from the annual Kane County Tax Sale conducted October 25, 2010, and for any and all tax sales occurring thereafter, and relating to each of the Tax Parcels.
3. Disbursement of Payment. The funds paid by the Village to the County pursuant to Paragraph 1 above shall be applied as follows:
 - a. First, to the costs incurred by the County in regard to the annual tax sale for the 2009 taxes (payable in 2010); the 2010 taxes (payable in 2011) and the 2011 taxes (payable in 2012);
 - b. Second, to the amount of unpaid and delinquent ad valorem real estate taxes levied on the Tax Parcels; and
 - c. Third, to the penalties which have accrued in relation to the unpaid and delinquent ad valorem real estate taxes levied on the Tax Parcels;
 - d. Last, to the penalties which have accrued on the unpaid and delinquent special taxes levied on the Tax Parcels.
4. Distribution of Ad Valorem Real Estate Taxes. The total of unpaid and delinquent ad valorem real estate taxes included in the payment described herein shall be distributed to the respective taxing districts having an interest in the ad valorem real estate taxes due and owing in relation to the Tax Parcels.

5. Distribution of Costs and Penalties. The total of costs and penalties included in the payment described herein shall be paid to the County, without objection from any of the other Parties.

6. Special Taxes. The parties hereto acknowledge and agree that no amount is included in the payment to the County for the special taxes levied on the Tax Parcels by the Village of Hampshire in relation to Village of Hampshire Special Service Area Number 13, which taxes were levied for, and must otherwise be utilized by the Village for, debt service on the Series 2007 Bonds; specifically, the Village has entered into a certain Settlement Agreement with PHI-Hampshire, Inc., and US Bank and others in relation thereto, such that the bonds in relation to the Tax Parcels shall be redeemed, and no funds are required for such debt services. Accordingly, the Village waives and will forego payment of said special taxes.

7. 2012 Ad Valorem Real Estate Taxes. The parties acknowledge and agree that the 2012 ad valorem real estate taxes and special taxes levied on the Tax Parcels have not been paid to date. The first installment is to be paid from the proceeds of this settlement; and the owners of the Tax Parcels shall be responsible to pay the second installment of ad valorem real estate taxes in respect thereto. The special taxes due in respect of the Tax Parcels are waived pursuant to Paragraph 6 above. Finally, as to ad valorem taxes and special taxes, the Tax Parcels shall not be subjected to the annual tax sale to be conducted by the County in October, 2013, and shall be withheld therefrom.

8. Release by Kane County. In consideration of payment of the sum described in Paragraph 1 above, and the promises and covenants herein contained, and except with respect to the specific obligations created under the terms of this Agreement, effective on the Closing Date, Kane County shall and hereby does release, exonerate, and forever discharge the Village, PHI-Hampshire, Inc., and HPI-Hampshire, LLC, and each of them, together with their respective officers, directors, employees, servants, representatives, agents, attorneys, members, shareholders, subsidiaries, successors and assigns, from any and all claims, debts, liabilities, obligations, damages, actions and causes of action of whatever nature, whether now known or unknown, suspected or unsuspected, arising out of or related to the payment of ad valorem real estate taxes and/or special taxes due in relation to any of the Tax Parcels, and shall and does hereby release the lien of taxes on the Tax Parcels, and each of them, through the first installment of such ad valorem real estate taxes, and special taxes, due for tax year 2012 (payable on June 1, 2013), and/or any other claim set forth herein or related thereto.

9. Release by the Village. In consideration of the promises and covenants herein contained, and except with respect to the specific obligations created under the terms of this Agreement, effective on the Closing Date, the Village shall and hereby does release, exonerate, and forever discharge Kane County together with its respective officers, directors, employees, servants, representatives, agents, including Joseph E. Meyer & Associates, Inc. acting as the Kane Trustee, attorneys, successors and assigns, from any and all claims, debts, liabilities, obligations, damages, actions and causes of action of whatever nature, whether now known or unknown, suspected or unsuspected, arising out of or related to the ad valorem real estate taxes, and/or special taxes, due in relation to any of the Tax Parcels, and any other claim set forth herein or related thereto.

10. Release by PHI-Hampshire and HPI-Hampshire. In consideration of the promises and covenants herein contained, and except with respect to the specific obligations created under the terms of this Agreement, effective on the Closing Date, PHI-Hampshire, Inc. and HPI-Hampshire, LLC, shall and hereby does release, exonerate, and forever discharge Kane County together with its respective officers, directors, employees, servants, representatives, agents, including Joseph E. Meyer & Associates, Inc. acting as the Kane Trustee, attorneys, successors and assigns, from any and all claims, debts, liabilities, obligations, damages, actions and causes of action of whatever nature, whether now known or unknown, suspected or unsuspected, arising out of or related to the ad valorem real estate taxes, and/or special taxes, due in relation to any of the Tax Parcels, and any other claim set forth herein or related thereto.

11. Modification of Inter-Governmental Agreement. The Inter-Governmental Agreement shall be and is modified to exclude therefrom the Tax Parcels, and each of them, for purposes of future taxation in said Special Service Area. The parties acknowledge and agree that the Village intends to file and conclude an action to disconnect said parcels from Special Service Area #13; and that no special taxes are due or will become due from or in relation to the Tax Parcels after the Closing Date. Promptly after the Closing Date, a copy of this Settlement Agreement shall be delivered to the Kane County Clerk-Tax Extension Division, for its information and reference in regard to modification of said Inter-Governmental Agreement.

12. Order of Dismissal. The parties shall at the time of execution and delivery of this Settlement Agreement execute and deliver one to each other a Stipulation to Dismiss and Order of Dismissal, substantially in the form of Exhibit "A," attached hereto and incorporated herein by this reference, in relation to the Tax Foreclosure Case; and promptly after the Closing Date, the parties shall present said Stipulation and Order to the court, for dismissal of the Tax Foreclosure Case, each Party to bear its own costs and fees (including but not limited to attorney's fees). The Parties shall cooperate with each other for the entry of such Stipulation and Order.

13. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

14. Attorneys' Fees. In the event that any action, suit, or other proceeding is instituted to remedy, prevent, or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, the prevailing party shall recover all of such party's reasonable attorneys' fees incurred in each and every such action, suit, or other proceeding, including any and all appeals or petitions therefrom.

15. Entire Agreement. This Agreement constitutes a single integrated written contract expressing the entire Agreement of the Parties hereto relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth in this Agreement. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement. This document has resulted from the discussions and negotiations of the parties, and no part of the agreement shall be construed against any party for the sole reason that one or another might be deemed to be the "author" or "preparer" of this document.

16. Modification and Amendment. This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties hereto.

17. Authority. Each of the persons signing below covenants and warrants that he/she has been duly authorized to take such action on behalf of the party for which he/she has signed and delivered this Agreement.

18. Counterparts of Agreement. This Settlement Agreement may be executed and delivered in counterparts, each of which shall be deemed an original of said agreement.

19. Closing Date. The date for payment to the County shall be such date when all matters appurtenant to the settlement among the Village, the landowners, and the Bond Trustee shall have been concluded (the "Closing Date"), and which shall include at least the following:

- i. Amendments to the original Development Agreement for Unit 1 and for Unit 2 of Tuscany Woods Subdivision, respectively, shall have been concluded.
- ii. A Disbursement Request to Amalgamated Bank as trustee for Special Service Area #13 shall have been approved by the Village and submitted to said Trustee;
- iii. An order shall have been entered in Case No. 2008 CH 5488 permitting the disbursement of funds by the Trustee from the Special Service Area #13 Improvement Fund;
- iv. The Village shall have approved irrevocable instructions to the Trustee to redeem the Bonds which are to be redeemed in accordance with the Settlement Agreement among the Village, landowners and the Bond Trustee;
- v. The Village and the Trustee shall have entered into an amendment or supplement to the Trust Indenture effecting any modifications required for the Redemption;
- vi. A court order approving a Petition for Disconnection of certain territory from Special Service Area #13 shall have been entered by the Court;
- vii. The Stipulations for Dismissal of the Case No. 2008 CH 5488, and Case No. 2008 CH 3510, together with the suit described in Paragraph 9 above shall have been executed and delivered by the parties identified thereon; and
- viii. Funds necessary to pay all agreed disbursements, including the payment to the County described herein shall have been deposited into an appropriate escrow account established by and for the benefit of the Village, the landowners, and the Bond Trustee.

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

IN WITNESS WHEREOF, the undersigned have executed and delivered this Settlement Agreement at Geneva, Illinois on the day and year first above written.

VILLAGE OF HAMPSHIRE

By: _____
Jeffrey R. Magnussen
Village President

COUNTY OF KANE

BY: _____
Christopher Lauzen
County Board Chair

PHI-HAMPSHIRE, INC.

BY: _____
Its

HPI-HAMPSHIRE, LLC

BY: _____
Its Member / Manager

EXHIBIT A

STIPULATION AND ORDER TO DISMISS

IN THE CIRCUIT COURT FOR THE 16th JUDICIAL CIRCUIT
KANE COUNTY, ILLINOIS

VILLAGE OF HAMPSHIRE, an Illinois)	Gen. No. 11 CH K 0863
Municipal Corporation,)	
)	
Plaintiff,)	
)	
v.)	
)	
PHI - HAMPSHIRE, INC, an Illinois)	
Corporation; HPI – HAMPSHIRE, LLC;)	
KANE TRUSTEE; US BANK NATIONAL)	
BANK ASSOCIATION; UNKNOWN)	
OWNERS; AND NON-RECORD)	
CLAIMANTS,)	
)	
Defendants.)	

STIPULATION TO DISMISS

It is hereby stipulated and agreed by and between the parties to the above-entitled action, by their respective attorneys, that said action be dismissed with prejudice, and without costs awarded to any party, all costs having been fully paid, and all matters in controversy for which said action was brought having been fully settled and compromised.

VILLAGE OF HAMPSHIRE

PHI-HAMPSHIRE, INC.

By: _____

By: _____

US BANK

COUNTY OF KANE

By: _____

By: _____

ORDER

On the stipulation of the parties hereto, as set forth above, this cause shall be and hereby is dismissed with prejudice, and without costs to any party.


The court shall and does retain jurisdiction of this cause for purpose of enforcing the Settlement Agreement and Mutual Release, by and among the parties hereto, dated _____, 2013.

DATE

JUDGE

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Doug Maxeiner, Village Administrator 

FOR: October 17, 2013 Village Board Meeting

RE: An Ordinance Amending the Insurance Requirements of the Village Liquor Regulations

Background. Currently, the Village Code includes a specific dollar amount of dramshop insurance limits that must be carried by holders of liquor licenses in the Village. These specific limits previously matched the language of the State Liquor Control Act. However, the General Assembly recently updated the Act to provide for an annual adjustment of the limits based upon the Consumer Price Index. As such, the Village's ordinances need to be amended to correspond to the State Liquor Control Act.

Analysis. Attorney Schuster has prepared an ordinance that references the State Liquor Control Act rather than specifying a particular dollar amount required for insurance limits. Consequently, any adjustment in the State Liquor Control Act is covered by the reference within the local ordinance.

Recommendation. Staff recommends approval of the attached ordinance amending the insurance requirements of the Village liquor regulations.

No. 13 - ____

**AN ORDINANCE
AMENDING THE INSURANCE REQUIREMENTS OF THE
VILLAGE LIQUOR REGULATIONS**

WHEREAS, the Village has previously established certain requirements for insurance for all persons licensed to sell alcoholic liquor within the Village; and

WHEREAS, the Illinois General Assembly has modified the Illinois Liquor Control Act of 1934 to require insurance at certain levels, and further, provides that the amounts of insurance shall be modified annually in accordance with the Consumer Price Index for the preceding twelve (12) month calendar year; and

WHEREAS, the Corporate Authorities deem it advisable to amend the Village Code to make it consistent with requirements of the Illinois Liquor Control Act of 1934, in regard to the amount of insurance required of those persons licensed to sell alcoholic liquor within the Village.

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

Section 1. The Hampshire Municipal Code of 1985, as amended, shall be and hereby is further amended to modify the amount of insurance required for person's licenses to sell alcoholic liquor within the Village, in words and figures as follows:

CHAPTER 3 LIQUOR REGULATIONS
ARTICLE 1 ALCOHOLIC LIQUOR REGULATIONS
SECTION 3-1-21 INSURANCE

All persons licensed to sell alcoholic liquor within the Village under the provisions of this Article shall carry Dram Shop Insurance with limits of coverage not less than those provided from time to time by the Illinois General Assembly, in the Illinois Liquor Control Act of 1934, 235 ILCS 5/1-1 et seq., for any loss of means of support or loss of society, for property damage, and for bodily injury or death for each person incurring such damages. Evidence of such Dram Shop Insurance shall be filed with the Village Clerk, together with a receipt for the payment of the premium(s) thereon, before any license shall be issued hereunder; and furthermore, said licensee shall be required to notify the Village in writing in the event of the cancellation of said insurance coverage, for any reason whatsoever, within ten (10) days of said cancellation.

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

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

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

ADOPTED THIS ____ DAY OF _____, 2013, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS _____ DAY OF _____, 2013.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

3-1-21: INSURANCE:

All persons licensed to sell alcoholic liquor within the village under the provisions of this article shall carry dramshop insurance with limits of coverage not less than fifty thousand dollars (\$50,000.00) for each loss of means of support, and one hundred thousand dollars (\$100,000.00) for each occurrence (for loss of means and support); fifty thousand dollars (\$50,000.00) per person; one hundred thousand dollars (\$100,000.00) per occurrence for bodily injury; and fifty thousand dollars (\$50,000.00) for property damage per occurrence; and evidence of such dramshop insurance shall be filed with the village clerk, together with a receipt for the payment of the premiums thereon before any license shall be issued hereunder; and furthermore, said licensee shall be required to notify the village in writing in the event of the cancellation of said insurance coverage, for any reason whatsoever, within ten (10) days of said cancellation. (Ord. 97-30, 9-18-1997)

CURRENT LANGUAGE
IN VILLAGE CODE

VILLAGE OF HAMPSHIRE

Accounts Payable

October 17, 2013

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

Total: \$325,021.81

To be paid on or before
Oct 23, 2013

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

DATE: 10/15/13
 TIME: 13:22:36
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VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 10/15/2013

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

ALGR	ALPHA GRAPHICS						
15013	10/15/13	01	INV#15013	01-001-003-4650		10/15/13	30.00
				OFFICE SUPPLIES			
						INVOICE TOTAL:	30.00
						VENDOR TOTAL:	30.00
ANVE	ANTHONY VENETUCCI						
13286	10/08/13	01	REFUND FROM BP 13-230	01-001-002-4390		10/08/13	42.00
				BLDG.INSP.SERVICES			
						INVOICE TOTAL:	42.00
						VENDOR TOTAL:	42.00
ASPC	AALLIED ASPHALT PAVING COMPANY						
177996	10/08/13	01	INV#177996	01-003-002-4130		10/08/13	208.50
				MAINTENANCE - STREETS			
						INVOICE TOTAL:	208.50
						VENDOR TOTAL:	208.50
B&F	B&F CONSTRUCTION CODE SERVICES						
38053	10/08/13	01	INV#38053	01-001-002-4390		10/08/13	3,399.40
				BLDG.INSP.SERVICES			
						INVOICE TOTAL:	3,399.40
						VENDOR TOTAL:	3,399.40
BLCR	HEALTH CARE SERVICES						
NOV 2013	09/25/13	01	ADM MED	01-001-001-4031		09/25/13	466.00
				EMPLOYER HEALTH INS.			
		02	PD MED	01-002-001-4031			14,225.45
				EMPLOYER HEALTH INS.			
		03	PD DEN	01-002-001-4033			1,122.46
				EMPLOYER DENTAL INS.			

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VILLAGE OF HAMPSHIRE
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BLCR	HEALTH CARE SERVICES						
NOV 2013	09/25/13	04	STR MED	01-003-001-4031		09/25/13	5,411.47
				EMPLOYER HEALTH INS.			
		05	STR DEN	01-003-001-4033			315.29
				EMPLOYER DENTAL INS.			
		06	WTR MED	30-001-001-4031			958.61
				EMPLOYER HEALTH INS			
		07	SWR MED	31-001-001-4031			2,789.01
				EMPLOYER HEALTH INS			
		08	SWR DEN	31-001-001-4033			121.51
				EMPLOYER DENTAL INS			
						INVOICE TOTAL:	25,409.80
						VENDOR TOTAL:	25,409.80
BUBR	BUCK BROTHERS, INC.						
01 3338326	10/08/13	01	INV#01 338326	01-003-002-4120		10/08/13	583.55
				MAINTENANCE - EQUIP.			
						INVOICE TOTAL:	583.55
						VENDOR TOTAL:	583.55
CASTI	CAROL STIEGMAN						
101513	10/15/13	01	FINE PRINT 7 SOFTWARE	01-001-003-4650		10/15/13	57.44
				OFFICE SUPPLIES			
						INVOICE TOTAL:	57.44
						VENDOR TOTAL:	57.44
CDSL P	CDS LEASING A PROGRAM OF DE						
19760227	10/08/13	01	INV#19760227	01-002-002-4280		10/08/13	387.62
				RENTALS			
						INVOICE TOTAL:	387.62
						VENDOR TOTAL:	387.62
CHJO	CHERYL JOHNSON						

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VILLAGE OF HAMPSHIRE
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CHJO	CHERYL JOHNSON						
0003	10/08/13	01	INV#0003	01-001-002-4100 MAINTENANCE - BLDG.		10/08/13	100.00
						INVOICE TOTAL:	100.00
						VENDOR TOTAL:	100.00
COED	COMMONWEALTH EDISON						
101413	10/14/13	01	ACCT#2875168033	01-003-002-4260 STREET LIGHTING		10/14/13	32.61
		02	ACCT#2539042023	01-003-002-4260 STREET LIGHTING			7.82
						INVOICE TOTAL:	40.43
						VENDOR TOTAL:	40.43
CUBE	CULLIGAN OF BELVIDERE						
252785	09/25/13	01	ACCT#93732	01-003-002-4280 RENTALS		09/25/13	14.75
		02	ACCT#93732	30-001-002-4280 RENTAL SERVICE			3.00
		03	ACCT#93732	31-001-002-4280 RENTAL SERVICES			13.80
						INVOICE TOTAL:	31.55
252787	09/25/13	01	ACCT#104711	01-002-002-4280 RENTALS		09/25/13	17.50
						INVOICE TOTAL:	17.50
253120	09/25/13	01	ACCT#85662	01-001-002-4280 RENTAL - CARPET-WATER COOL		09/25/13	17.50
						INVOICE TOTAL:	17.50
253124	09/25/13	01	ACCT#93732	01-003-002-4280 RENTALS		09/25/13	10.00

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VILLAGE OF HAMPSHIRE
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CUBE	CULLIGAN OF BELVIDERE						
253124	09/25/13	02	ACCT#93732	30-001-002-4280		09/25/13	2.50
				RENTAL SERVICE			
		03	ACCT#93732	31-001-002-4280			5.00
				RENTAL SERVICES			
						INVOICE TOTAL:	17.50
253126	09/25/13	01	ACCT#104711	01-002-002-4280		09/25/13	25.25
				RENTALS			
						INVOICE TOTAL:	25.25
SEPT 2013	10/08/13	01	ACCT#93740	01-003-002-4280		10/08/13	8.00
				RENTALS			
		02	ACCT#85662	01-001-002-4280			10.00
				RENTAL - CARPET-WATER COOL			
		03	ACCT#104711	01-002-002-4280			17.00
				RENTALS			
		04	ACCT#93732	30-001-002-4280			5.00
				RENTAL SERVICE			
		05	ACCT#93732	31-001-002-4280			5.00
				RENTAL SERVICES			
						INVOICE TOTAL:	45.00
						VENDOR TOTAL:	154.30
EEI	ENGINEERING ENTERPRISES						
OCT 2013	10/15/13	01	HA0757 INV#53236	31-001-002-4360		10/15/13	511.00
				ENGINEERING SERVICES			
		02	HA0828 INV#53237	70-003-006-4371			720.20
				KEYES AVENUE RECONSTRUCTIO			
		03	HA1026 INV#53249	01-001-002-4361			1,200.00
				ENGINEERING SERVICES - REI			
		04	HA1035 INV#53238	31-001-002-4360			626.00
				ENGINEERING SERVICES			
		05	HA1124 INV#53239	01-001-002-4360			146.00
				ENGINEERING SERVICES - VIL			

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EEI ENGINEERING ENTERPRISES							
OCT 2013	10/15/13	06	HA1125 INV#53240	70-003-006-4371		10/15/13	4,765.75
		07	HA1210 INV#53241	KEYES AVENUE RECONSTRUCTIO 01-000-000-2112			684.00
		08	HA1300 INV#53242	SECURITY DEP. AMG HOMES 01-001-002-4360			438.00
		09	HA1303 INV#53243	ENGINEERING SERVICES - VIL 31-001-002-4360			165.50
		10	HA1305 INV#53244	ENGINEERING SERVICES 01-001-002-4360			355.50
		11	HA1307 INV#53245	ENGINEERING SERVICES - VIL 01-001-002-4360			218.75
		12	HA1311 INV#53246	ENGINEERING SERVICES - VIL 01-001-002-4360			1,999.66
		13	HA1313 INV#53247	ENGINEERING SERVICES - VIL 01-001-002-4360			114.00
		14	HA1314 INV#53248	ENGINEERING SERVICES - VIL 01-001-002-4361			749.50
				ENGINEERING SERVICES - REI			
						INVOICE TOTAL:	12,693.86
						VENDOR TOTAL:	12,693.86
HAAUPA HAMPSHIRE AUTO PARTS							
323343	09/25/13	01	INV#323343	01-003-003-4670		09/25/13	24.75
				MAINTENANCE SUPPLIES			
						INVOICE TOTAL:	24.75
324493	09/25/13	01	INV#324493	01-002-002-4100		09/25/13	7.34
				MAINTENANCE - BLDG			
						INVOICE TOTAL:	7.34
325365	10/08/13	01	INV#325365	01-003-003-4670		10/08/13	13.87
				MAINTENANCE SUPPLIES			
						INVOICE TOTAL:	13.87

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HAAUPA HAMPSHIRE AUTO PARTS							
325366	10/08/13	01	INV#325366	01-003-003-4670		10/08/13	-11.80
				MAINTENANCE SUPPLIES			
						INVOICE TOTAL:	-11.80
325715	10/08/13	01	INV#325715	01-002-002-4110		10/08/13	22.14
				MAINTENANCE - VEHL.			
						INVOICE TOTAL:	22.14
						VENDOR TOTAL:	56.30
HDSUWA HD SUPPLY WATERWORKS LTD							
B530883	10/08/13	01	INV#B530883	30-001-003-4670		10/08/13	46.63
				MAINTENANCE SUPPLIES			
						INVOICE TOTAL:	46.63
B583622	10/14/13	01	INV#B583622	30-001-005-4960		10/14/13	934.06
				METERS/EQUIPMENTS			
						INVOICE TOTAL:	934.06
						VENDOR TOTAL:	980.69
HYAIIN HYDRO AIRE INC							
7677	10/08/13	01	INV#7677	32-003-006-4375		10/08/13	1,114.00
				RAW SEWAGE PUMP - WWTP			
		02	INV#7677	32-003-006-4385			1,114.00
				BRIER HILL LIFT STATION RE			
						INVOICE TOTAL:	2,228.00
7678	10/08/13	01	INV#7678	32-003-006-4375		10/08/13	9,084.00
				RAW SEWAGE PUMP - WWTP			
						INVOICE TOTAL:	9,084.00
7679	10/08/13	01	INV#7679	32-003-006-4385		10/08/13	15,540.00
				BRIER HILL LIFT STATION RE			
						INVOICE TOTAL:	15,540.00
						VENDOR TOTAL:	26,852.00

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VILLAGE OF HAMPSHIRE
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IEPAFISC ILLINOIS ENVIRONMENTAL							
NOV 2013	10/09/13	01	INTEREST FOR NOV 2013	31-001-004-4792		10/09/13	31,541.54
				IEPA INTEREST			
		02	PRINCIPAL FOR NOV 2013	31-001-004-4793			98,008.40
				IEPA PRINCIPAL			
						INVOICE TOTAL:	129,549.94
						VENDOR TOTAL:	129,549.94
IPODBA IPO/DBA CARDUNAL OFFICE SUPPLY							
555239-0	10/08/13	01	INV#555239-0	01-001-003-4650		10/08/13	126.57
				OFFICE SUPPLIES			
						INVOICE TOTAL:	126.57
555242-0	10/08/13	01	INV#555242-0	01-001-003-4650		10/08/13	87.84
				OFFICE SUPPLIES			
						INVOICE TOTAL:	87.84
555310-0	10/15/13	01	INV#555310-0	01-001-003-4650		10/15/13	8.40
				OFFICE SUPPLIES			
						INVOICE TOTAL:	8.40
						VENDOR TOTAL:	222.81
JGUNIN J.G. UNIFORMS INC.							
31777	10/08/13	01	INV#31777	01-002-003-4690		10/08/13	154.73
				UNIFORMS			
						INVOICE TOTAL:	154.73
						VENDOR TOTAL:	154.73
JNCI JOHN NESS CONSTRUCTION INC							
1525	10/15/13	01	INV#1525	01-003-002-4130		10/15/13	685.00
				MAINTENANCE - STREETS			
						INVOICE TOTAL:	685.00
						VENDOR TOTAL:	685.00

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LENE LEXIS NEXIS RISK DATA							
1581041-20130930	10/09/13	01	ACCT#1581041	09-001-006-4800 EVIDENCE RELATED EXPENSE		10/09/13	4.65
						INVOICE TOTAL:	4.65
						VENDOR TOTAL:	4.65
MAFL MARATHON FLEET							
072607	10/08/13	01	INV#072607	30-001-003-4660 GASOLINE/OIL		10/08/13	114.75
						INVOICE TOTAL:	114.75
074501	09/25/13	01	INV#074501 CARD #31	01-003-003-4660 GASOLINE/OIL		09/25/13	106.30
						INVOICE TOTAL:	106.30
075620	09/25/13	01	INV#075620 CARD #21	31-001-003-4660 GASOLINE - OIL		09/25/13	111.75
						INVOICE TOTAL:	111.75
081923	09/25/13	01	INV#081923 CARD #11	30-001-003-4660 GASOLINE/OIL		09/25/13	114.50
						INVOICE TOTAL:	114.50
082105	09/25/13	01	INV#082105 CXARD #31	01-003-003-4660 GASOLINE/OIL		09/25/13	107.00
						INVOICE TOTAL:	107.00
094526	09/25/13	01	INV#094526 CARD #31	01-003-003-4660 GASOLINE/OIL		09/25/13	94.01
						INVOICE TOTAL:	94.01
094837	09/25/13	01	INV#094837 CARD #11	30-001-003-4660 GASOLINE/OIL		09/25/13	127.00
						INVOICE TOTAL:	127.00

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MAFL MARATHON FLEET							
114315	09/25/13	01	INV#114315 CARD #31	01-003-003-4660		09/25/13	16.77
				GASOLINE/OIL			
						INVOICE TOTAL:	16.77
130019	09/25/13	01	INV#130019 CARD #31	01-003-003-4660		09/25/13	92.75
				GASOLINE/OIL			
						INVOICE TOTAL:	92.75
140630	10/08/13	01	INV#140630	01-003-003-4660		10/08/13	55.01
				GASOLINE/OIL			
						INVOICE TOTAL:	55.01
34383468	10/14/13	01	ACCT#7560 113010-3	01-002-003-4660		10/14/13	1,855.12
				GASOLINE/OIL			
						INVOICE TOTAL:	1,855.12
						VENDOR TOTAL:	2,794.96
MARSCH MARK SCHUSTER P.C.							
OCT 2013	10/15/13	01	100.001 MISCELLANEOUS MATTERS	01-001-002-4370		10/15/13	1,079.15
		02	100.002 MEETING	01-001-002-4370			439.30
		03	100.007 PROSECUTION	01-001-002-4370			552.50
		04	100.102 PASQUINELLI-PHI-HAMP	01-001-002-4370			203.00
		05	100.140 TUSCANY WOODSS WORKOUT	01-001-002-4370			9,120.50
		06	100.143 TWH/UNIT 1	01-001-002-4371			2,253.80
		07	100.144 PHI/UNIT 2	01-001-002-4371			-3,321.30
		08	100.147 LILL WONDERS	01-001-002-4370			350.00
				LEGAL SERVICES - VILLAGE			
				LEGAL SERVICES - VILLAGE			
				LEGAL SERVICES - VILLAGE			
				LEGAL SERVICES - VILLAGE			
				LEGAL SERVICES - REIMB.			
				LEGAL SERVICES - REIMB.			
				LEGAL SERVICES - VILLAGE			
						INVOICE TOTAL:	10,676.95
						VENDOR TOTAL:	10,676.95

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NICOR	NICOR						
101413	10/14/13	01	ACCT#66-55-16-4647 5	31-001-002-4260		10/14/13	85.03
				UTILITIES			
						INVOICE TOTAL:	85.03
						VENDOR TOTAL:	85.03
NORAMESA	NORTH AMERICAN SALT CO						
71033958	10/15/13	01	INV#71033958	30-001-003-4680		10/15/13	2,896.90
				OPERATING SUPPLIES			
						INVOICE TOTAL:	2,896.90
						VENDOR TOTAL:	2,896.90
NOTILU	NORTHWESTERN TIRE & LUBE						
27417	10/15/13	01	INV#27417	31-001-002-4110		10/15/13	165.09
				MAINT. VEHICLES			
						INVOICE TOTAL:	165.09
						VENDOR TOTAL:	165.09
OFDE	OFFICE DEPOT						
678364511001	10/14/13	01	INV#678364511001	01-002-003-4670		10/14/13	66.45
				MAINTENANCE SUPPLIES			
						INVOICE TOTAL:	66.45
						VENDOR TOTAL:	66.45
PETPRO	PETERSEN FUELS INC.						
5489	09/25/13	01	TRAN 5489	52-001-002-4999		09/25/13	56.38
				SSA EXPENSES			
						INVOICE TOTAL:	56.38
5516	09/25/13	01	TRAN 5516	01-003-003-4660		09/25/13	108.01
				GASOLINE/OIL			
						INVOICE TOTAL:	108.01

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PETPRO	PETERSEN FUELS INC.						
5537	09/25/13	01	TRAN 5537	52-001-002-4999 SSA EXPENSES		09/25/13	37.84
						INVOICE TOTAL:	37.84
5538	09/25/13	01	TRAN 5538	01-003-003-4660 GASOLINE/OIL		09/25/13	1.60
						INVOICE TOTAL:	1.60
5539	09/25/13	01	TRAN 5539	01-003-003-4660 GASOLINE/OIL		09/25/13	105.00
						INVOICE TOTAL:	105.00
5547	09/25/13	01	TRAN 5547	01-003-003-4660 GASOLINE/OIL		09/25/13	76.00
						INVOICE TOTAL:	76.00
5560	09/25/13	01	TRAN 5560	01-003-003-4660 GASOLINE/OIL		09/25/13	127.00
						INVOICE TOTAL:	127.00
5626	09/25/13	01	TRAN 5626	52-001-002-4999 SSA EXPENSES		09/25/13	41.14
						INVOICE TOTAL:	41.14
5636	09/25/13	01	TRAN 5636	01-003-003-4660 GASOLINE/OIL		09/25/13	40.01
						INVOICE TOTAL:	40.01
5699	09/25/13	01	TRAN 5699	52-001-002-4999 SSA EXPENSES		09/25/13	34.14
						INVOICE TOTAL:	34.14
5700	09/25/13	01	TRAN 5700	01-003-003-4660 GASOLINE/OIL		09/25/13	36.25
						INVOICE TOTAL:	36.25

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PETPRO	PETERSEN FUELS INC.						
5777A	10/08/13	01	TRAN 5777	01-003-003-4660 GASOLINE/OIL		10/08/13	62.00
						INVOICE TOTAL:	62.00
5816	09/25/13	01	TRAN 5816	31-001-003-4660 GASOLINE - OIL		09/25/13	11.60
						INVOICE TOTAL:	11.60
5857	10/08/13	01	TRAN 5857	01-003-003-4660 GASOLINE/OIL		10/08/13	116.00
						INVOICE TOTAL:	116.00
5876	10/08/13	01	TRAN 5876	52-001-002-4999 SSA EXPENSES		10/08/13	35.01
						INVOICE TOTAL:	35.01
5877	10/08/13	01	TRAN 5877	52-001-002-4999 SSA EXPENSES		10/08/13	91.00
						INVOICE TOTAL:	91.00
5920	10/08/13	01	TRAN 5920	52-001-002-4999 SSA EXPENSES		10/08/13	36.00
						INVOICE TOTAL:	36.00
5925	10/08/13	01	TRAN 5925	31-001-003-4660 GASOLINE - OIL		10/08/13	27.00
						INVOICE TOTAL:	27.00
5931	10/08/13	01	TRAN 5931	01-003-003-4660 GASOLINE/OIL		10/08/13	108.82
						INVOICE TOTAL:	108.82
5995	10/08/13	01	TRAN 5995	01-003-003-4660 GASOLINE/OIL		10/08/13	54.00
						INVOICE TOTAL:	54.00

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PETPRO PETERSEN FUELS INC.							
OCT 2013	10/09/13	01	INV#960	01-003-003-4660		10/09/13	-4.06
				GASOLINE/OIL			
		02	INV#949	01-003-003-4660			-16.69
				GASOLINE/OIL			
		03	INV#937	01-003-003-4660			-7.77
				GASOLINE/OIL			
		04	INV#925	01-003-003-4660			-2.97
				GASOLINE/OIL			
		05	INV#924	01-003-003-4660			-4.54
				GASOLINE/OIL			
		06	INV#909	01-003-003-4660			-9.45
				GASOLINE/OIL			
		07	INV#910	01-003-003-4660			-25.35
				GASOLINE/OIL			
		08	INV#952	52-001-002-4999			-5.28
				SSA EXPENSES			
		09	INV#951	52-001-002-4999			-11.55
				SSA EXPENSES			
		10	INV#926	52-001-002-4999			-5.59
				SSA EXPENSES			
		11	INV#912	52-001-002-4999			-2.80
				SSA EXPENSES			
		12	INV#911	52-001-002-4999			-7.05
				SSA EXPENSES			
		13	INV#950	31-001-003-4660			-3.44
				GASOLINE - OIL			
		14	INV#938	31-001-003-4660			-1.48
				GASOLINE - OIL			
						INVOICE TOTAL:	-108.02
						VENDOR TOTAL:	1,096.78
PLCO PLOTE CONSTRUCTION INC.							
177707	10/15/13	01	ACCT#22082	01-003-002-4130		10/15/13	313.50
				MAINTENANCE - STREETS			
						INVOICE TOTAL:	313.50

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PLCO	PLOTE CONSTRUCTION INC.						
177996	10/15/13	01	ACCT#22082	01-003-002-4130		10/15/13	208.50
				MAINTENANCE - STREETS			
						INVOICE TOTAL:	208.50
						VENDOR TOTAL:	522.00
POPH	PURCHASE POWER						
21156238863	10/09/13	01	ACCT#8000-6090-0333-7198	01-002-002 4230		10/09/13	319.03
				COMMUNICATION SERVICES			
						INVOICE TOTAL:	319.03
						VENDOR TOTAL:	319.03
PROVEN	PROVENA						
116255	10/14/13	01	GUA: 116255	01-001-002-4210		10/14/13	345.00
				LIABILITY/WKRS COMP			
						INVOICE TOTAL:	345.00
796-53	10/08/13	01	INV#796-53 L.LYONS	01-001-002-4380		10/08/13	75.00
				OTHER PROF.SERVICES-VILLAG			
		02	INV#796-53 L.LEISEBERG	01-001-002-4380			140.75
				OTHER PROF.SERVICES-VILLAG			
						INVOICE TOTAL:	215.75
						VENDOR TOTAL:	560.75
RKQUSE	R.K. SERVICES INC.						
182	10/08/13	01	INV#182	01-002-002-4110		10/08/13	255.15
				MAINTENANCE - VEHL.			
						INVOICE TOTAL:	255.15
						VENDOR TOTAL:	255.15
RODB	ROGER & DONNA BURNIDGE						
NOV 2013	10/09/13	01	PD RENT FOR NOV 2013	01-002-002-4280		10/09/13	3,892.00
				RENTALS			
						INVOICE TOTAL:	3,892.00
						VENDOR TOTAL:	3,892.00

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SHIN SHERWIN INDUSTRIES, INC.							
SS052656	10/08/13	01	INV#SS052656	01-003-002-4130 MAINTENANCE - STREETS		10/08/13	1,716.39
						INVOICE TOTAL:	1,716.39
						VENDOR TOTAL:	1,716.39
SIEQ SUPER INDUSTRIAL EQUIPMENT CO							
R3372	10/15/13	01	ORDER #3372	31-001-002-4120 MAINT. EQUIP		10/15/13	59,051.00
						INVOICE TOTAL:	59,051.00
						VENDOR TOTAL:	59,051.00
SIUE SIUE							
1118 1121	10/08/13	01	CLASS A&B WTR OPERATION 1 & 2	31-001-002-4310 TRAINING		10/08/13	500.00
		02	CLASS A&B WTR OPERATION 1 & 2	30-001-002-4310 TRAINING			100.00
						INVOICE TOTAL:	600.00
						VENDOR TOTAL:	600.00
STAINS STANDARD INSURANCE COMPANY							
NOV 2013	09/25/13	01	ADM	01-001-001-4035 EMPLOYER LIFE INS.		09/25/13	51.39
		02	PD	01-002-001-4035 EMPLOYER LIFE INS.			86.14
		03	STR	01-003-001-4035 EMPLOYER LIFE INS.			31.32
		04	WTR	30-001-001-4035 EMPLOYER LIFE INS			15.66
		05	SWR	31-001-001-4035 EMPLOYER LIFE INS			15.66
						INVOICE TOTAL:	200.17
						VENDOR TOTAL:	200.17

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STAP	STAPLES ADVANTAGE						
8027250773	10/14/13	01	INV#8027250773	01-002-003-4650 OFFICE SUPPLIES		10/14/13	37.29
						INVOICE TOTAL:	37.29
						VENDOR TOTAL:	37.29
TRUG	TRUEGREEN #2749						
12634662	10/08/13	01	INV#12634662	52-001-002-4932 SSA#12		10/08/13	557.00
						INVOICE TOTAL:	557.00
12667301	10/08/13	01	INV#12667301	52-001-002-4926 SSA#6		10/08/13	358.00
						INVOICE TOTAL:	358.00
12667312	10/08/13	01	INV#12667312	52-001-002-4931 SSA#11		10/08/13	747.00
						INVOICE TOTAL:	747.00
12667769	10/08/13	01	INV#12667769	52-001-002-4920 SSA#2		10/08/13	61.00
						INVOICE TOTAL:	61.00
12667779	10/08/13	01	INV#12667779	52-001-002-4932 SSA#12		10/08/13	82.00
						INVOICE TOTAL:	82.00
12667794	10/08/13	01	INV#12667794	52-001-002-4928 SSA#8		10/08/13	62.35
						INVOICE TOTAL:	62.35
12667811	10/08/13	01	INV#12667811	52-001-002-4931 SSA#11		10/08/13	161.00
						INVOICE TOTAL:	161.00

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TRUG	TRUEGREEN	#2749					
12667834	10/08/13	01	INV#12667834	52-001-002-4931 SSA#11		10/08/13	220.00
						INVOICE TOTAL:	220.00
12667848	10/08/13	01	INV#12667848	52-001-002-4921 SSA#10		10/08/13	184.00
						INVOICE TOTAL:	184.00
12667865	10/08/13	01	INV#12667865	52-001-002-4920 SSA#2		10/08/13	180.00
						INVOICE TOTAL:	180.00
12667881	10/08/13	01	INV#12667881	52-001-002-4926 SSA#6		10/08/13	181.00
						INVOICE TOTAL:	181.00
12667897	10/08/13	01	INV#12667897	52-001-002-4923 SSA#3		10/08/13	50.00
						INVOICE TOTAL:	50.00
12667912	10/08/13	01	INV#12667912	52-001-002-4931 SSA#11		10/08/13	60.00
						INVOICE TOTAL:	60.00
12667922	10/08/13	01	INV#12667922	52-001-002-4931 SSA#11		10/08/13	68.00
						INVOICE TOTAL:	68.00
12667936	10/08/13	01	INV#12667936	52-001-002-4927 SSA#7		10/08/13	142.00
						INVOICE TOTAL:	142.00
12667959	10/08/13	01	INV#12667959	52-001-002-4928 SSA#8		10/08/13	82.00
						INVOICE TOTAL:	82.00

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TRUG	TRUEGREEN #2749						
12667979	10/08/13	01	INV#12667979	52-001-002-4926 SSA#6		10/08/13	541.00
						INVOICE TOTAL:	541.00
						VENDOR TOTAL:	3,736.35
UNLA	UNITED LABORATORIES INC.						
061618	10/08/13	01	ACCT#315328	31-001-003-4680 OPERATING SUPPLIES		10/08/13	369.81
						INVOICE TOTAL:	369.81
						VENDOR TOTAL:	369.81
UNRE	UNITED RENTALS						
114591256-001	10/15/13	01	INV#114591256-001	01-003-002-4130 MAINTENANCE - STREETS		10/15/13	160.35
						INVOICE TOTAL:	160.35
						VENDOR TOTAL:	160.35
VSP	VISION SERVICE PLAN (IL)						
NOV 2013	09/25/13	01	ADM	01-001-001-4037		09/25/13	5.39
		02	PD	01-002-001-4037			125.54
		03	STR	01-003-001-4037			51.34
		04	WTR	30-001-001-4037			5.39
		05	SWR	31-001-001-4037			22.88
				EMPLOYER VISION INS			
				EMPLOYER VISION INS			
						INVOICE TOTAL:	210.54
						VENDOR TOTAL:	210.54
WAMA	WASTE MANAGEMENT						

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WAMA	WASTE MANAGEMENT						
3398702-2011-0	10/08/13	01	ACCT#103-0003739-2011 5	29-001-002-4330 GARBAGE DISPOSAL		10/08/13	33,900.98
						INVOICE TOTAL:	33,900.98
						VENDOR TOTAL:	33,900.98
WSTS	WEST SIDE EXCHANGE						
R46863	10/08/13	01	ACCT#1000482999	01-003-003-4670 MAINTENANCE SUPPLIES		10/08/13	94.82
						INVOICE TOTAL:	94.82
						VENDOR TOTAL:	94.82
						TOTAL ALL INVOICES:	325,021.81