



Village of Hampshire
Village Board Meeting
Thursday, July 17, 2025 - 7:00 PM
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comments
5. A Motion to Approve the Meeting Minutes from June 26, 2025
6. Public Hearing
 - a. Public Hearing for the Proposed Expansion of Special Service Area #10 White Oaks Pond
7. Village Manager's Report
 - a. Ordinance Approving a Lease Agreement with Mediacom for the Property at 350 Mill Avenue
 - b. Resolution Approving a Contract with Midwest Fiber Networks in the Amount to Not Exceed \$48,320
 - c. Resolution Approving a Release of a Performance Guarantee Bond for the PetAg Project at 180 Ryan Drive
 - d. Resolution Approving the Purchase of a Forklift in the Amount of \$38,000
 - e. Motion to Approve Progress Payment to Lamp, Inc. in the Amount of \$642,774 for the Public Works Facility Project
8. Staff Reports
 - a. Building Report
 - b. Engineering Report
9. Accounts Payable
 - a. A Motion to Approve the July 17, 2025, Accounts Payable to Personnel
 - b. A Motion to Approve the July 17, 2025, Regular Accounts Payable
10. Village Board Committee Reports
 - a. Business Development Commission
11. New Business
12. Announcements
13. Executive Session
14. Adjournment

Public Comments: The Board will allow each person who is properly registered to speak a maximum time of five (5) minutes, provided the Village President may reduce the maximum time to three (3) minutes before public comments begin if more than five (5) persons have registered to speak. Public comment is meant to allow for expression of opinion on, or for inquiry regarding, public affairs but is not meant for debate with the Board or its members. Good order and proper decorum shall always be maintained.

Recording: Please note that all meetings held by videoconference may be recorded, and all recordings will be made public. While State Law does not require consent, by requesting an invitation, joining the meeting by link or streaming, all participants acknowledge and consent to their image and voice being recorded and made available for public viewing.

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



Village of Hampshire
Village Board Meeting Minutes
Thursday, June 26, 2025 - 7:00 PM
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

1. Call to Order

Village Clerk Karen Stuehler called to order the Village Board Meeting at 7:01 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday June 26, 2025.

2. Roll Call by Village Clerk, Karen Stuehler

Present: Trustee Fodor, Trustee Kelly, Trustee Koth, Trustee Pollastrini, Trustee Robinson.

Absent: Village President Michael J. Reid Jr., Trustee Jarnebro.

A Quorum was Established.

Others Present: Village Manager Jay Hedges, Village Clerk Karen Stuehler, Chief Pann, Assistant Village Manager for Development Mo Khan, Village Attorney Erik Stach, Finance Director Lori Lyons and Tim Paulson from EEI joined remotely.

Village Clerk, Karen Stuehler requested a motion to appoint Trustee Koth as President Pro Tem.

Trustee Kelly moved to appoint Trustee Koth as President Pro Tem.

Seconded by Trustee Robinson.

Roll Call Vote:

Ayes: Fodor, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro.

Abstain: None.

Motion Approved.

3. Pledge of Allegiance

Village President Pro Tem Toby Koth led the Pledge of Allegiance.

4. Public Comments.

Jim Meyer asked the Board to consider amending the Village Cod to allow gas powered Gold Carts and UTV's and Low Speed Vehicles.

5. **A Motion to Approve the Meeting Minutes for June 5, 2025.**

Trustee Pollastrini moved to approve the Meeting Minutes for June 5, 2025.

Seconded by: Trustee Kelly.

All Call Vote:

Ayes: Fodor, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro.

Abstain: None.

Motion Approved.

6. **Public Hearing**

- a. Public Hearing for the Proposed Establishment of Special Service Area #32 for the Old Dominion Project.

Trustee Pollastrini moved to Close Public Hearing for the Proposed Establishment of Special Service Area #32 for the Old Dominion Project.

Seconded by: Trustee Fodor.

Roll Call Vote:

Ayes: Fodor, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro.

Abstain: None.

Motion Approved.

- b. Public Hearing for the Proposed Establishment of Special Service Area #33 for the Road Ranger/ McDonald's Project.

Trustee Robinson moved to Close Public Hearing for the Proposed Establishment of Special Service Area #33 for the Road Ranger/ McDonald's Project.

Seconded by: Trustee Pollastrini.

Roll Call Vote:

Ayes: Fodor, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro.

Abstain: None

Motion Approved.

- c. Trustee Kelly moved to Close Public Hearing for the Proposed Establishment of Special Service Area #34 for the Arrowhead Business Park Project.

Seconded by: Trustee Robinson.

Roll Call Vote:

Ayes: Fodor, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro.

Abstain: None.

Motion Approved.

- 7. A Motion to Approve an Employment Contract with Douglas Pann for Chief of Police.

Trustee Robinson moved to Approve an Employment Contract with Douglas Pann for Chief of Police.

Seconded by: Trustee Pollastrini.

Roll Call Vote:

Ayes: Fodor, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro.

Abstain: None.

Motion Approved.

8. **Village Manager's Report**

- a. Lead Service Line Replacement Presentation

Mark Montgomery gave a presentation to the Board to update them on the lead service line progress. Questions were asked by the Board. With the information given the Board will reconvene and discuss actions at a later meeting.

- b. **A Motion to Approve Resolution 25-25 Approving a Professional Service Agreement with Engineering Enterprises, Inc. for Phase 3 Engineering Services for the Safe Routes to School Project in the Amount of \$47,468.00.**

Trustee Robinson moved to Approve Ordinance 25-25 Approving a Professional Service Agreement with Engineering Enterprises, Inc. for Phase 3 Engineering Services for the Safe Routes to School Project in the Amount of

\$47,468.00.

Seconded by: Trustee Pollastrini.

Roll Call Vote:

Ayes: Fodor, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro.

Abstain: None.

Motion Approved.

- c. **A Motion to Approve Resolution 25-26 Approving a joint Funding Agreement with the Illinois Department of Transportation for the Safe Routes to School Project.**

Trustee Kelly moved to Approve Ordinance 25-26 Approving a joint Funding Agreement with the Illinois Department of Transportation for the Safe Routes to School Project.

Seconded by: Trustee Fodor.

Roll Call Vote:

Ayes: Fodor, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro.

Abstain: None.

Motion Approved.

- d. **A Motion to Approve Resolution 25-27 Approving a Letter of Credit Reduction for the Tinajero Subdivision Project from \$610.812.31 to \$73,205.94.**

Trustee Robinson moved to Approve Ordinance 25-27 Approving a Letter of Credit Reduction for the Tinajero Subdivision Project from \$610.812.31 to \$73,205.94.

Seconded by: Trustee Fodor.

Roll Call Vote:

Ayes: Fodor, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro.

Abstain: None.

Motion Approved.

- e. Motion to Approve Progress Payment to Lamp, Inc. in the Amount of \$577,399 for the Public Works Facility Project.

Trustee Robinson moved to Approve Progress Payment to Lamp, Inc. in the Amount of \$577,399 for the Public Works Facility Project.

Seconded by: Trustee Kelly.

Roll Call Vote:

Ayes: Fodor, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro.

Abstain: None.

Motion Approved.

- f. Motion to Approve Payment #1 & #2 for the UV Replacement Project to Boller Construction Co. in the Amount of \$570, 692.14.

Trustee Fodor moved to Approve Payment #1 & #2 for the UV Replacement Project to Boller Construction Co. in the Amount of \$570, 692.14.

Seconded by: Trustee Robinson.

Roll Call Vote:

Ayes: Fodor, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro.

Abstain: None.

Motion Approved.

9. **Staff Reports**

- a. Police Report:

Trustee Pollastrini inquired about a car theft. Chief Pann stated it was a trailer at the truck stop which falls under the Car theft category.

Trustee Fodor inquired about Dispatch for Service. Chief Pann thought part of the increase was due to summer months. Also, if neighboring communities help Hampshire due to Hampshire already being on a call would be included in that number.

Trustee Pollastrini inquired about the Emergency Operation Plan. Chief Pann stated that they were waiting for new mandates.

b. Streets Report:

Trustee Koth reported that the hot box that was purchased by the village for asphalt repairs has saved the village a lot of money in waste of asphalt.

Lori Lyons reported that this is a year end report cash basis and there will be adjustments made.

10. **Accounts Payable**

a. **A Motion to Approve June 26, 2025 Accounts Payable to Personnel in the Amount of \$961.97.**

Trustee Robinson moved Approve June 26, 2025 Accounts Payable to Personnel in the amount of \$961.97.

Seconded by: Trustee Kelly.

Roll Call Vote:

Ayes: Fodor, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro.

Abstain: None.

Motion Approved.

b. **A Motion to Approve June 26, 2025, Regular Accounts Payable in the amount of \$849,076.65**

Trustee Kelly moved to Approve June 26, 2025, Regular Accounts Payable in the amount of \$849,076.65.

Seconded by: Trustee Robinson.

Roll Call Vote.

Ayes: Fodor, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro.

Abstain: None.

Motion Approved.

11. **Village Board Committee Reports**

a. Business Development Commission.

Mo Khan reported that there was a meeting two weeks ago and they discussed information for the Kane County Economic Strategic Plan. He also stated that the Village will be attending regular meetings with Kane County and be more vocal.

Mo Khan also stated that the BDC reiterated the need for a comprehensive plan.

12. New Business

Trustee Robinson inquired about pressure washing the water tower and if it was economically feasible to extend the life of the water of the water tower.

Trustee Koth inquired about a safety class for bike and scooter training for kids. It was asked if this was something that could be done. Village Manager Jay Hedges will investigate different possibilities and get back to the board.

Trustee Fodor asked about placing bat houses near the ponds to help control mosquitoes. This will be investigated to see if it would benefit the mosquito abatement program.

Trustee Kelly asked for an update on the special census. Lori Lyons reported that the census should begin on September 15, 2025. They are also looking to recruit full time employees for 4-6 weeks.

13. Announcement

Trustee Kelly wanted to thank the Hampshire Lions Club for bringing the circus to Hampshire. He felt it was a great community event and enjoyed by all that were able to attend.

Executive Session

None.

14. Adjournment

Trustee Kelly moved to adjourn at 8:32 p.m.

Seconded by: Trustee Fodor.

All Call Vote.

Ayes: Fodor, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro.

Abstain: None.

Motion Approved.

Meeting Video Available Online at www.hamsphireil.org



Village of Hampshire
234 S. State Street, Hampshire, IL 60140
Phone: 847-683-2181 www.hampshireil.org

Agenda Supplement

TO: President Reid; Board of Trustees
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Village Board Meeting on July 17, 2025
RE: Ordinance Approving a Lease Agreement with Mediacom for the Property at 350 Mill Avenue

Background: Mediacom has a utility shed located on the Village's wastewater treatment property at 350 Mill Avenue. The Village has had a lease agreement with Mediacom for this utility shed since at least 2006. The most recent lease agreement expired on March 31, 2025. Mediacom would like to extend the lease agreement for a period of ten (10) years to expire on March 31, 2035.

Analysis: The lease agreement will allow Mediacom to continue having the utility shed located on the Village's property. The lease agreement will also grant certain easements to Mediacom to access the utility shed as needed. Mediacom will pay a one-time renewal fee of \$750 once the lease agreement is approved and executed. Mediacom will also pay an annual rent; the rent schedule is provided on page 2 of the lease agreement.

Recommendation: Staff recommends that the Village Board consider an Ordinance Approving a Lease Agreement with Mediacom for the Property located at 350 Mill Ave.

Attachments:

1. Mediacom 350 Mill Ave. Lease Agreement

LEASE AGREEMENT

THIS AGREEMENT (“Agreement”) made this April 1, 2025, between the **Village of Hampshire, Illinois (“Lessor”)** and **Mediacom Illinois LLC**, a Delaware Limited Liability Company (“Lessee”).

WHEREAS, Lessee is authorized to construct and operate communications systems throughout the United States;

WHEREAS, Lessor controls and maintains the property located in Hampshire, IL as described in “Exhibit A” (“Property”); and

WHEREAS, Lessor desires to Lease the Property, as described in Exhibit A, to the Lessee; and

WHEREAS, Lessee desires to use the Leased Property for the purposes of constructing, operating, maintaining, repairing, replacing, relocating and removing equipment (the “Facilities”). Such Facilities may include, without limitation, earth stations, towers and buildings for the housing of electronic components and related appliances, appurtenances, and fixtures, whether above or below ground, with any necessary housing for same, which may be deemed by Lessee to be necessary or desirable in connection therewith. In no event may the Leased Property, or any part thereof, be used for any unlawful purpose.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, Lessee and Lessor, intending to be legally bound, mutually agree as follows:

1. **Term.** The term of this Agreement shall be for a period of 5 years beginning on April 1, 2025 (“Original Term”). This Agreement shall automatically renew for an additional 5 year term (“Renewal Term”) unless the Lessee gives written notice of its desire not to renew at least sixty (60) days prior to the expiration of the Original Term. After the Renewal Term, this Agreement shall continue for successive terms of one month each until either Lessor or Lessee terminates the lease by giving the other thirty (30) days written notice of an intention to terminate or a new lease agreement is executed. Notwithstanding the foregoing, Lessor and Lessee may terminate this Agreement at any time during the Original Term or any Renewal Term, by giving prior written notice of at least twelve (12) months. Should Lessee terminate this Agreement early, Lessee shall pay any owed rent due for the original term, including any rent that would have otherwise been due for any portion of the remainder of the lease term.
2. **Work Performed.** All work performed by Lessee shall be performed in a proper manner in accordance with industry standards, local codes and the approved specifications. Lessee agrees to repair and replace any damage to the Property resulting from the installation, operation or removal of the Facilities. Lessee shall observe all sanitary laws and regulations applicable to the Property.
3. **Indemnification.** Lessee agrees to indemnify and hold harmless the Lessor from any and all claims, demands, damages, actions, costs, including attorneys’ fees, and charges which the Lessor or the Lessee may have to pay by reason of injury to any person or property, loss of life or property resulting from the condition or use of the Property unless such injury or loss arises directly from the sole negligence of the Lessor, or any of its agencies, officers or employees, while acting within the scope of their employment.

Notwithstanding any other provision of this Agreement, neither party hereto shall be liable to the other of any special, indirect or consequential damages or lost profits to anyone arising out of this agreement or the performance or non-performance of any activity pursuant to this agreement even if such party has been informed of the possibility of such damages.

4. **A. Rent.** In consideration of the Agreement, Lessee shall pay to the Lessor the yearly sum of \$4,916.05, payable annually. Rent shall be paid by April 1st each year, except for the first payment to be made under this lease shall be due within 30 days after the execution of this lease by both parties. Rent shall increase 3% annually. Rent payment as follows:

Year	Annual Rent
April 1, 2025-March 31, 2026	\$4,916.05
April 1, 2026-March 31, 2027	\$5,063.53
April 1, 2027-March 31, 2028	\$5,215.44
April 1, 2028-March 31, 2029	\$5,371.90
April 1, 2029-March 31, 2030	\$5,533.06
April 1, 2030-March 31, 2031	\$5,699.06
April 1, 2031-March 31, 2032	\$5,870.03
April 1, 2032-March 31, 2033	\$6,046.13
April 1, 2033-March 31, 2034	\$6,227.51
April 1, 2034-March 31, 2035	\$6,414.34

B. Renewal Fee. Lessee shall pay Lessor a one-time renewal fee of \$750.00 due within 45 days after execution of this lease by both parties.

5. **Easement.** Lessor hereby grants to Lessee a non-exclusive continuing Easement to use the Property and access roads shown in Exhibit B to access the Facilities for purposes which include installing, constructing, maintaining, operating, replacing, upgrading, repairing, relocating and removing, equipment and the Facilities. The Easement shall be in effect for the term of this Lease. If an access road to the Facilities is needed, Lessee shall construct and maintain such road at no expense to the Lessor. Lessor agrees to reasonably consider any plans to construct a road on Lessor's Property.

Upon the execution of this Agreement, Lessor shall deliver to Lessee all necessary keys and combinations to facilitate Lessee's ingress to and egress from the Property. Lessee shall be entitled to have access to the Property 24 hours a day, 7 days a week. The rights of Lessee under this Section shall be limited to authorized employees, contractors or subcontractors of Lessee, FCC inspectors or persons under their direct supervision. Notwithstanding the foregoing, Lessor accepts no responsibility for any acts or omissions committed by Lessee's employees, contractors, subcontractors or invitees.

6. **Insurance.** Lessee shall obtain and carry liability or indemnity insurance providing as a minimum, limits of \$1,000,000.00 per person (personal injury) in any one claim; \$1,000,000.00 for damage to the Property suffered or alleged to have been suffered, by any person or persons as the result of the operations conducted on the Property; and an aggregate limit of \$2,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries, property damage or death resulting therefrom.

The insurance certificate provided under this paragraph shall provide that said certificate will not be subject to cancellation, termination or change except after at least 30 days' prior written notice to Lessor.

7. **Force Majeure.** Except as otherwise provided herein to the contrary, the Lessee shall be excused for the performance of its obligation to pay fees because of the non-operation of its Facilities on the Property if this is due to, Lessor's denial of access to Facilities or rights-of-way essential to serving the Property, government order or regulation. However, any abatement of rent shall be limited to the reasonable period required to return the Lessee's Facilities to operation.
8. **Assignment.** This Agreement may be assigned by either party with prior written notice of at least ninety (90) days to the other party.
9. **Subleasing.** Lessee may sublease all or part of Lessee's Facilities that are on the Property or space on the Property with written notice to Lessor of at least ninety (90) days.
10. **Notice.** All notices to be given in writing under this Agreement shall be deemed to be given when delivered personally to the Lessor or the Lessee, or 48 hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to the Lessor: Village of Hampshire, Illinois
 Attn: Village Manager
 P.O. Box 457
 Office: (847) 683-2181

If to the Lessee: Mediacom Illinois LLC
 3900 26th Avenue
 Moline, IL 61265

With copies to: Mediacom Illinois LLC
 One Mediacom Way
 Mediacom Park, NY 10918
 Attn: Legal Department
 Email: mcc_legal@mediacomcc.com

11. **Recording.** The Lessee may record this Agreement or a Memorandum of this Agreement in the public records of the County if it so desires. Lessor requires recording release of agreement within 90-days after termination to the agreement.
12. **Waiver of Distress.** The Lessor acknowledges that the Lessee is bound by (or will be bound by) certain covenants in loan agreements with lending institutions which have provided (or will provide) long-term debt financing to the Lessee and that such institutions have (or will have) a security interest on the Lessee's Facilities located on the Property that will be superior to any claim of the Lessor. As part of the consideration hereunder, the Lessor covenants and agrees with the Lessee that none of the Lessee's personal property, Facilities or trade fixtures shall be subject to

distress for rent or liable for any lien, right or claim which the Lessor may have, either now or hereafter; and the Lessor further covenants and agrees that in the event that such lending institutions exercise their right to take possession of or remove said Facilities from the Property, the Lessor will not hinder or interfere therewith, and the Lessor consents to the taking of possession and removal of such personal property.

13. **Default.** If at any time during the period in which this Agreement is in effect, either party defaults on any obligation incurred hereunder, then this Agreement shall be subject to termination by the other party. All rights and benefits herein conferred shall be deemed forfeited, provided, however, that before any termination shall occur under this paragraph, the defaulting party shall be given written notice and be allowed 30 days from date of delivery of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then this Agreement shall remain in full force and effect.
14. **Modification of Agreement.** This Agreement shall not be modified, altered or amended, except by an "Amendment to Lease Agreement," executed by all parties to this Agreement.
15. **Binding on Heirs.** The terms, conditions and agreements made and entered into by the parties hereto are declared and agreed to be binding upon and inure to the benefit of their respective heirs, executors, administrators, successors and/or assigns.
16. **Compliance with Laws and Regulations.** The Lessee shall, at its own expense, secure and maintain throughout the term of this Agreement and until all of its Facilities and structure are removed, any and all consents and permits which may now or hereafter be required by all persons or governmental agencies, federal, state, or municipal, for or in connection with this Agreement, shall comply with all applicable laws, ordinances, rules and regulations pertaining to the placement, maintenance, operation, erection, construction, or removal of its attachments, property, apparatus and structure.
17. **Legal Fees.** If either party brings legal action for the enforcement of this Agreement then the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, including the payment for in-house counsel's time, fees and expenses plus applicable fees, together with costs incurred, including deposition costs and costs for expert witnesses.
18. **Eminent Domain.** If all or a part of the Property is taken in any proceeding by a public authority, by condemnation or otherwise, or acquired for a public or quasi-public purpose, which shall cause the Leased Property to be inadequate or unsuitable for use by the Lessee, in its usual business, either the Lessor or the Lessee shall have the option to terminate this Agreement effective on the date possession of the Property is surrendered, in which event any unearned rent paid or credited in advance shall be refunded to the Lessee. The Lessee hereby waives any claim against the Lessor for the remaining portion of the Agreement and agrees it will peacefully surrender possession to the Lessor, or to the condemning authority at or before the day of possession is required pursuant to the requirements of the condemning authority.
19. **Applicable Law.** This Agreement, and any claim, controversy or dispute arising under or related to this Agreement (whether based on contract, tort or other legal theory or cause of action,) shall be governed by and construed in accordance with the domestic laws of the state of Illinois.

20. **Property.** The Lessor covenants that the Lessor owns the Property referenced in "Exhibit A" in fee simple and has full right to make this Agreement and that the Lessee shall have peaceable possession of the Property during the term hereof. It is mutually understood and agreed upon that the Property and authority granted herein shall be subject to any easements, rights-of-way, mineral reservations or other rights upon, over, across or under the Property now outstanding with third persons. The Lessor also retains to itself, its successors or assigns, the right to use the Property for its own purposes, so long as such use does not interfere with the construction, erection, operation, repair or maintenance of the Lessee's Facilities and operations. The Lessor hereby covenants and agrees that it will not use nor will it permit its remaining Property to be used in any manner that could interfere in the Lessee's intended uses of the Property. The Lessee, upon the payment of rent herein reserved and upon performance of all material terms of this Agreement, shall at all times, during the Agreement term and during any extension or renewal thereof, peaceably and quietly enjoy the Property without any disturbance from the Lessor or from any other person claiming through the Lessor, except as may be set forth in this Agreement.
21. **Authorization.** The Lessor and the Lessee represent and warrant that each has the authority to enter into this Agreement and to be bound by its terms and all necessary action on the part of each such party has been duly taken approving the execution, delivery and performance of this Agreement.
22. **Headings.** The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
23. **Total Agreement.** This Agreement supersedes all previous agreements, whether written or oral, between the Lessor and the Lessee, for the use and operation of the Lessee's Facilities on Owner's real Property and there are no other provisions, terms or conditions to this Agreement except as expressed herein.
24. **Utilities.** Beginning on the date Lessee takes possession of the Property, Lessee shall make application for, obtain, pay for and be solely responsible for all utilities required, used or consumed in the Property, including, but not limited to, gas, water, (including water of domestic uses and for fire protection), telephone, electricity, sewer service, garbage collection services and any similar service. In the event that any charge for any utility supplied to the Property is not paid by Lessee to the supplier when due, the Lessor may, but shall not be required to, pay such charge for and on behalf of Lessee, with any such amount paid by Lessor being repaid by Lessee to Lessor as additional rent promptly upon demand. Additionally, if Lessor shall elect to supply any utilities to the Property, the Lessee shall pay to Lessor the cost of its utility consumption and the cost of supplying separate metering devices if necessary. Lessor agrees that the cost to Lessee of any utilities supplied by Lessor shall not exceed the amount Lessee would have paid if it independently obtained such service from the local utility supplier to the extent that a relationship exists.

Lessor and Lessee hereby agree that Lessor shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control or due to Lessor's alteration, repair or improvement of the Property.

25. **Taxes.** Lessee shall be responsible for the payment of all general real estate taxes assessed against the Property for any improvements erected on the Property by Lessee or on other personal property

owned by the Lessee, whether or not such taxes, liens or other charges are levied against it or against Lessor. Lessor shall present a copy of the paid tax bill to Lessee for reimbursement within 90 days of payment by Lessor.

26. **Additional Taxes.** If Lessor is assessed additional taxes or if its present taxes are increased as a result of any value placed on Lessee's leasehold, fixtures or furnishings, or goods and services, then immediately upon demand and proof of tax increase, Lessee shall pay to Lessor the amount of said additional tax, or the amount of the increase.
27. **Failure to Enforce.** Failure of the Lessor to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment by Lessor of any of said rights or conditions and all obligations of the Lessee and rights of the Lessor shall survive the expiration or termination of this Agreement.
28. **Equipment.** It is agreed by the parties to this Agreement that title to all structures and improvements constructed, erected or placed upon the Property by the Lessee, including Facilities and trade fixtures, shall vest with the Lessee.
29. **Repairs and Maintenance.** The Lessee shall, at its own expense, make all necessary repairs and replacements to the Property and to any of the structures erected thereon by the Lessee at its expense. Such repairs and replacements, ordinary as well as extraordinary, and other structural and non-structural maintenance such as grass and weed trimming shall be made promptly. The Lessee shall at times during the term of this Agreement and any extensions or renewals maintain in good safe condition any of its Facilities and improvements established on the Property.
30. **Restoration.** Upon request of Lessor, or upon Lessee's decision, said structures and improvements shall be removed by Lessee within 90 days after the expiration, cancellation or termination of this Agreement, or as soon as possible if weather or frozen ground delays the work in this paragraph. The surface of the Property shall be restored, as nearly as practicable, to the same condition as it was prior to the initial construction of structures, and any subsequent maintenance, repair and removal of the above-described Facilities. With respect to any cement foundations that were installed by Lessee, the Lessee agrees that it shall dig down one (1) foot below grade, cover with topsoil and seed. Lessee shall completely remove any cement foundations at the request of Lessor within one year of the expiration or termination of this Agreement.
31. **Lessor's Right to Property.** Lessee agrees to allow Lessor the right to use the portion of the Property not in use by the Lessee, provided such use does not interfere with Lessee's use of the Property or the purpose or use of Lessee's tower, buildings, structures, anchors, guy wires, satellite dishes, or other Facilities.

The employees or agents of the Lessor shall have the right to enter upon the Property at all reasonable times during the term of the Agreement for inspection of the Property, and for any other activity related to its operations within the Property. Nothing in this Agreement limits or waives the Lessor's police powers.

32. **Lessor Certificate.** Lessor agrees to provide at any time, within 10 days of Lessee's written request, a statement certifying that this Agreement is unmodified and in full force and effect or, if there has been modifications, stating such modifications and that such modifications are in full force and effect, whether Lessee is in default of any of its obligations hereunder, and if so, reasonable details thereof, and such other statements as may reasonably be required by the Lessee, including that Lessor has no ownership interest in or lien on Lessee's Facilities on the Property. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any person receiving such certificate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

LESSOR **Village of Hampshire, Illinois**

LESSEE **Mediacom Illinois LLC**

Print Name

DANIEL STUHR
Print Name

Title

REGIONAL VICE PRESIDENT, OPERATIONS
Title

Date: _____

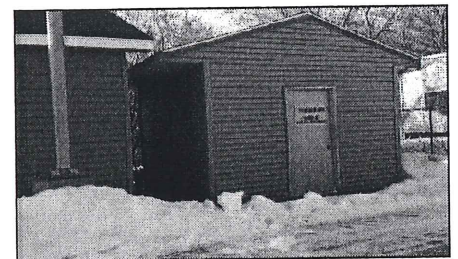
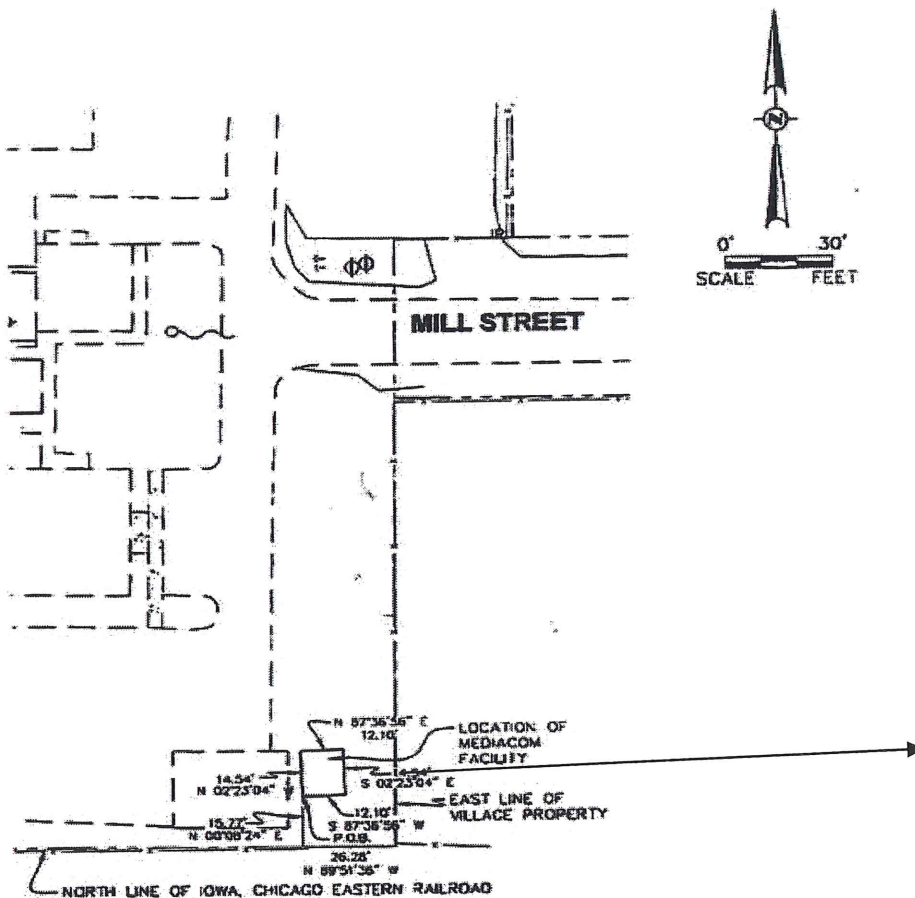
Date: 7-2-2025

EXHIBIT A

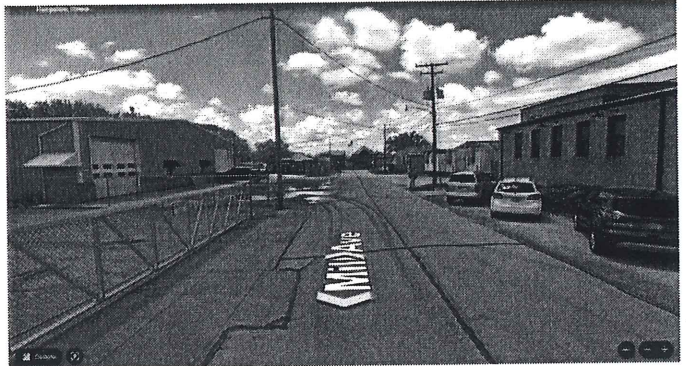
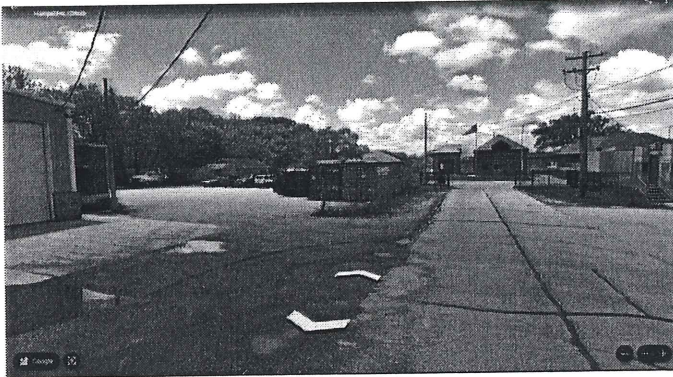
The **Property** is described as the following Real Estate situated in Hampshire, County Kane, in the State of Illinois to wit:

THAT PART OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE IOWA, CHICAGO EASTERN RAILROAD RIGHT OF WAY AND THE EAST LINE OF THE VILLAGE OF HAMPSHIRE PROPERTY WITH A P.L.N. OF 01-21-401-007; THENCE NORTH 89 DEGREES 51 MINUTES 36 SECONDS WEST (assumed) ALONG SAID NORTH RIGHT OF WAY LINE, 26.28 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 24 SECONDS EAST, 15.77 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 23 MINUTES 04 SECONDS WEST, 14.54 FEET; THENCE NORTH 87 DEGREES 36 MINUTES 56 SECONDS EAST, 12.10 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 04 SECONDS EAST, 14.54 FEET; THENCE SOUTH 87 DEGREES 36 MINUTES 56 SECONDS WEST, 12.10 FEET TO THE POINT OF BEGINNING. ALL IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

The **Leased Property** consists of a portion of the Property that Lessee uses for its cable system equipment building, the location of which is indicated below.



**EXHIBIT B
(HAMPSHIRE, ILLINOIS)**



a



Please remit this document to:

James McKnight
Senior Director, Legal Affairs
Mediacom Illinois LLC
One Mediacom Way
Mediacom Park, NY 10918
(845) 443-2636

Prepared by
James McKnight

(Recorders Use Above This Line)

STATE OF _____
COUNTY OF _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 1 day of April, 2025, by and between **Village of Hampshire, Illinois**, ("Lessor"), and **Mediacom Illinois LLC**, a Delaware limited liability company, with an office at One Mediacom Way, Mediacom Park, NY 10918 ("Lessee").

1. Lessor and Lessee entered into a Lease Agreement ("Agreement") on the 1 day of April, 2025, for the purpose of installing, operating and maintaining a communications facility and other improvements, pursuant to the Agreement.
2. The rental term of the Agreement is for 10 years, commencing on April 1, 2025.
3. The Property which is the subject of the Agreement is described in Exhibit A attached hereto.

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

{Signature page to follow}

LESSOR **Village of Hampshire, Illinois**

Print Name

Title

Date: _____

STATE OF)
) ss
COUNTY OF)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Print Name: _____
Notary Public in and for the State of _____

My Commission expires: _____

LESSEE **Mediacom Illinois LLC**

Print Name

Title

Date: _____

STATE OF)
) ss
COUNTY OF)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public for said State, appeared _____ to me personally known, who being be me duly sworn, did say that he/she is the _____ of said Mediacom Illinois LLC; and that the said _____ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company and by him voluntarily executed.

Print Name: _____
Notary Public in and for the State of _____

My Commission expires: _____

EXHIBIT A

The **Property** is described as the following Real Estate situated in Hampshire, County Kane, in the State of Illinois to wit:

THAT PART OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE IOWA, CHICAGO EASTERN RAILROAD RIGHT OF WAY AND THE EAST LINE OF THE VILLAGE OF HAMPSHIRE PROPERTY WITH A P.L.N. OF 01-21-401-007; THENCE NORTH 89 DEGREES 51 MINUTES 36 SECONDS WEST (assumed) ALONG SAID NORTH RIGHT OF WAY LINE, 26.28 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 24 SECONDS EAST, 15.77 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 23 MINUTES 04 SECONDS WEST, 14.54 FEET; THENCE NORTH 87 DEGREES 36 MINUTES 56 SECONDS EAST, 12.10 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 04 SECONDS EAST, 14.54 FEET; THENCE SOUTH 87 DEGREES 36 MINUTES 56 SECONDS WEST, 12.10 FEET TO THE POINT OF BEGINNING. ALL IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

The **Leased Property** consists of a portion of the Property that Lessee uses for its cable system equipment building, the location of which is indicated below.

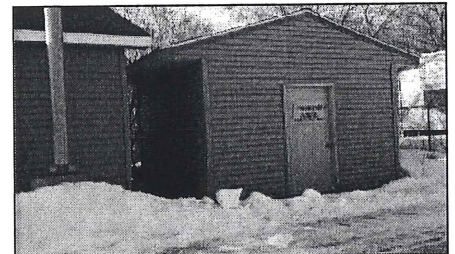
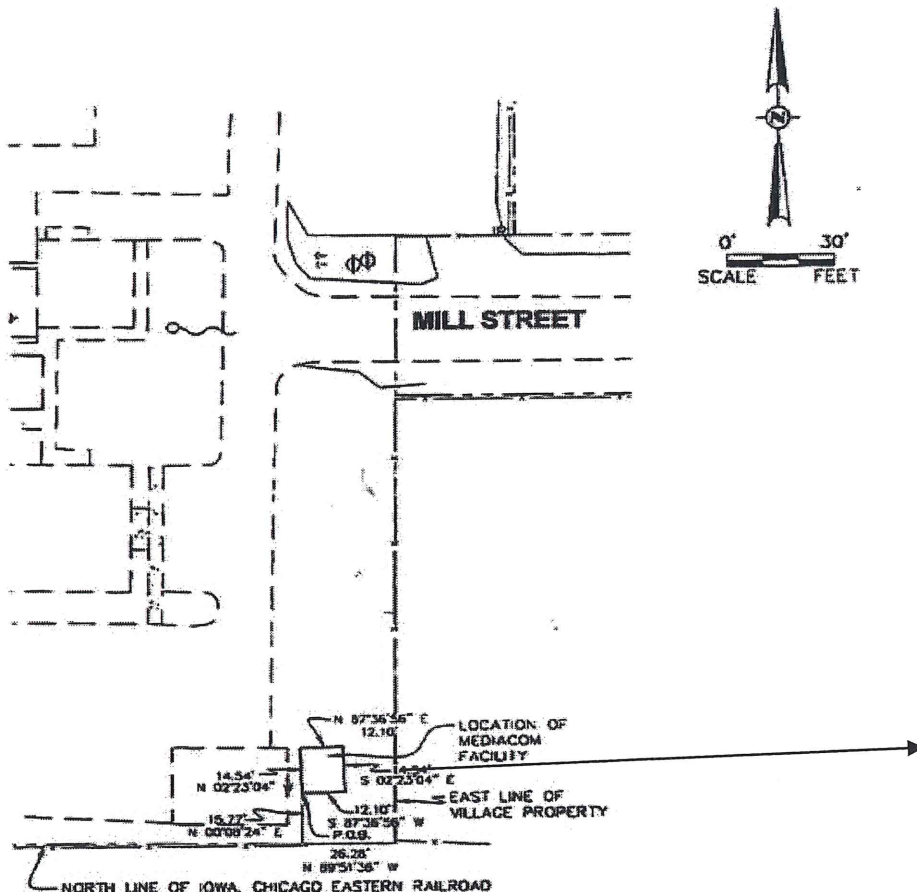
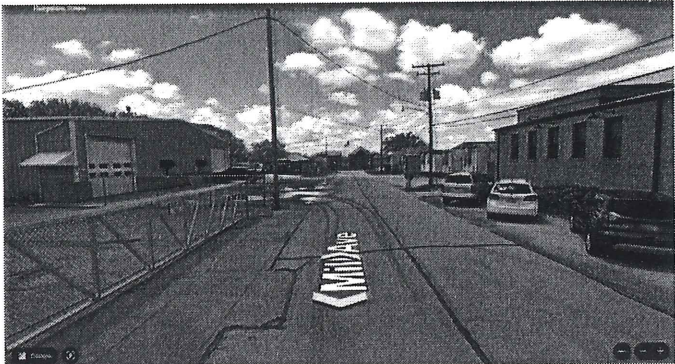
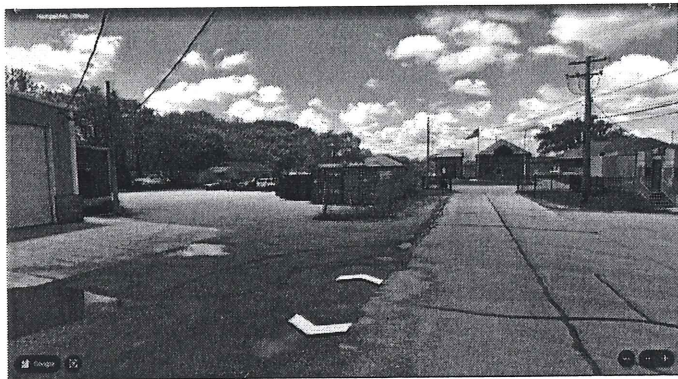


EXHIBIT B
(HAMPSHIRE, ILLINOIS)



a



THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN MEDIACOM
ILLINOIS LLC AND THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS**

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF HAMPSHIRE**

THIS ____ DAY OF _____, 2025

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
_____ day of _____, 2025

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN MEDIACOM
ILLINOIS LLC AND THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS**

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (with the President, the “Corporate Authorities”) are committed to protecting the health, safety and welfare of the residents of the Village; and

WHEREAS, Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) provides that the Village has the power to lease real estate for any term not exceeding ninety-nine (99) years; and

WHEREAS, the Village owns certain real property (the “Property”), which is described in in the lease agreement (the “Lease”) attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Mediacom Illinois LLC (“Mediacom”) constructs and operates communications systems and has requested to use the Property in connection with constructing and maintaining certain equipment in accordance with the provisions of the Lease; and

WHEREAS, the Corporate Authorities have determined that the Property is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the Village and find that it is advisable, necessary and in the best interests of the Village and its residents to approve and authorize an agreement with terms substantially the same as the Lease; and

WHEREAS, this Ordinance was passed and by three-fourths (3/4) of the Corporate Authorities holding office;

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

SECTION 1. The Corporate Authorities hereby find that all of the recitals as contained in the preambles to this Ordinance are full, true and correct and hereby incorporate and make them part of this Ordinance.

SECTION 2. The Corporate Authorities hereby approve of and authorize the lease of the Property in accordance with the terms of the Lease, with such insertions, omissions and changes as are authorized by the Corporate Authorities. The President or his designee is authorized to execute the Lease, and the Village Clerk is hereby authorized and directed to attest to, countersign, and affix the Seal of the Village to such documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The officers, agents, and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith. The Village is authorized to allocate, spend and/or receive all necessary funds to fulfill the requirements of the Lease and of this Ordinance.

SECTION 3. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 4. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed

inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 6. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 7. This Ordinance shall be effective and in full force immediately upon passage, approval and publication in pamphlet form or as otherwise provided by applicable law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED THIS __ DAY OF _____, 2025.

AYES/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2025.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(LEASE)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

I, Karen L. Stuehler, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane and McHenry Counties, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

**AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN MEDIACOM
ILLINOIS LLC AND THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS**

I certify that on _____, 2025, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law), at a regular meeting, passed and adopted Ordinance No. _____, which was approved by the Village President on the _____ day of _____, 2025.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on _____, 2025 and continuing for at least ten (10) days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk and online.

DATED at Hampshire, Illinois, this _____ day of _____, 2025.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)



Village of Hampshire
234 S. State Street, Hampshire IL 60140
Phone: 847-683-2181 www.hampshireil.org

Agenda Supplement

TO: President Reid; Board of Trustees
FROM: Douglas Pann, Chief of Police
FOR: Village Board Meeting on July 17, 2025
RE: Transition to Fiber Internet Connection

Background

The Hampshire Police Department requires reliable, high-speed fiber internet service to support daily operations, secure communications, data transfer, and future technology needs. The department's current internet service, which provides download speeds up to 500 Mbps but only about 40 Mbps upload, has become insufficient to handle the growing demands of modern law enforcement operations. Daily uploads of body-worn camera footage, transfers of large video evidence files, the use of web-based video redaction software, dedicated VPN connections to Kane County systems, and general internet use are overwhelming our existing bandwidth, especially the limited upload capacity. To address these issues, proposals were solicited from **two vendors**, Comcast and Midwest Fiber Networks (MWFN). Both vendors submitted quotes for **dedicated, symmetrical fiber internet**. After reviewing the quotes and service terms, staff has determined that MWFN offers the best value for the Village based on service quality and cost.

Quote Summary

Midwest Fiber Networks (MWFN)

- Bandwidth: 500 Mbps Dedicated Symmetrical Fiber
- Term: Until April 30, 2026 at \$250/month; then 60 months at \$750/month
- Static IP: /29 block for \$20/month
- One-Time Installation Fee: \$500
- **Initial Monthly Recurring Cost:** \$270/month
- **Long-Term Monthly Recurring Cost (May 2026 onward): \$770.00/month**

Comcast

- Bandwidth: 500 Mbps Dedicated Symmetrical Fiber
 - Term: 36 Months
 - Internet MRC: \$899.00
 - Equipment Fee: \$39.95/month
 - Static IP: /29 block for \$30/month
 - Installation Fee: \$199.95 (one-time)
 - **Long-Term Monthly Recurring Cost: \$968.95/month**
 - Optional DDoS or Managed Router: \$400-\$600 extra per month if needed
-

Estimated Total Cost: MWFN

Assumptions:

- Contract signed August 2025
- 90-day installation period with no additional charges
- Service active November 1, 2025 through April 30, 2026 at \$270/month
- 60-month term starting May 1, 2026 at \$770/month

Period	Monthly Cost	Months	Subtotal
November 2025 - April 2026	\$270	6	\$1,620.00
May 2026 - April 2031	\$770	60	\$46,200.00
One-Time Installation Fee	—	—	\$500.00
Estimated Total	—	—	\$48,320

Estimated Total Cost: Comcast

Assumptions:

- Contract signed August 2025
- Standard installation timeline and fees
- 36-month term at \$938.95/month for dedicated symmetrical fiber

Period	Monthly Cost	Months	Subtotal
36-Month Term	\$968.95	36	\$34,882.20
One-Time Installation Fee	—	—	\$199.95
Estimated Total	—	—	\$38,082.15

Analysis

- **Long-Term Cost:** MWFN's estimated 5-year cost is higher in total dollars than Comcast's 3-year term, but Comcast's service would need to be renegotiated or replaced at the end of 36 months. The MWFN option locks in a known cost for a longer term, providing budget stability.
- **Upload/Download Symmetry:** Both providers offer 500 Mbps dedicated symmetrical fiber, resolving the upload speed limitation that affects daily operations.
- **Additional Options:** Comcast's quote includes add-ons for DDoS protection and managed routers at significant additional cost if required.
- **Value:** MWFN's pricing structure provides reliable, dedicated symmetrical fiber service with predictable costs over a longer term, aligning with the department's growing needs.

Recommendation

Staff recommends that the Village Board approve entering into a Service Order with Midwest Fiber Networks for the provision of dedicated 500 Mbps symmetrical fiber internet service for the Hampshire Police Department, as presented. **The source of funding for this service will be the Police Department's operating budget.**

COMCAST **BUSINESS**

Hampshire Police Proposal



Village of Hampshire
Requested for Proposal
Date: 5/13/25

Jason Koepke
Enterprise Account Manger-SLED
312.931.5207
jason_koepke@comcast.com

COMCAST
BUSINESS
Powering Possibilities™

COMCAST BUSINESS

Price Proposal

Options	Contract Term	Product	Bandwidth	MRC	Non-Recurring Charge
1	36 Months	Dedicated Internet- Fiber	300mb	\$785.00	
		Equipment Fee		\$39.95	
		Installation Fee			\$199.95
TOTAL:				\$824.95	

2	36 Months	Dedicated Internet- Fiber	500MB	\$899.00	
		Equipment Fee		\$39.95	
		Installation Fee			\$199.95
TOTAL:				\$938.95	

Optional Ips

IPv4 Sub-net Blocks	Usable Ips	MRC	NRC
/30	2	\$25.00	\$0.00
/29	6	\$30.00	\$0.00
/28	14	\$35.00	\$0.00
/27	30	\$55.00	\$0.00
/26	62	\$80.00	\$0.00
/25	126	\$105.00	\$0.00
/24	254	\$205.00	\$0.00

COMCAST BUSINESS

Optional Comcast Business Ddos Subscription

Unlimited DDOS Subscription Per Month Per Circuit E-	
EDI Bandwidth	Unlimited MRC
1 Mbps < 1,000 Mbps	\$400.00
1 Mbps < 9,000 Mbps	\$600.00
10,000 Mbps +	\$1,000.00
Activation Fee	NRC
Per Circuit	\$500

Optional Comcast Business Managed Router

Comcast Managed Router per Month per Circuit / NRC is \$550 for each site for all units						
		Model	Equipment Rental	Router Service	Managed Service	Total MRC
	Small	SRX-320	\$5	\$60	\$45	\$110.00
	Medium	SRX-345	\$30			\$135.00
	Large	SRX-1500	\$250			\$355.00
	Small	ISR 1111 or C-1121	\$5	\$60	\$45	\$110.00
	Medium	ISR 4331 or C-1161	\$30			\$135.00
	Large	ISR 4461 or C-	\$295			\$400.00
	Small – 1 Mbps - 250 Mbps		Medium – Up to 1G		Large – Up to 10G	

Cisco large models have dual power supplies

Cisco large models: AC or DC priced the same

Juniper large models have single power supply



MASTER BUSINESS SERVICES AGREEMENT (IP, TRANSPORT & VOIP SERVICES)

Business Name

Hampshire Police Department (hereinafter "Customer")

Billing Address:

215 Industrial Dr. Unit D
Hampshire, IL 60140

Email for Customer Contact: Douglas Pann, dpann@hampshireil.org

This Business Services Agreement, together with its attachments and incorporated terms (this "Agreement"), is made by and between Midwest Fiber Networks, LLC ("MWFN"), on behalf of itself, its affiliates, and its successors (the "MWFN Parties") and Customer on behalf of itself, its affiliates, and its successors (the "Customer Parties"), and covers all orders and transactions between the parties. This Agreement is binding upon execution by Customer and MWFN. MWFN or its affiliate will provide to Customer the Services as set forth below which may be originated by MWFN, its affiliate or suppliers on their behalf. The rates, charges, discounts, and credits shall be set forth in a Service Order to be issued hereunder as a "Service Order," which may be amended by mutual consent of the parties from time to time. Each Service Order shall be effective (the "Start Date") on the earlier of: a) when Services are installed if Customer has no MWFN Services when this Agreement is accepted by MWFN; or b) by the first day of the first full billing cycle following acceptance of the Service Order by MWFN. MWFN's acceptance occurs upon MWFN's verification that an unaltered Customer-signed Service Order and, where applicable, Letter of Authorization, has been received by MWFN.

Customer understands that number and/or IP assignments are not guaranteed and that the Agreement is not conditioned upon availability or provisioning of any such number/IP assignment. Customer has provided, and upon request will provide, MWFN with a valid Letter of Authorization for all applicable Services ordered. Any changes in the Services ordered (e.g., adding/deleting/replacing lines, equipment, or licenses, software installations or upgrades, etc.) will alter the pricing set forth herein, and all such changes shall be subject to the terms of the Agreement regardless of whether they are made by Amendment or otherwise changed in connection with provisioning or delivery of the Services. Customer is responsible for identification and payment of any termination fees to any third party that may apply when switching to MWFN's Services.

This Agreement also includes the Supplemental Terms and Conditions for VOIP Services which are located online at [<https://midwestfibernetworks.com/terms-conditions-voip>] (the "Supplemental VOIP Terms"). The Supplemental VOIP Terms form an integral part of this Agreement and are incorporated into this Agreement by reference. To the extent that Customer is ordering VOIP Services under this Agreement, Customer acknowledges that the VOIP Services originate through a separate originating service provider and are made available by MWFN as a reseller. As a condition to providing services, the originating service provider requires a pass through of various terms and conditions to Customer, which are set forth in the Supplemental VOIP Terms. MWFN as a reseller is not responsible for the

acts or omissions of the originating service provider. To the extent that Customer has any complaint, claim or loss relating to or arising from the VOIP Services, MWFN agrees to reasonably assist Customer in addressing the claim with the originating service provider; however, MWFN's sole obligation and Customer's sole remedy shall be the settlement offered by the originating service provider, which shall be subject to and limited by the terms of this Agreement, including, without limitation, the Supplemental VOIP Terms.

Agreement Term: Beginning the date of acceptance of this Agreement (the "Effective Date") through the last date that any Service Term, as specified in the applicable Service Order(s), is in effect (the "Term").

Estimated Delivery Date: As stated in the applicable Service Order(s).

I. SERVICES DESCRIPTION

Customer desires to purchase certain communications and related services on the MWFN network ("Services") for Customer to transmit data using Customer's communications equipment. MWFN will provide Services between the service locations, both for the Term and for the rates and charges set forth in each applicable Service Order. MWFN reserves all ownership rights in and to the MWFN network and network components delivered by MWFN (the "Network") in connection with the Services.

MWFN will maintain the Network in accordance with its standard practices. Each party will provide the other with the persons(s) and/or phone number(s) to contact in the event of the need for a service call or other problem.

Customer may use the Services for any lawful purpose subject to the terms of this Agreement and agrees to be subject to the provisions of any underlying agreements MWFN has with third parties by or through which MWFN is providing all or a portion of the Services. Customer shall not use the Services in a manner that physically or electronically interferes with or otherwise adversely affects the Network. Customer shall keep the Network free from all liens, rights, or claims of third parties and shall not pledge, encumber, or grant any security interests in it.

II. RATES AND CHARGES

A. **MONTHLY RECURRING CHARGES.** The Monthly Recurring Charges ("MRC"), and any applicable Non-Recurring Charges ("NRC") for Services, are set forth in the Service Orders.

B. **GENERAL PRICING TERMS.**

1. **DEDICATED INTERNET SERVICE.** "Dedicated Internet Service" provides high speed, full-time, dedicated internet access. Rates and charges set forth in the Pricing Schedule are for Dedicated Internet Service in the contiguous United States, and do not include any extended wiring to or at Customer premises, equipment costs, or network application fees.

2. **VOIP SERVICE.** "VoIP Service" means a managed hosted voice over Internet protocol provided via a cloud-based PBX. VoIP Service is only available to Customers that have also ordered Dedicated Internet Service.

3. CANCELLATION PRIOR TO INSTALLATION. Customer shall reimburse MWFN for all expenses incurred and pending on the project up to the date of termination by Customer.

4. SPECIAL CONSTRUCTION COSTS. "Special Construction Costs" apply to our Dedicated Internet Services, which are subject to the availability and operational limitations of carrier systems, facilities, materials and equipment. If such systems, facilities, materials and equipment (such as outside plant, cable, repeater, conduit, structures and/or electronics) are not available, "Special Construction Costs" associated with delivery of the Dedicated Internet Service will apply, which costs include, but are not limited to, recovery of direct costs associated with the length, type, and/or size of facility and/or cable deployment required, equipment deployment required.

C. RATES AND CHARGES. Customer agrees to pay the rates and charges specified in each Service Order. In the event (i) Customer receives any Services that are not the subject of rates, charges, and discounts expressly specified in this Agreement, or (ii) Customer purchases any Services after the expiration of the Term, Customer shall pay MWFN's then-standard rates. In the event that MWFN makes a service call at the request of Customer, and the call does not involve routine maintenance of the Network, MWFN will invoice Customer at its time and material rates in effect and as amended from time to time. As used in this Agreement in connection with rates and charges, "standard" refers to rates and charges for MWFN Services where applicable. Except where explicitly stated otherwise for a particular Service: (a) Customer will not be eligible to receive any other additional discounts, promotions, and/or credits, and (b) without limitation, the rates and charges set forth in this Agreement do not include charges imposed by an MWFN Party or a third party other than MWFN for on-site installation, maintenance or repairs of Customer premises equipment or extended wiring to or at Customer premises, other Services not specified herein.

D. PROMOTIONS. If Customer participates in a promotional offer for any Service that covers a specified period of time, Customer agrees and acknowledges that Customer will be charged the promotional price for such Service during the time specified and, thereafter, Customer will be charged standard rates. If, as part of a promotional offer, Customer agrees to receive a Service for a specified period of time, Customer may be required to pay an early termination fee for terminating service prior to the end of the specified period of time, as specified in an applicable Service Order, in addition to payment of installation charges and/or installation or construction that may have been waived as part of any promotion.

III. TERMS AND CONDITIONS.

A. TERM. The Initial Term shall begin on the Effective Date and end upon the completion of the Term. The Agreement will automatically renew ("Renewal Term") on a month-to-month basis upon the expiration of the Initial Term, unless either party has delivered written notice of its intent to terminate the Agreement at least sixty (60) days prior to the end of the Initial Term. Either party may terminate this Agreement during the Renewal Term upon sixty (60) days prior written notice. Term shall include the Initial Term and the Renewal Term. Should the Agreement extend on a month-to-month basis, the then-current month-to-month rates shall apply for each Renewal Term.

B. EARLY TERMINATION CHARGES. If: (a) Customer terminates this Agreement before the end of the Initial Term for reasons other than Cause, as defined in Section III(F); or (b) MWFN terminates this Agreement for Cause, then Customer will pay, within thirty (30) days after such termination: (i) all accrued but unpaid charges incurred through the date of such termination; (ii) an amount equal to the current monthly charge multiplied by the remaining months in the Term for the

unexpired portion of the Term on the date of such termination; and (iii) a pro rata portion of any and all credits received by Customer.

C. DEDICATED INTERNET AND VOIP SERVICES. MWFN may interrupt the access for (i) scheduled maintenance (usually scheduled during off-hours); (ii) emergency maintenance, or (iii) as otherwise set forth in this Agreement. Customer is responsible for the operation of its LAN/WAN.

D. CONSENT OF OWNER. If Customer is not the owner of the Customer premises, or of property that must be accessed and occupied by MWFN to enable connection to the Customer premises, Customer must provide documentation to MWFN confirming (to MWFN's satisfaction) that the property owner consents to installation and maintenance activities upon the property by MWFN personnel and/or its agents for the purposes described in this Agreement and an applicable Service Order. It shall be the responsibility of Customer, and not MWFN, to secure adequate rights of entry to enable MWFN's performance under this Agreement and an applicable Service Order. Customer agrees to indemnify, defend, and hold MWFN harmless from and against any claims of the owner of the premises or accessed property arising out of MWFN's performance under this Agreement (including costs and reasonable attorneys' fees). Any failure of MWFN to require documentation of owner's consent shall not waive or affect Customer's obligations under this subsection.

E. TAXES. All charges for Services are net of Applicable Taxes, as defined below. Except for taxes based on MWFN's net income and taxes assessed on MWFN's tangible or intangible property, Customer will be responsible for all applicable taxes, fees, duties, charges, or regulatory surcharges that arise in any jurisdiction on the provision, sale or use of the Services and permitted by applicable law to be passed through to such other party, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes or federal or state universal service charges, but excluding any assessments or penalties imposed based on MWFN's misconduct ("Applicable Taxes").

F. PAYMENT. Customer agrees to pay all MWFN charges (except Disputed amounts, as defined below) within thirty (30) days of invoice date. Payments must be made at the address designated on the invoice or other such place as MWFN may designate. Customer is responsible for reviewing the invoice and verifying the invoice amount with reference to the applicable service contract. Amounts shall be paid within thirty (30) days or Disputed within thirty (30) days from invoice date. If not paid or Disputed within thirty (30) days, the invoice shall be considered past due. If Customer does not Dispute an invoice within ninety (90) days of invoice date, the invoice shall conclusively be deemed correct and payable, and Customer forever waives any right to Dispute the invoice in the future. If Customer fails to pay when due, interest shall accrue at an annual rate of 18% or the maximum rate allowed by law. A "Disputed" amount is one for which Customer has given MWFN written notice, adequately supported by bona fide explanation and documentation of why it believes the applicable invoice should not be paid. Upon resolution of a Disputed amount in favor of MWFN, Customer shall pay the fees due, plus any accrued interest, immediately. Customer shall be liable for the payment of all costs and expenses (including reasonable attorney fees) incurred by MWFN in enforcing this Agreement or the terms of any related Service Orders.

G. PAYMENT DELINQUENCY. Customer agrees that if Customer's Service account is 60 days or more past due, MWFN may temporarily disconnect Services. If Customer's Service account is 90 days or more past due, MWFN may permanently disconnect Services. If Customer has a credit due or if a deposit is being held on any account with MWFN, Customer agrees that the deposit or credit may be used to offset amounts past due on any account Customer may have with MWFN without notice to you. To reconnect any terminated Services, Customer may be required, in addition to payment of all

outstanding balances, to pay reconnect charges or trip charges (where applicable) and/or security deposits before reconnection.

H. **TERMINATION FOR CAUSE.** Either party may terminate the Agreement for Cause. “Cause” means a breach by the other party of any material provision of this Agreement (not including a payment delinquency addressed in Section III.G) which has not been cured within thirty (30) days after delivery of notice. MWFN may discontinue Services (without limitation) immediately, without notice, if interruption of the Services is necessary to prevent or protect against fraud or otherwise protect MWFN’s personnel, facilities, property, or services.

I. **CONFIDENTIAL INFORMATION.** Commencing on the Effective Date and continuing for a period of two (2) years from the termination of this Agreement, each party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing party or otherwise discovered by the receiving party while this Agreement is in effect, including, but not limited to, the pricing and terms of this Agreement, and any information regarding the disclosing party’s technology, personnel, business affairs, and marketing or sales plans (collectively the “Confidential Information”). The parties shall use Confidential Information only for the purposes of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (i) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (ii) is or becomes publicly known, through no wrongful act or omission of the receiving party; (iii) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (iv) is developed independently by the receiving party without reference to the Confidential Information; or (v) is required to be disclosed by law, regulation, or court or governmental order.

J. **CONFIDENTIALITY.** All information and documents obtained from the other party during the Term of this Agreement, and identified as being Confidential Information, shall be held in strict confidence and shall not be disclosed or used for any purpose other than a party’s performance required by this Agreement, and except for disclosures to Affiliates, directors, officers, employees, advisors, and agents with a bona fide need to know any such information solely for the purpose of analyzing, investigating, or evaluating issues arising under this Agreement. The term “Affiliate” for purposes of this Agreement shall mean any person or entity controlling, controlled by, or under common control part of a party. All documents, data, or information furnished by MWFN or Customer is the sole property of that party. Upon the expiration of this Agreement and any extensions thereof, those documents, data, or information shall be returned to its owner if readily available. The terms of this Agreement shall be held confidential, except for disclosures required by law or the rules of relevant government agencies.

K. **MAINTENANCE AND REPAIRS.** All routine maintenance and repair functions and emergency maintenance and repair functions including “one-call” responses, cable locate services and necessary relocation of MWFN cable, shall be performed by MWFN or its designee using commercially reasonable efforts for a period coterminous with the terms of this Agreement. In the case of emergency maintenance, MWFN shall use commercially reasonable efforts to respond to any failure, interruption or impairment in the operation of the Services within four (4) hours after receiving a report of any such failure, interruption or impairment. MWFN shall use its reasonable efforts to perform maintenance and repairs to substantially correct any failure, interruption or impairment in operation of the Services within eight (8) hours to the extent the same is reasonably capable of correction within that time period. In the case of routine maintenance, MWFN will use reasonable efforts to perform periodic maintenance and

repair checks and services. Additional maintenance may be performed from time to time on the Services at MWFN's reasonable discretion, or upon Customer's reasonable request with reasonable advance written notice to MWFN. MWFN shall provide reasonable advance notice to the Customer of maintenance or repairs that may affect the Services. MWFN shall also provide reasonable advance notice for any maintenance window affecting the Services. Upon MWFN's Network Operations Center (1-866-831-1661) receiving a report of any failure, interruption, or impairment of the Services from Customer, MWFN will dispatch qualified personnel to the location of the outage within four (4) hours. At the same time, the call will be escalated to MWFN's operations manager. The MWFN operations manager will work with on-call personnel to isolate and resolve the issue. All routine maintenance and repair functions and emergency maintenance and repair functions related to VoIP Services shall be governed by the Supplemental Terms and Conditions for VoIP Services, located at <https://midwestfibernetworks.com/terms-conditions-voip>].

L. DOMAIN NAMES. Customer shall indemnify MWFN, its subsidiaries and affiliates for any losses, damages, costs, expenses or liability arising from Customer's use of any domain name registered or administered on Customer's behalf that violates the service mark, trademark or other intellectual property rights of any third party. Customer irrevocably waives any claims against MWFN that may arise from the acts or omissions of domain name registries, registrars or other authorities. Any violation of this Section is deemed a material breach establishing Cause for termination.

M. DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, MWFN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MWFN SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. MWFN SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

N. DISCLAIMER OF CERTAIN DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

O. LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF MWFN TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (i) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (ii) THE AMOUNT PAID BY CUSTOMER TO MWFN UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. NOTHING IN THIS SECTION SHALL LIMIT MWFN'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; (B) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY MWFN'S NEGLIGENCE; OR (C) LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY MWFN'S NEGLIGENCE.

P. CUSTOMER ACKNOWLEDGES THAT ACCESS TO AND USE OF THE SERVICES MAY EXPOSE CUSTOMER'S DATA, COMPUTER SYSTEM AND NETWORK TO VIRUSES, ADWARE, SNOOPWARE, SPYWARE, MALWARE, HIJACKWARE, KEY LOGGERS, TROJAN HORSES, WORMS AND OTHER MALICIOUS CODE THAT MAY THREATEN THE SECURITY AND OPERATION OF CUSTOMER'S SYSTEM AND NETWORK (COLLECTIVELY, "MALICIOUS CODE"). MWFN DISCLAIMS ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES, LOSS OF DATA, OR INVASION OF CUSTOMER'S PRIVACY CAUSED BY MALICIOUS CODE CONTAINED WITHIN ANY ELECTRONIC FILE CUSTOMER ACCESSED THROUGH OR OBTAINED FROM THE SERVICES. MWFN'S MAXIMUM LIABILITY TO CUSTOMER UNDER ALL CIRCUMSTANCES RELATING TO OUR PROVISION OF THE SERVICES SHALL BE EQUAL TO THE AMOUNT PAID BY CUSTOMER TO MWFN UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION.

Q. INSECURITY OF THE INTERNET. Connection on and to the Internet creates insecurity. Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, MWFN cannot guarantee that its Network is invulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. MWFN's ability to provide Services depends in part on the reliability of the Internet and the networks of the MWFN Parties, and the Services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for its own networks by using appropriately complex passwords firewalls, encryption and updated anti-virus and anti-spyware software.

R. INDEMNIFICATION.

1. By MWFN. Subject to the limitations in this Agreement, MWFN shall indemnify and defend Customer and the Customer Parties from and against any and all claims, liens, demands, actions, judgments, costs, expenses, legal fees (including reasonable legal expenses and court costs), and other liabilities for damage to property or injury to persons to the extent arising out of or in connection with the negligent or willful misconduct of MWFN, its employees, or agents.

2. By Customer. Customer shall indemnify and defend MWFN and the MWFN Parties from and against any and all claims, liens, demands, actions, judgments, costs, expenses, legal fees (including reasonable legal expenses and court costs), and other liabilities for damage to property or injury to persons to the extent arising out of or in connection with the negligent or willful misconduct of Customer, its employees, or agents.

S. ASSIGNMENT. Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor without the prior written consent of the other party, provided that if Customer assigns this Agreement to an affiliate or successor, then such affiliate or successor must meet MWFN's creditworthiness standards and all other requirements in this Agreement. Any attempted transfer or assignment of this Agreement by either party not in accordance with the terms of this Section 3(Q) shall be null and void.

T. SERVICE MARKS, TRADEMARKS, AND NAME. Neither MWFN nor Customer shall: (i) use any service mark or trademark of the other party; or (ii) refer to the other party in connection with

any advertising, promotion, press release, or publication unless it obtains the other party's prior written approval.

U. **GOVERNING LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the state of Wisconsin, without regard to its conflict of law principles, with all disputes to be venued in Milwaukee County, Wisconsin.

V. **NOTICE.** All notices (including Customer's notice of disconnect), requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the parties at the following address. Notices will be deemed to have been given when received. Customer shall provide at least sixty (60) days' prior written notice for the disconnection of Services. Notwithstanding any such termination, Customer will remain liable for any applicable early termination charges set forth in this Agreement. Customer should contact its account representative or Customer Service if it does not receive confirmation of the disconnection from MWFN within five (5) business days after notice is deemed given.

To Customer:

Hampshire Police Department
215 Industrial Dr. Unit D
Hampshire, IL 60140
Attn: General Counsel

To MWFN:

Midwest Fiber Networks, LLC
6070 North Flint Road
Glendale, WI 53209
Attn: Contract Management

CUSTOMER OBLIGATIONS. Customer cannot resell Services to another person or entity without the express written consent of MWFN. If Customer, upon express written consent of MWFN, resells Services to end users, Customer is responsible for providing the first point of contact for end user support inquiries. Customer agrees that the Services provided hereunder may not be used primarily for personal, family, household, or any other purposes not expressly stated in this Agreement.

W. **DEMARCATATION.**

- a. Customer is responsible for use of Customer premises inside wiring to transmit the Service within Customer premises. Notwithstanding the foregoing, if requested by Customer, MWFN will connect to an in-building demarcation point at the Customer premises as follows:
 - (i) *Single tenant building:* Provided Customer arranges a suitable pathway within the structure to install fiber optic cable, MWFN will extend the network connection from the Service drop connection on the external of the premises building to a common demarcation point within the premises designated by the Customer. On a case-by-case basis, MWFN may assess a Special Construction Cost charge for a long-distance demarcation installation. Any such Special Construction Cost charge will be presented to and approved by Customer prior to MWFN construction.
 - (ii) *Multi-tenant building:* Provided Customer arranges a suitable pathway within the structure to install fiber optic cable, MWFN will extend the network connection from the Service drop connection on the external of the premises building to a

termination point in an internal room that the building owner has designated as a common telecommunications facility room. Connection from MWFN Equipment within the common telecommunications facility room to the Customer's premises shall be the responsibility of Customer.

X. **FORCE MAJEURE.** The obligations of the parties (except for the payment of money hereunder) are subject to force majeure and neither party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor dispute; accidents deemed to be the fault of neither party; acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore; lack of transportation; legal inability to access property; acts of any governmental authority; government codes, ordinances, laws, rules and regulations or restrictions; condemnation or the exercise of rights of eminent domain; war or civil disorder; acts or omissions of contractors, subcontractors and business partners; or any other cause beyond the reasonable control of either party hereto.

Y. **PERFORMANCE.** MWFN will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Services are available to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however that there will be interruptions of Services. The Services may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond MWFN's reasonable control. Temporary Service interruptions/outages for such reasons, as well as Service interruptions/outages caused by Customer Parties or by a Force Majeure event, shall not constitute a failure by MWFN to perform its obligations under this Agreement, and Customer will not hold MWFN at fault for loss of Customer revenue or lost employee productivity due to a Services outages.

Z. **SEVERABILITY.** Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction shall be deemed separate, distinct, and independent, and shall be ineffective only to the extent of such holding or determination without (i) invalidating provisions of the Agreement in that jurisdiction or (ii) affecting the legality, validity, or enforceability of such provision in any other jurisdiction.

AA. **ELECTRONIC SIGNATURE.** Customer may sign this Agreement (and subsequent orders under this Agreement) by emailing it to MWFN, in accordance with MWFN's instructions and the Electronic Signatures in the Global and National Commerce Act, as it may be amended from time-to-time (the "E-Sign Act").

BB. **ENTIRE AGREEMENT; PRECEDENCE.** This Agreement (and any attached Service Orders or other documents incorporated herein by reference) and the Supplemental VOIP Terms constitute the entire agreement between the parties with respect to the Services ordered under this Agreement and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless signed by both parties. Any requirement for a signature in this Agreement or any Amendment may be satisfied by facsimile transmission of an original signature.

[Signature Page Follows]

Customer: Hampshire Police Department

By: _____

Print Name: _____

Title: _____

Date: _____

Midwest Fiber Networks, LLC:

By: _____

Print Name: _____

Title: _____

Date: _____

28445005.4

SERVICE ORDER NO. 1



Midwest Fiber Networks

6070 N Flint Road

Glendale, WI 53209

Phone: 414-672-5612

contractmanagement@midwestfibernetworks.com

This Service Order No. 1 (this “Service Order No. 1”), dated to become effective as of _____, 2025 (“Commencement Date”) is by and between Midwest Fiber Networks, LLC (“MWFN”) and Hampshire Police Department (“Customer”).

This Service Order No. 1 is a Service Order as referenced in that certain Master Business Services Agreement between Customer and MWFN dated _____, 2025 (“Agreement”). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Service Order No. 1, the terms of this Service Order No. 1 shall govern. Capitalized terms used in this Service Order No. 1 shall have the same meaning described for them in the Agreement unless otherwise indicated. MWFN and Customer agree to be bound by all of the terms of the Agreement.

The products and services and pricing set forth below shall be available for purchase by Customer at the sites listed below, according to the terms and conditions of this Service Order No. 1 and the Master Business Service Agreement dated as of _____, 2025.

A Location:

215 Industrial Dr. Unit D. Hampshire, IL 60140

Term	Product	Price
Upon Completion Notification Until April 30, 2026	500 Mbps Fiber Internet Access	\$250.00 / per Month (MRC)
Upon Completion Notification Until April 30, 2026	/29 Static IP Addresses	\$20.00 / per Month (MRC)
60 Months – Starting May 1, 2026	500 Mbps Fiber Internet Access	\$750.00 / per Month (MRC)
60 Months – Starting May 1, 2026	/29 Static IP Addresses	\$20.00 / per Month (MRC)
One-Time Fee due upon contract execution		\$500.00 (NRC)

Customer approves and accepts the following responsibilities related to the installation of the Service:

_____ Customer will locate and mark all private underground utilities (water, electric, etc.) along
Initial path of new underground placement not covered by public utility companies.

_____ Customer may be responsible for demarcation extension as defined in Section W of the Master
Initial Business Service Agreement (page 8).

IN WITNESS WHEREOF, the parties have executed this Service Order No. 1 to become effective as of the date set forth above in this Service Order No. 1.

HAMPSHIRE POLICE DEPARTMENT

MIDWEST FIBER NETWORKS, LLC

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

VILLAGE OF HAMPSHIRE

RESOLUTION NO. 25-_____

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH MIDWEST FIBER NETWORKS LLC IN THE AMOUNT TO NOT EXCEED \$48,320 ON BEHALF OF THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) are committed to ensuring that the Village operates in a safe, efficient, economical and proper manner; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8) the Village may contract and be contracted with; and

WHEREAS, the Hampshire Police Department serves, protects, enforces laws and engages with the community to help reduce crime and promote safety within the Village; and

WHEREAS, to ensure that the Hampshire Police Department can carry out its duties, it solicited proposals for high-capacity internet service, which may include related storage, installation and equipment (collectively, the “Services”); and

WHEREAS, Midwest Fiber Networks LLC (“Midwest Fiber”) has offered to provide the Services to the Village in accordance with the terms of a master business services agreement and service order (collectively, the “Agreement”), attached hereto and incorporated herein as Group Exhibit A; and

WHEREAS, to ensure that the Hampshire Police Department can operate properly and efficiently, to the extent that any additional bidding requirements would apply to the purchase of

VILLAGE OF HAMPSHIRE

the Services, the Corporate Authorities hereby waive the same and find that the purchase of the Services is in the best interest of the public; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to authorize and approve the purchase of the Services in an amount not to exceed Forty-Eight Thousand, Three Hundred and Twenty dollars (\$48,320) in accordance with the terms of the Agreement;

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

SECTION 1. The Corporate Authorities hereby find that all of the recitals as contained in the preambles to this Resolution are full, true and correct and hereby incorporate and make them part of this Resolution.

SECTION 2. The Corporate Authorities hereby approve of and authorize the Agreement and authorize the President or his designee to execute and enter into the Agreement, with such insertions, omissions and changes as shall be approved by the Corporate Authorities. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village is authorized to allocate, spend and/or receive all necessary funds to fulfill the requirements of the Agreement and this Resolution.

SECTION 3. The officers, agents, and/or employees of the Village shall take all action necessary or reasonably required to carry out, give effect to and effectuate the purpose of this Resolution.

VILLAGE OF HAMPSHIRE

SECTION 4. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 5. That the provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7. If required by law, a full, true and complete copy of this Resolution shall be published in book or pamphlet form or in a newspaper published and of general circulation within the Village.

SECTION 8. This Resolution shall be effective and in full force immediately upon passage and approval or as otherwise provided by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

VILLAGE OF HAMPSHIRE

ADOPTED THIS ____ DAY OF _____, 2025.

AYES/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS ____ DAY OF _____, 2025.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

VILLAGE OF HAMPSHIRE

Group Exhibit A **(Agreement)**

VILLAGE OF HAMPSHIRE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE
(RESOLUTION)

I, Karen L. Stuehler, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane and McHenry Counties, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution titled:

**A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH
MIDWEST FIBER NETWORKS LLC IN THE AMOUNT TO NOT EXCEED
\$48,590 ON BEHALF OF THE VILLAGE OF HAMPSHIRE, COUNTIES OF
KANE AND MCHENRY, STATE OF ILLINOIS**

I certify that on _____, 2025, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law) passed and adopted Resolution No. _____, which was approved by the Village President on the _____ day of _____, 2025.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

A copy of such Resolution was available for public inspection upon request in the office of the Village Clerk.

DATED at Hampshire, Illinois, this _____ day of _____, 2025.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

July 10, 2025

Mr. Jay Hedges (Via Email)
Village Manager
Village of Hampshire
234 S. State Street
Hampshire, IL 60140-0457

**Re: *Pet Ag – 180 Ryan Drive
 Maintenance Bond Release
 Village of Hampshire***

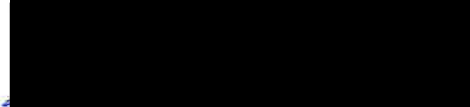
Mr. Hedges:

The public improvements for the Pet Ag project (Pet Ag site and Ryan Drive Extension) were accepted by the Village in October of 2020. The improvements were subject to a one year maintenance period and Northern Builders provided a Rider to their Public Improvement Bond to convert it to a Maintenance Bond in the amount of \$48,963.45.

The maintenance period was completed satisfactorily with no required maintenance or repairs. However, the bond was never formally released by the Village. Therefore, we recommend that the Village release the maintenance bond for the Pet Ag project, Traveler's Bond No.106924532.

If you have any questions or need additional information, please contact our office.

Respectfully Submitted,
ENGINEERING ENTERPRISES, INC.



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

TNP/me

pc: Karen Stuehler, Village Clerk (via e-mail)
 Lori Lyons, Finance Director (via e-mail)
 Mo Kahn, Assistant Village Manager (via e-mail)
 James Vasselli, Village Attorney (via e-mail)
 Kevin McDonough, Northern Builders (via e-mail)

VILLAGE OF HAMPSHIRE

RESOLUTION NO. 25-_____

A RESOLUTION APPROVING A RELEASE OF A MAINTENANCE BOND FOR THE PET-AG, INC. PROJECT AT 180 RYAN DRIVE IN THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) are committed to furthering the growth of the Village, enabling the Village to control development in the area and promoting public health, safety, comfort, morals and welfare; and

WHEREAS, pursuant to the Municipal Code of Hampshire of 1985, the Village requires applicants to submit performance bonds or other security in connection with undertaking certain improvements within the Village; and

WHEREAS, Northern Builders, Inc. or a related entity or designee undertook certain public improvements (the “Improvements”) in connection with the development of the Pet-Ag Inc. building on Ryan Drive; and

WHEREAS, the Village has accepted the Improvements, but the Improvements were subject to a maintenance bond; and

WHEREAS, Engineering Enterprises, Inc. (“EEI”) has confirmed the completion of the maintenance period and recommends releasing Travelers Bond No. 106924532 (the “Bond”) as set forth in EEI’s Recommendation (the “Recommendation”), attached hereto and incorporated herein as Exhibit A; and

VILLAGE OF HAMPSHIRE

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to release the Bond in accordance with the Recommendation;

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

SECTION 1. The Corporate Authorities hereby find that all of the recitals as contained in the preambles to this Resolution are full, true and correct and hereby incorporate and make them part of this Resolution.

SECTION 2. The Village hereby reduces and releases the Bond in accordance with the Recommendation. The President or his designee is hereby authorized to execute any documentation and take any action necessary to effectuate the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to, countersign, and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, agents, and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to, and effectuate the purpose of this Resolution and shall take all action necessary in conformity therewith. The Village is authorized to allocate, spend and/or receive all necessary funds to fulfill the requirements of this Resolution.

SECTION 3. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 4. That the provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute

VILLAGE OF HAMPSHIRE

or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 6. If required by law, a full, true and complete copy of this Resolution shall be published in book or pamphlet form or in a newspaper published and of general circulation within the Village.

SECTION 7. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

VILLAGE OF HAMPSHIRE

ADOPTED THIS __ DAY OF _____, 2025.

AYES/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2025.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

VILLAGE OF HAMPSHIRE

EXHIBIT A **(RECOMMENDATION)**

VILLAGE OF HAMPSHIRE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK'S CERTIFICATE (RESOLUTION)

I, Karen L. Stuehler, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane and McHenry Counties, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution titled:

A RESOLUTION APPROVING A RELEASE OF A MAINTENANCE BOND FOR THE PET-AG, INC. PROJECT AT 180 RYAN DRIVE IN THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS

I certify that on _____, 2025, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law) passed and adopted Resolution No. _____, which was approved by the Village President on the _____ day of _____, 2025.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

A copy of such Resolution was available for public inspection upon request in the office of the Village Clerk.

DATED at Hampshire, Illinois, this _____ day of _____, 2025.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

AGENDA SUPPLEMENT

TO: President Reid and Village Board

FROM: Lori Lyons, Finance Director

FOR: July 17, 2025 Village Board Meeting

RE: Resolutions to approve purchase of a Bobcat Forklift G33E-7 LP

Background. The Street Department is requesting authorization to purchase a Bobcat Forklift G33E-7 LP to move and lift materials. Used principally for moving materials and equipment within the new Pubic Works Facility, this equipment will aid in efficiency as well as the safety of personnel. This equipment is in the current FY 26 budget to be purchased without financing.

Analysis. Following evaluation, staff has selected a Bobcat G33E-7 LP forklift that is available through a contract secured by Sourcewell, satisfying the public bidding requirements. The budget approved by the board in April allocated \$37,000 for this purpose so the \$1,000 difference will be expended from the small tools and equipment line item.

Recommendation. Staff recommends approval of the attached resolution authorizing the purchase of a Bobcat Forklift G33E-7 LP from Doosan Bobcat – Material Handling at a cost of \$38,000.

No. 25 – XX

**A RESOLUTION AUTHORIZING THE PURCHASE OF
A BOBCAT FORKLIFT G33E-7 LP
FOR THE VILLAGE OF HAMPSHIRE**

WHEREAS, THE Village of Hampshire, Kane and McHenry Counties, Illinois (the “Village”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Village Public Works Department, Street Division operates and maintains a fleet consisting of several work trucks and large pieces of equipment, which is utilized for street operating purposes; and

WHEREAS, the Street Division has a need for a forklift to aid in operations when loading and unloading trucks, moving materials and equipment, and relocating inventory items; and

WHEREAS, the Fiscal year 2026 Village budget included a forklift within the Street Division Budget; and

WHEREAS, the Village is a member of Sourcewell a public agency that provides cooperative purchasing solutions for government and educational agencies, and

WHEREAS, Sourcewell has identified Doosan Bobcat – Material Handling (Vendor) as a qualified bidder and awarded a contract to the Vendor for the purchase of Bobcat Forklifts, specifically the G33E-7 LP, for \$38,000, and

WHEREAS, Village staff has determined that Sourcewell’s purchasing policies satisfy all competitive bidding requirements, and

WHEREAS, the Village will budget sufficient funds in the Fiscal Year 2026 budget for the purchase of the equipment, and

WHEREAS, the President and Trustees of the Village of Hampshire have determined that it is in the best interest of the Village and the public to approve the purchase of the forklift from the Vendor as set for in this resolution:

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

Section one. The purchase of upfitting a Bobcat Forklift G33E-7 LP for use by the Street Division of Public Works as specified and detailed in Exhibit A attached hereto and incorporated herein by this reference is hereby approved.

Section two. The Village Manager, or his designee, is authorized to execute, on behalf of the Village, all documents acceptable and necessary to complete the purchase of the upfitting from Vendor as authorized by and pursuant to this Ordinance.

Section three. This resolution shall take full force and effect upon its passage and approval as provided by law.

ADOPTED THIS 17th day of July 2025, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 17th day of July 2025.

Michael J. Reid, Jr.
Village President

ATTEST:

Karen Stuehler
Village Clerk



EXHIBIT A

Doosan Bobcat – Material Handling
2475 Mill Center Parkway
Buford, GA 30518

Ship To: Village of Hampshire
 , IL
Telephone:
Attention: David Starrett
Date: 7/1/2025
Quotation: JS 01552
Prepared By: Jeff Sexton



(1) Bobcat Forklifts G33E-7 LP HMC Engine 6,500 lb. Capacity

Features specific to your configuration

UL Rating	UL Rated Type LP
Brakes	Oil-Cooled Disc Brakes
Tires	Single Solid Soft-Ride 8.15-15 Drive / 6.50-10 Steer
Mast	3-Stage Full Free Triple Wide View MFH 189" OAL 86" FFH 57"
Tilt Cylinders	6° Forward / 5° Back
Sideshifter	Hang-On 44" Wide - Class III
Carriage	Hook Type 44" Wide - Class III
Forks	Hook Type - Pallet - 1.8" x 5" x 47"
Load Backrest	46" Wide x 47" High
Overhead Guard	Standard Height - 86"
Hydraulic Lines	4-Way For Sideshifter and Other Attachment
Hydraulic Control Valve	4 Section with 4 Levers
Mirrors	Large Rear View Mirrors
Seat	Vinyl Suspension Seat
Seat Belt	Orange
Direction Control	Standard - Lever Direction Control
Grab Bar	Rear Grab Bar with Horn Button
Travel Speed	Speed Control 11 MPH
LP Tank Cradle	Standard Mounting
Floor Spotlight	Front Blue LED Spotlight (Always On)
Floor Spotlight	Rear Blue LED Spotlight (Always On)
Warning Lights	Strobe - Amber - Mounted Below OHG
Warning Device	Back-Up Alarm (Outside Mount)
Front Work Lights	(2) Front Flood Lights - LED
Rear Work Lights	(1) Rear Flood Light - LED
Radiator	Standard Radiator
Side Panels	Vented Side Plate
Warranty	Bobcat Assurance - Standard 2 Year / 3,000 Hour, Powertrain 3 Year / 6,000 Hour, OCDB 5 Year / 10,000 Hour

Other Equipment & Accessories

LP TANK INSTALLED
Low LP Fuel Warning Light

Standard Equipment

Power Shift Transmission
Oil Cooled Disc Brakes
Power Steering
Tiltable Steering Column
Engine Shutdown
Dual Element Air Cleaner
LP Tank Mounting

One Tough Animal

Total Equipment And Accessories

\$ 38,000.00

Factory Lead Time: 3 units in stock in california

Total Price :**\$ 38,000.00****Terms and Conditions**

F.O.B: Bobcat DC (Buford, GA or Los Angeles, CA)

Conditions subject to change to those in effect at time of delivery..

Quoted prices are subject to tariff surcharge based on the existing federal requirements in force a the time of invoice.

Prices are subject to any sales and/or use taxes, currently in force and is not included in the price of the quote. Actual sales taxes may vary depending on future changes by any federal, state, or local governments.

If your company is Tax Exempt, please provide a copy of your Tax Exempt Certificate along with the order, otherwise your company will be taxed.

Please Note: Base rate capacity of a forklift is subject to a derated lift capacity. Mast height, attachments, tires, and forks can reduce the lifting capacity of your equipment. These items can change the stability and load centers of a forklift.

When Applicable: Electric/Battery powered equipment, the customer is responsible for installation of charger by a licensed electrician and is not included in the pricing of this quote.

Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors. Some operations and configurations may Void UL.

Please consult your sales rep for full detail

Lease offerings are subject to credit approval.

This proposal is valid for 90 days from date of proposal unless otherwise stated. Your signature on this proposal institutes a firm order.

Proposal Authorization:

Signed and accepted on behalf of:

Village of Hampshire

Signed and accepted on behalf of:

Doosan Bobcat North America – Material Handling

Signature

Signature

Jeff Sexton

Jeff Sexton

Printed Name

Printed Name

Government Account Specialist

Title

Title

7/1/2025

Date

Date

Sourcewell

Awarded Contract

Contract #053024-DIV

NASPO

ValuePoint

SUPPLIER PARTNER

AGENDA SUPPLEMENT

TO: President Reid and Village Board

FROM: Lori Lyons, Finance Director

FOR: July 17, 2025 Village Board Meeting

RE: Motion Approving Payment to Lamp Construction for the Public Works Building

Background. The Village entered into a Design-Build Contract with Lamp Construction for the Public Works Facility with a Guaranteed Maximum Price of \$14,019,429.00.

Analysis.

Total Completed to Date:	\$	1,669,903
Retainage		(76,950)
Less Prior Payments		<u>(950,179)</u>
Current Payment Due	\$	<u>642,774</u>

Detailed completion data follows this agenda supplement.

Recommendation. Staff recommends approval of a motion authorizing payment to Lamp Construction in the amount of \$642,774.

 Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: Village of Hampshire 234 S. State Street, PO Box 457 Hampshire, Illinois 60140-0457	PROJECT: Village of Hampshire New Public Works Facility SOUTH SIDE OF TOWN PLACE ROAD WEST OF NORTH STATE STREET Hampshire, Illinois 60140, Kane County	APPLICATION NO: 3 PERIOD TO: 06/30/25 CONTRACT FOR: 2316848 - Construction Manager CONTRACT DATE: 04/01/25 PROJECT NOS: 2316848	Distribution to: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR: Lamp Inc 460 N Grove Ave Elgin, Illinois 60120	VIA ARCHITECT: Kluber Architects + Engineers 41 W Benton Street Aurora, Illinois 60506		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703™, is attached.

1. ORIGINAL CONTRACT SUM	\$ 14,019,429.00
2. Net Change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 14,019,429.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ 2,003,081.00
5. RETAINAGE:	
a. 3.8% of Completed Work	
(Column D + E on G703)	\$ 73,371.00
b. 10.0% of Stored Material	
(Column F on G703)	\$ 4,700.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 78,071.00
6. TOTAL EARNED LESS RETAINAGE	\$ 1,925,010.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 1,282,236.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 642,774.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$ 12,094,419.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Lamp Inc

By: Greg Bohlin Date: June 27, 2025

State of: Illinois County of: Kane

Subscribed and sworn to before me this June 27, 2025

Notary Public: Maureen Weeks

My Commission expires: 11/22/27, #826485

State of Illinois, County of Kane

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 642,774.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Kluber Architects + Engineers

By: Chris Hansen Date: June 27, 2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 3

APPLICATION DATE: 06/24/25

PERIOD TO: 06/30/25

ARCHITECT'S PROJECT NO: 2316848

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
000	Lamp Inc: Construction Manager	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
105	03A-1 Building Concrete TOR Construction Co, Inc.	1,206,900.00	138,180.00	287,994.00	0.00	426,174.00	35.3%	780,726.00	42,617.00
110	03B-1 Precast Concrete Dukane Precast	990,000.00	0.00	51,200.00	0.00	51,200.00	5.2%	938,800.00	5,120.00
115	04A-1 Masonry G.C. Masonry Inc.	282,318.00	2,100.00	0.00	0.00	2,100.00	0.7%	280,218.00	210.00
120	05A-1 Structural Steel McKinney Steel & Sales, Inc.	619,249.00	0.00	0.00	0.00	0.00	0.0%	619,249.00	0.00
125	06A-1 General Trades Manusos General Contracting, Inc.	846,012.00	9,115.00	0.00	0.00	9,115.00	1.1%	836,897.00	911.00
130	07A-1 Roofing Weatherguard Roofing	559,965.00	0.00	2,000.00	0.00	2,000.00	0.4%	557,965.00	201.00
135	08B-1 Aluminum, Glass, & Glazing Reliant Contract Glass, Inc.	131,555.00	0.00	0.00	0.00	0.00	0.0%	131,555.00	0.00
140	09A-1 Drywall Heitkotter, Inc.	353,490.00	0.00	0.00	0.00	0.00	0.0%	353,490.00	0.00
145	09D-1 Acoustical Ceiling Alpine Acoustics	34,350.00	0.00	0.00	0.00	0.00	0.0%	34,350.00	0.00
150	09F-1 Flooring Boss Carpet One	157,172.00	0.00	0.00	0.00	0.00	0.0%	157,172.00	0.00
155	09G-1 Painting K&J Painting	156,122.00	0.00	0.00	0.00	0.00	0.0%	156,122.00	0.00
160	11A-1 Vehicle Service Equipment Standard Industrial	501,930.00	0.00	0.00	0.00	0.00	0.0%	501,930.00	0.00
165	13A-1 Fabricated Structures Bulk Storage, Inc.	428,160.00	0.00	4,800.00	0.00	4,800.00	1.1%	423,360.00	480.00

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
170	21A-1 Fire Protection Absolute Fire Protection	75,520.00	0.00	3,105.00	0.00	3,105.00	4.1%	72,415.00	311.00
175	22A-1 Plumbing Abitua Sewer, Water & Plumbing	416,380.00	3,488.00	8,980.00	0.00	12,468.00	3.0%	403,912.00	1,247.00
180	23A-1 HVAC MG Mechanical Contracting	1,163,428.00	0.00	19,102.00	0.00	19,102.00	1.6%	1,144,326.00	1,910.00
185	26A-1 Electrical Bernardoni Electric	1,011,149.00	0.00	32,120.00	47,000.00	79,120.00	7.8%	932,029.00	7,912.00
190	31A-1 Excavation Kane County Excavating	336,705.00	0.00	0.00	0.00	0.00	0.0%	336,705.00	0.00
191	Soil Remediation Allowance	250,000.00	0.00	0.00	0.00	0.00	0.0%	250,000.00	0.00
195	32A-1 Asphalt Paving Chadwick Contracting	402,538.00	0.00	88,548.00	0.00	88,548.00	22.0%	313,990.00	8,855.00
200	32C-1 Site Concrete Troch-McNeil Paving Co.	151,158.00	0.00	0.00	0.00	0.00	0.0%	151,158.00	0.00
205	32F-1 Landscaping Seasonal Concepts Landsacpe	193,611.00	0.00	0.00	0.00	0.00	0.0%	193,611.00	0.00
210	33A-1 Site Utilities Fox Excavating	413,972.00	0.00	82,972.00	0.00	82,972.00	20.0%	331,000.00	8,297.00
301	Residential Appliance Allowance	7,500.00	0.00	0.00	0.00	0.00	0.0%	7,500.00	0.00
302	Office Furniture Allowance	215,000.00	0.00	0.00	0.00	0.00	0.0%	215,000.00	0.00
303	Computer & IT Equipment Allowance	40,000.00	0.00	0.00	0.00	0.00	0.0%	40,000.00	0.00
304	Phone System Allowance	20,000.00	0.00	0.00	0.00	0.00	0.0%	20,000.00	0.00
305	A/V and Sound Systems Allowance	10,000.00	0.00	0.00	0.00	0.00	0.0%	10,000.00	0.00
306	Security System Allowance	25,000.00	0.00	0.00	0.00	0.00	0.0%	25,000.00	0.00
307	Commissioning Allowance	29,550.00	0.00	0.00	0.00	0.00	0.0%	29,550.00	0.00
308	Construction Testing Allowance	75,000.00	19,650.00	0.00	0.00	19,650.00	26.2%	55,350.00	0.00
309	Permit Fees - Building Allowance	33,208.00	0.00	0.00	0.00	0.00	0.0%	33,208.00	0.00
700	Preconstruction	40,000.00	40,000.00	0.00	0.00	40,000.00	100.0%	0.00	0.00

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
701	General Conditions (Supervision)	412,950.00	38,500.00	41,500.00	0.00	80,000.00	19.4%	332,950.00	0.00
702	Project General Conditions	221,900.00	4,500.00	3,200.00	0.00	7,700.00	3.5%	214,200.00	0.00
703	Construction Management Fee (2.5%)	295,794.00	6,388.00	16,813.00	0.00	23,201.00	7.8%	272,593.00	0.00
704	General Liability Insurance	121,693.00	121,693.00	0.00	0.00	121,693.00	100.0%	0.00	0.00
705	Builders Risk Insurance	9,365.00	9,365.00	0.00	0.00	9,365.00	100.0%	0.00	0.00
706	Performance Bond	130,201.00	130,201.00	0.00	0.00	130,201.00	100.0%	0.00	0.00
800	Contingency	585,948.00	0.00	0.00	0.00	0.00	0.0%	585,948.00	0.00
801	Owner Costs/Reimbursables (testing, inspections, commissioning, utilities, etc)	100,000.00	0.00	3,783.00	0.00	3,783.00	3.8%	96,217.00	0.00
900	Architectural/Engineering Fees	960,386.00	773,290.00	12,440.00	0.00	785,730.00	81.8%	174,656.00	0.00
901	Architectural/Engineering Reimbursables	4,250.00	1,054.00	0.00	0.00	1,054.00	24.8%	3,196.00	0.00
	GRAND TOTAL	\$14,019,429.00	\$1,297,524.00	\$658,557.00	\$47,000.00	\$2,003,081.00	14.3%	\$12,016,348.00	\$78,071.00



Village of Hampshire
234 S. State Street, Hampshire IL 60140
Phone: 847-683-2181 www.hampshireil.org

Monthly Report

TO: President Reid; Board of Trustees
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Village Board Meeting on July 17, 2025
RE: Building Report - June 2025

Building Performance Metrics	<u>June</u>	<u>Monthly Avg.</u>	<u>CY25 TTD</u>
• Total permits issued	100	68	407
○ New single-family homes	28	21.33	128
○ Townhome/duplex units	6	3	18
• Avg. plan review time	3.17	4.66	n/a
• Inspections	1099	837	5023
• Permit fees collected	\$92,523	\$71,677	\$430,061
• Other Village fees collected	\$68,220	\$55,156	\$330,935
Code Enforcement Performance Metrics	<u>June</u>	<u>Monthly Avg.</u>	<u>CY25 TTD</u>
• No. of complaints	0	0.83	5
• No. of new cases	0	0.83	5
• No. of active cases	3	n/a	n/a

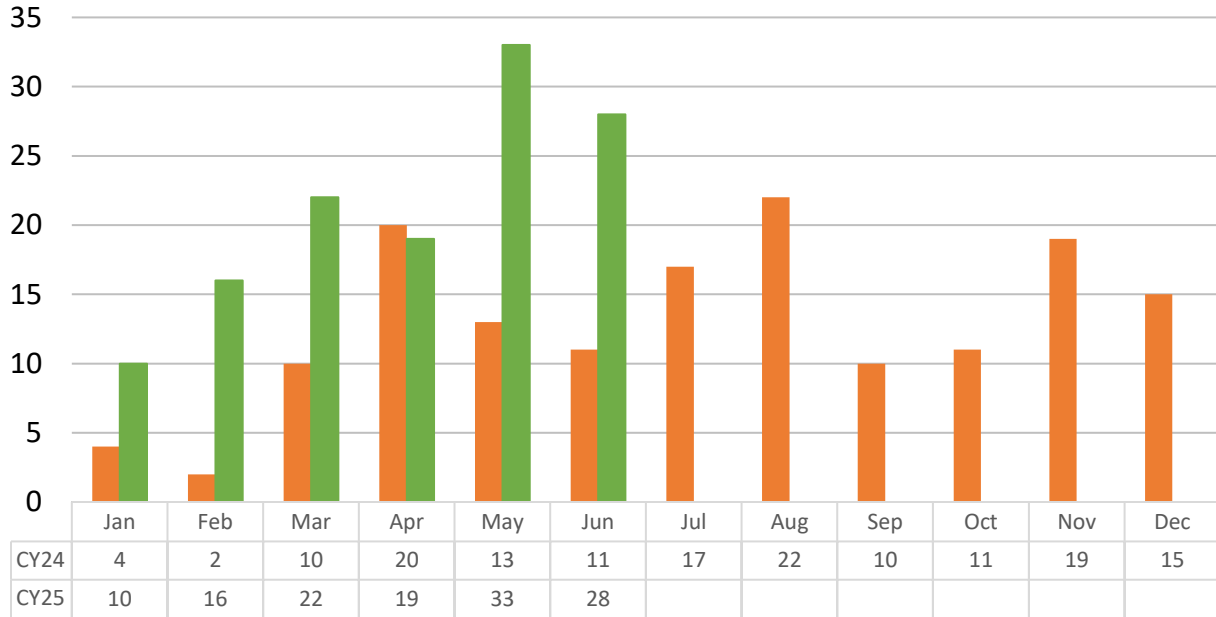
New Single-Family Detached Home Permits Issued

CY TTD

CY24: 154

CY25: 128

■ CY24 ■ CY25



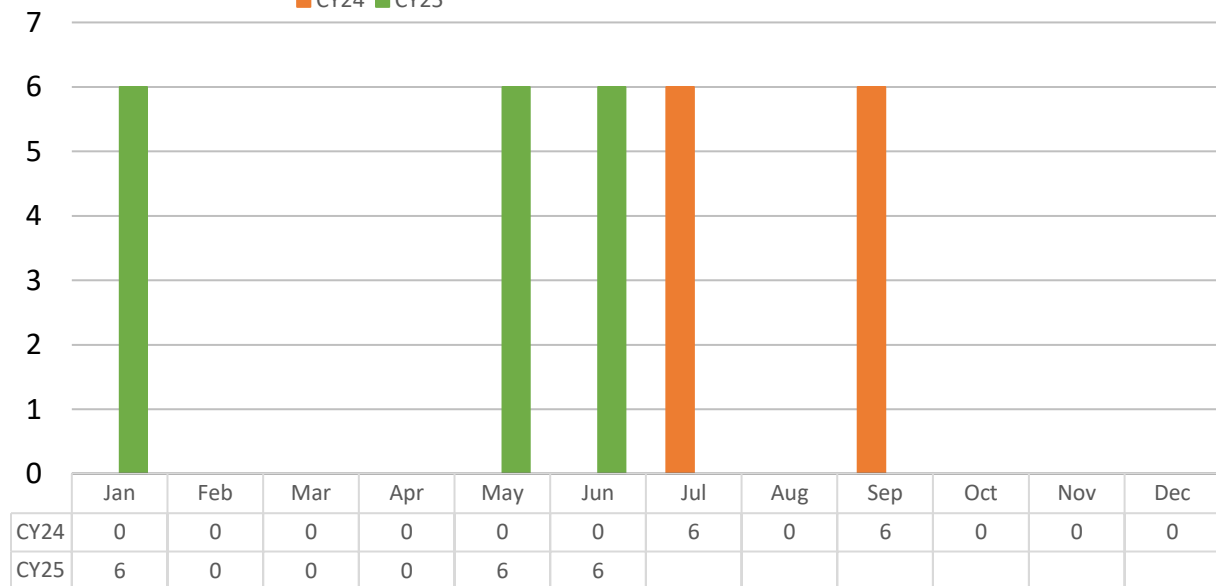
New Duplex/Townhome Units Permits Issued

CY TTD

CY24: 12

CY25: 18

■ CY24 ■ CY25





To: Village President and Board of Trustees

From: Timothy N. Paulson, P.E., CFM

Date: July 10, 2025

Re: Monthly Engineering Report

EEI Job #: HA2500-V

All:

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

Village Projects

- Safe Routes to School
 - ✓ Preliminary Design Report (PDR) – Approved
 - ✓ Phase II Engineering Design – Final Plans Submitted to IDOT
 - ✓ Phase III Engineering Agreement and Local Agency Funding Agreement submitted to IDOT
 - ✓ Scheduled for September Letting
- Park and Rinn Storm Sewer Improvements
 - ✓ Waiting on Final Grant Documentation
 - ✓ Then Move into Design
- N. State Street
 - ✓ IDOT Phase I Submittal Approved
 - ✓ Project Awarded on IDOT June Letting
 - ✓ Construction after Coon Creek Days
- Lead Service Line Removal
 - ✓ Working on Estimates

Development Projects

- Prairie Ridge K & L, M, and R
 - ✓ Home Construction Ongoing in K & L and M
 - ✓ Neighborhood R in One Year Maintenance Period
- Prairie Ridge – North of Kelley Road
 - ✓ Home Construction Ongoing
 - ✓ Construction for Prairie Ridge North Lift Station Underway
 - ✓ Plats for Neighborhoods U, V & J2 Approved in February
 - J2 Underground Infrastructure Construction Completed
 - ✓ Neighborhoods G, H, & I Engineering Approved
 - Mass Grading Completed and Underground Infrastructure Construction Underway
 - ✓ Neighborhoods W and X Engineering Submitted and Reviewed
- Tamms Farm
 - ✓ Punchlist Inspections Ongoing
 - ✓ Anticipate Acceptance of Public Improvements in 2025
- ~~Stanley North~~ ~~TRZ Self Storage~~ American General Storage Development
 - ✓ Easement Documents Resubmitted and Under Review
- Hampshire 90 Logistics Park
 - ✓ Route 20 Improvements Accepted by IDOT
 - ✓ Restoration and Basin Plantings in 2025
- Hampshire Grove (Old Dominion)
 - ✓ Improvements in One Year Maintenance Period
- Tinajero Property
 - ✓ Construction Ongoing
- Oakstead
 - ✓ Engineering Approved
 - ✓ Waiting for Schedule from Developer
 - ✓ PRV Station Design – Ongoing

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

Pc: Jay Hedges, Village Manager