Village of Hampshire
Village Board Meeting
Thursday January 10, 2013 – 7:00 PM
Hampshire Village Hall – 234 S. State Street

AGENDA

1. Call to Order
2. Establish Quorum (Physical and Electronic)
3. Pledge of Allegiance
4. Approval of Minutes – December 20, 2012
5. Village President’s Report
6. Consent Agenda
   a. Ordinance 13- : Abating taxes levied for the 2012 Tax year (Collectable in 2013) to pay debt service on the General Obligation Bonds Issued for SSA # 5 in the Village of Hampshire, Kane County, IL.
   b. Ordinance 13- : Abating taxes levied for the 2012 Tax year (Collectable in 2013) to pay debt service on the $1,600,00 – Series 2006A (Alternate Revenue Source) for the Village of Hampshire, Kane County, IL.
   c. Ordinance 13- : Abating taxes levied for the 2012 Tax year (Collectable in 2013) to pay debt service on the $1,400,00 – Series 2009A (Alternate Revenue Source) for the Village of Hampshire, Kane County, IL.
   d. Ordinance 13- : Abating taxes levied for the 2012 Tax year (Collectable in 2013) to pay debt service on the $865,000 General Obligation Bonds – Series 2003 (Alternate Revenue Source) for the Village of Hampshire, Kane County, IL.
   e. Ordinance 13 - : Abating the Village portion of the real estate taxes levied for the year 2012 (Collectable in 2013) on certain property located within the Village of Hampshire (The Elgiloy Property – PIN 01-02-105-002)
   f. Ordinance 13- : Abating taxes levied for the 2012 Tax year (Collectable in 2013) to pay debt service on the Special Service Area Bonds issued for SSA #16 in the Village of Hampshire, Kane County, IL.
   g. Ordinance 13- : Abating taxes levied for the 2012 Tax year (Collectable in 2013) to pay debt service on the Special Service Area Bonds issued for SSA #19 in the Village of Hampshire, Kane County, IL.
7. Village Administrator’s Report
   a. Approval of an Engineering Services Agreement with the Engineering Enterprises, Inc. for the Utility Main Relocation required as part of the I-90 widening and Improvement Project in the amount of $30,000.
   b. Resolution Authorizing Application for an $18,800 Grant from Kane County Riverboat Funds for the development of Memorial Park.
   c. Acceptance of the Appraisal Report from Jacobsen and Associates updating the value of an acre of improved, Residential Real Estate for Use in the Village’s Impact Fee Ordinance.
   d. Discussion on the Hampshire Grove Development.
8. Village Board Committee Reports
   a. Economic Development
   b. Finance
      i. Accounts Payables
   c. Planning/Zoning
   d. Public Safety
   e. Public Works
   f. Village Services
   g. Fields & Trails
9. New Business
10. Announcements
11. Executive Session

12. Any items to be reported out of Executive Session

13. Adjournment
CONSENT AGENDA

TO: President Magnussen and Village Board

FROM: Doug Maxeiner, Village Administrator

FOR: January 10, 2013 Village Board Meeting

RE: Ordinances Abating Taxes Levied for the 2012 Tax Year (Collectable in 2013) for Debt Service on the Following Items: 1) Debt Service on SSA #5 Bonds, 2) Debt Service on 2006A Alternate GO Bonds; 3) Debt Service on 2009A Alternate GO Bonds; and, 4) Debt Service on 2003 Alternate GO Bonds.

Background. When bonds are issued by the Village of Hampshire, the Village can either pledge a dedicated revenue source to pay the debt service (e.g., sales taxes, special service area proceeds, etc.), the full faith and credit of the municipality (i.e., property taxes), or a combination of both. When the Village pledges a dedicated revenue source backed by the full faith and credit of the municipality, property taxes must be abated when the primary dedicated revenue source is sufficient to meet the debt service demands.

Analysis. When the four bonds referenced above were issued, the Village utilized a dedicated revenue source backed by property taxes. Since the primary revenue source is sufficient to meet the debt service demands, the property taxes must be abated. Also, the recent refunding bonds issued in 2012 paid off both the 2003 and 2006A issues and completed an advance refunding on the 2009A bonds. An advance refunding simply means that funds have been set aside from the payoff the bonds when they become callable.

Recommendation. Staff recommends approval of the four attached ordinances abating taxes levied for the 2012 tax year.
AN ORDINANCE
ABATING TAXES LEVIED FOR THE 2012 TAX YEAR
(COLLECTABLE IN 2013) TO PAY DEBT SERVICE ON THE GENERAL
OBLIGATION BONDS ISSUED FOR SPECIAL SERVICE AREA #5
IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

WHEREAS, the Corporate Authorities of the Village have issued and refunded
Unlimited Ad Valorem Tax Refunding Bonds (Alternate Revenue Source Bonds) to finance
construction of a sanitary sewer force main and related improvements in Special Service Area
#5 in the Village, as originally issued in the amount of $1,650,000, according to Ordinance No .
94-34, dated October 6, 1994, in three separate ordinances as follows:

<table>
<thead>
<tr>
<th>Ordinance No.</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>98-43</td>
<td>December 17, 1998</td>
<td>$1,060,000.00</td>
</tr>
<tr>
<td>04-35</td>
<td>August 19, 2004</td>
<td>$ 160,000.00</td>
</tr>
<tr>
<td>05-30</td>
<td>August 4, 2005</td>
<td>$ 625,000.00</td>
</tr>
</tbody>
</table>

and

WHEREAS, said bonds are to be retired from sales tax revenues generated from
businesses located within the area, or in the alternative, from ad valorem real estate taxes
levied on all property within the Village; and

WHEREAS, by its Ordinance No . 98-43, Ordinance No. 04-35, and Ordinance No. 05-
30, 07-41, identified above, the Village has levied certain special taxes against the properties
located in the Special Service Area in order to pay principal and interest coming due on said
bonds; and

WHEREAS, the Village of Hampshire has on hand funds arising from its receipt of
sales taxes collected from businesses located within said Special Service Area in an amount
sufficient to pay the amount otherwise levied for payments of necessary expenses including
principal, interest, fees and audit expenses arising out of said bond issues and refundings
for the period from May 1, 2012 to April 30, 2013 ("Fiscal Year 2013"), which funds may
lawfully be used for the payment of such expenses; and

WHEREAS, the Village is authorized to abate the ad valorem taxes for
payment of debt service on said bond issues and/or refundings when it is determined that
sufficient funds are available from such other source, in this case sales taxes, which lawfully
may be applied to payment of its obligations.

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

Section 1. The Corporate Authorities hereby adopt the recitals set forth above,
and direct the application of Village sales tax receipts in an amount sufficient for the
payment of principal, interest, fees, and audit expenses arising out of bond issues and refundings for Special Service Area #5 in the Village for Fiscal Year 2013, for the bonds previously issued and refunded for construction of a sanitary sewer force main in Special Service Area #5, as evidenced by Ordinance No. 98-43, Ordinance No. 04-35, and Ordinance No. 05-30.

Section 2. The County Clerk is hereby directed to abate in its entirety the tax levy for Special Service Area #5, Long Term Debt Retirement, for the 2012 tax year (taxes collectible in 2013), as evidenced by Village of Hampshire Bond Ordinance No. 98-43, Bond Ordinance No. 04-35, and Bond Ordinance No. 05-30, and/or any other Tax Levy Ordinance, respectively, previously certified to the County Clerk.

Section 3. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of Kane County, Illinois.

Section 4. Any motion, order, resolution or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.

Section 5. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 6. This Ordinance shall take full force and effect upon its passage and approval as provided by law.

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

AYES:________________________________________

NAYS:________________________________________

ABSTAIN:_____________________________________

ABSENT:_______________________________________

APPROVED THIS ____ DAY OF ______________________, 2013.

_____________________________________
Jeffrey R. Magnussen
Village President

ATTEST:
Linda Vasquez
Village Clerk
I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on January _____, 2013, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 13 - _____, entitled:

AN ORDINANCE
ABATING TAXES LEVIED FOR THE 2012 TAX YEAR
(COLLECTABLE IN 2013) TO PAY DEBT SERVICE ON THE GENERAL
OBLIGATION BONDS ISSUED FOR SPECIAL SERVICE AREA # 5
IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this _____ day of ________________, 2013.

_____________________________________________________
Linda Vasquez
Village Clerk
State of Illinois )
County of Kane )

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Kane County, Illinois, and as such official I do further certify that on the ___ day of January, 2013, there was filed in my office a duly certified copy of Ordinance No. 13-___ entitled:

An Ordinance
Abating Taxes Levied for the 2012 Tax Year
( Collectable In 2013 ) To Pay Debt Service on the General Obligation Bonds Issued For Special Service Area # 5 in the Village of Hampshire, Kane County, Illinois

duly adopted by the President and Board of Trustees of the Village of Hampshire, Kane County, Illinois, on the ___ day of January, 2013, and that the same has been deposited in the official files and records of my office.

In Witness Whereof, I hereunto affix my official signature and the seal of said County, this ____ day of January, 2013.

____________________________________
County Clerk
Kane County, Illinois

M:\HAMP\ORD\11ABATE.ssa-5.doc
No. 13-

AN ORDINANCE
ABATING TAXES LEVIED FOR THE 2012 TAX YEAR
(COLLECTABLE IN 2013) TO PAY DEBT SERVICE ON THE $1,600,000
GENERAL OBLIGATIONS BONDS - SERIES 2006A
(ALTERNATE REVENUE SOURCE)
FOR THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

WHEREAS, the Corporate Authorities of the Village, by Ordinance No. 06-15, adopted on the 1st day of June, 2006 provided for the issuance of $1,600,000.00 General Obligation Bonds – Series 2006A (Alternate Revenue Source), for the purpose of funding certain public improvements in the Village, and for the levy of a direct annual tax sufficient to pay principal and interest and other proper expenses on the Bonds; and

WHEREAS, said bonds are by the terms of the Ordinance to be payable from certain monies, to wit: all municipal utility taxes on electricity and gas imposed pursuant to Division 11 of Article 8 of the Municipal Code (the “Pledged Revenues”), and, if necessary, from ad valorem taxes levied against taxable property within the Village; and

WHEREAS, Ordinance No. 06-15 included in its terms a levy of taxes for payment of principal and interest coming due during the period from May 1, 2012 to April 30, 2013 (“Fiscal Year 2013”); and

WHEREAS, the Village has subsequently refunded a part but not all of said Series 2006A Bonds by a new bond issuance approved December 6, 2012, in accordance with Ordinance No. 12-25, approving the issuance of certain General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012; and

WHEREAS, the Village has accumulated funds, and will have accumulated sufficient Pledged Revenues, as defined in Ordinance No. 06-15, for the purpose of paying debt service on the portion of the $1,600,000.00 General Obligation Bonds – Series 2006A (Alternate Revenue Source) remaining outstanding after said refunding; and

WHEREAS, the Village is authorized to abate certain taxes when it is determined that sufficient funds are available from any other source which lawfully may be applied to payment of its obligations.

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

Section 1. The Corporate Authorities of the Village of Hampshire adopt the recitals set forth above, and hereby direct the application of the Pledged Revenues
in an amount sufficient to pay the principal and interest due to be paid during Fiscal Year 2013 arising out of the $1,600,000 General Obligation Bonds – Series 2006A (Alternate Revenue Source).

Section 2. The County Clerk is hereby directed to abate in its entirety the tax levy for the 2012 tax year (taxes collectable in 2013) for the $1,600,000 General Obligation Bonds – Series 2006A (Alternate Revenue Source), as set out in Bond Ordinance 06-15, previously certified to the County Clerk.

Section 3. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Kane County, Illinois.

Section 4. Any motion, order, resolution, or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.

Section 5. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 6. This Ordinance shall take full force and effect upon its passage and approval as provided by law.

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

AYES: ______________________________

NAYS: ______________________________

ABSTAIN: ____________________________

ABSENT: ______________________________

APPROVED THIS _____ DAY OF JANUARY, 2013.

_______________________________
Jeffrey R. Magnussen
Village President

ATTEST:

__________________________________
Linda Vasquez
Village Clerk
I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on January __, 2013, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 13-___, entitled:

AN ORDINANCE
ABATING TAXES LEVIED FOR THE 2012 TAX YEAR
(COLLECTABLE IN 2013) TO PAY DEBT SERVICE ON THE
$1,600,000 GENERAL OBLIGATIONS BONDS - SERIES 2006A
(ALTERNATE REVENUE SOURCE)
FOR THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this ____ day of ____________________, 2013.

__________________________________________
Linda Vasquez
Village Clerk
Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Kane County, Illinois, and as such official I do further certify that on the ___ day of January, 2013, there was filed in my office a duly certified copy of Ordinance No. 13- ___ entitled:

An Ordinance
Abating Taxes Levied for the 2012 Tax Year
(Collectable In 2013) To Pay Debt Service on the $1,600,000 General Obligations Bonds - Series 2006A
(Alternate Revenue Source)
For The Village of Hampshire, Kane County, Illinois
duly adopted by the President and Board of Trustees of the Village of Hampshire, Kane County, Illinois, on the ___ day of January, 2013, and that the same has been deposited in the official files and records of my office.

In Witness Whereof, I hereunto affix my official signature and the seal of said County, this ____ day of January, 2013.

_____________________________
County Clerk
Kane County, Illinois
AN ORDINANCE
ABATING TAXES LEVIED FOR THE 2012 TAX YEAR
(COLLECTABLE IN 2013) TO PAY DEBT SERVICE ON THE
$1,400,000 GENERAL OBLIGATIONS BONDS - SERIES 2009A
(ALTERNATE REVENUE SOURCE)
FOR THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

WHEREAS, the Corporate Authorities of the Village, by Ordinance No. 06-13, adopted on the 20th day of April, 2006 provided for the issuance of not to exceed $3,000,000.00 General Obligation Bonds, for the purpose of funding certain public improvements in the Village, including roadway and sanitary sewer improvements; and

WHEREAS, the Corporate Authorities of the Village, by Ordinance No. 09-17, adopted on the 14th day of May, 2009, and pursuant to the initial authorization set forth in said Ordinance No. 06-13, authorized and provided for the issuance of $1,400,000.00 General Obligation Bonds – Series 2009A (Alternate Revenue Source), for the purpose of funding certain public improvements in the Village, including roadway improvements, and provided for the levy of a direct annual tax sufficient to pay principal and interest and other proper expense on said Bonds; and

WHEREAS, said bonds are by the terms of the Ordinance to be payable from certain monies, to wit: all municipal utility taxes on electricity and gas imposed pursuant to Division 11 of Article 8 of the Municipal Code (the "Pledged Revenues"), and, if necessary, from ad valorem taxes levied against taxable property within the Village; and

WHEREAS, Ordinance No. 09-17 included in its terms a levy of taxes for payment of principal and interest coming due during the period from May 1, 2012 to April 30, 2013 ("Fiscal Year 2013"); and

WHEREAS, the Village has accumulated funds, and will have accumulated sufficient Pledged Revenues, as defined in Ordinance No. 09-17, available for the purpose of paying said debt service; and

WHEREAS, the Village is authorized to abate certain taxes when it is determined that sufficient funds are available from any other source which lawfully may be applied to payment of its obligations.

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

Section 1. The Corporate Authorities of the Village of Hampshire adopt the recitals set forth above, and hereby direct the application of the Pledged Revenues
in an amount sufficient to pay the principal and interest due to be paid during Fiscal Year 2013 arising out of the $1,400,000 General Obligation Bonds – Series 2009A (Alternate Revenue Source).

Section 2. The County Clerk is hereby directed to abate in its entirety the tax levy for the 2012 tax year (taxes collectable in 2013) for the $1,400,000 General Obligation Bonds – Series 2009A (Alternate Revenue Source), as set out in Bond Ordinance No. 09-17, previously certified to the County Clerk.

Section 3. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Kane County, Illinois.

Section 4. Any motion, order, resolution, or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.

Section 5. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 6. This Ordinance shall take full force and effect upon its passage and approval as provided by law.

ADOPTED THIS ___ DAY OF _____________________, 2013, pursuant to roll call vote as follows:

AYES: ____________________________________________

NAYS: ____________________________________________

ABSTAIN: _________________________________________

ABSENT: __________________________________________

APPROVED THIS ___ DAY OF _____________________, 2013.

________________________________________________  Jeffrey R. Magnussen
Village President

ATTEST:

________________________________________________  

2
I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on January ___, 2013, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 13 - ___, entitled:

AN ORDINANCE
ABATING TAXES LEVIED FOR THE 2012 TAX YEAR
(COLLECTABLE IN 2013) TO PAY DEBT SERVICE ON THE
$1,400,000 GENERAL OBLIGATIONS BONDS - SERIES 2009A
(ALTERNATE REVENUE SOURCE)
FOR THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this ___ day of _____________________, 2013.

_____________________________________
Linda Vasquez
Village Clerk
State of Illinois  
)  
) SS  
County of Kane  
)  

**Filing Certificate**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Kane County, Illinois, and as such official I do further certify that on the ____ day of January, 2013, there was filed in my office a duly certified copy of Ordinance No. 13 - __ entitled:

An Ordinance  
Abating Taxes Levied for the 2012 Tax Year  
(Collectable In 2013) To Pay Debt Service on the $1,400,000 General Obligations Bonds - Series 2009A  
(Alternate Revenue Source)  
For the Village of Hampshire, Kane County, Illinois  

duly adopted by the President and Board of Trustees of the Village of Hampshire, Kane County, Illinois, on the ___ day of January, 2013, and that the same has been deposited in the official files and records of my office.

In Witness Whereof, I hereunto affix my official signature and the seal of said County, this ____ day of January, 2013.

______________________________  
County Clerk  
Kane County, Illinois
AN ORDINANCE
ABATING TAXES LEVIED FOR THE 2012 TAX YEAR
(COLLECTABLE IN 2013) TO PAY DEBT SERVICE ON THE $865,000
GENERAL OBLIGATIONS BONDS - SERIES 2003
(ALTERNATE REVENUE SOURCE) FOR THE
VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

WHEREAS, the Corporate Authorities of the Village, by Ordinance No. 03-30, adopted on the 6th day of November, 2003 provided for the issuance of $865,000.00 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2003 for the purpose of refunding bonds related to a prior bond issue, having been approved by Ordinance No. 96-6 enacted on March 21, 1996, which bonds were issued in the initial amount of $900,000 to fund the construction of a water tower and related improvements in Old Mill Manor Subdivision in the Village, and for the levy of a direct annual tax sufficient to pay principal and interest and other proper expenses on the Bonds; and

WHEREAS, said bonds are by the terms of the Ordinance to be payable from net revenues derived from the Waterworks System of the Village, and from the Village's share of state income tax payments (the "Pledged Revenues"), and, if necessary, from ad valorem taxes levied against taxable property within the Village; and

WHEREAS, the Village has subsequently refunded said Series 2003 Bonds by a new bond issuance approved on December 6, 2012, in accordance with Ordinance No. 12-25 adopted on that date, approving the issuance of certain General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012; and

WHEREAS, the Village has accumulated or will have accumulated sufficient Pledged Revenues, as defined in Ordinance No. 03-30, available for the purpose of paying the principal, interest, fees, and audit expenses arising out of said Bond Issue, as refunded, during the period from May 1, 2012 to April 30, 2013 ("Fiscal Year 2013"); and

WHEREAS, the Village is authorized to abate certain taxes when it is determined that sufficient funds are available from any other source which lawfully may be applied to payment of its obligations.

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

Section 1. The Corporate Authorities of the Village of Hampshire adopt the recitals set forth above, and hereby direct the application of the Pledged Revenues in an amount sufficient to pay principal, interest, fees, and audit expenses for Fiscal Year 2013 arising out of the $865,000 General Obligation Bonds (Alternate Revenue Source) - Series 2003, as refunded.
Section 2. The County Clerk is hereby directed to abate in its entirety the tax levy for the 2012 tax year (taxes collectible in 2013) for expenses arising out of the $865,000 General Obligation Bonds (Alternate Revenue Source), Series 2003, as set out in Ordinance No. 03-30, previously certified to the County Clerk.

Section 3. Because of the refunding recited above, the County Clerk is hereby further directed to abate entirely any and all levies of taxes from and after this date, as otherwise set out in Ordinance No. 03-30, previously certified to the County Clerk.

Section 4. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of Kane County, Illinois.

Section 5. Any motion, order, resolution or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.

Section 6. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 7. This Ordinance shall take full force and effect upon its passage and approval as provided by law.

ADOPTED this ____ day of ________________, 2013, pursuant to roll call vote as follows:

AYES:________________________________________

NAYS:________________________________________

ABSTAIN:____________________________________

ABSENT:_____________________________________

APPROVED this ____ day of ________________, 2013.

_____________________________ Jeffrey R. Magnussen
Village President

ATTEST:

_____________________________ Linda Vasquez
Village Clerk
I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on January ____, 2013, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 13 - ___, entitled:

AN ORDINANCE
ABATING TAXES LEVIED FOR THE 2012 TAX YEAR
(COLLECTABLE IN 2013) TO PAY DEBT SERVICE ON THE $865,000
GENERAL OBLIGATIONS BONDS - SERIES 2003
(ALTERNATE REVENUE SOURCE)
FOR THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this ____ day of ____________________, 2013.

__________________________________________
Linda Vasquez
Village Clerk
Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Kane County, Illinois, and as such official I do further certify that on the ___ day of January, 2013, there was filed in my office a duly certified copy of Ordinance No. 13 - ___ entitled:

An Ordinance
Abating Taxes Levied for the 2012 Tax Year
(Collectable In 2013) To Pay Debt Service on the $865,000 General Obligations Bonds - Series 2003
(Alternate Revenue Source)
For The Village Of Hampshire, Kane County, Illinois
duly adopted by the President and Board of Trustees of the Village of Hampshire, Kane County, Illinois, on the ___ day of January, 2013, and that the same has been deposited in the official files and records of my office.

In Witness Whereof, I hereunto affix my official signature and the seal of said County, this ____ day of January, 2013.

______________________________________________
County Clerk
Kane County, Illinois
CONSENT AGENDA

TO: President Magnussen and Village Board
FROM: Doug Maxeiner, Village Administrator
FOR: January 10, 2013 Village Board Meeting
RE: Ordinance Abating Taxes Levied for the 2012 Tax Year (Collectable in 2013) as Part of a 1997 Economic Incentive Agreement with Elgiloy

Background. In 1997, the Village annexed the Elgiloy property after agreeing to an economic incentive agreement with the property owner. The agreement calls for the abatement of the Village’s portion of the real estate taxes for a period of 10 years and in an amount not to exceed $160,000.

Analysis. Even though the agreement calls for the abatement of taxes beginning in 1997, the first abatement was not completed until the 2006 tax year (collected in 2007). As such, the Village should continue to abate the taxes up to and including the 2016 year or until such time that the cumulative distribution reaches $160,000. Prior to this abatement, the total amount of property taxes abated for Elgiloy totaled nearly $47,000.

Recommendation. Staff recommends approval of the attached ordinance abating taxes levied on the Elgiloy property for the 2012 tax year (collected in 2013) as specified in the 1997 Economic Incentive Agreement with Elgiloy.
AN ORDINANCE
ABATING THE VILLAGE PORTION
OF THE REAL ESTATE TAXES LEVIED FOR THE YEAR 2012
(COLLECTABLE IN 2013) ON CERTAIN PROPERTY LOCATED
WITHIN THE VILLAGE OF HAMPSHIRE
(The Eigiloy Property – PIN 01-02-105-002)

WHEREAS, the Corporate Authorities of the Village, by Ordinance No. 97-9,
adopted on April 17, 1997, approved the annexation of certain territory to the Village as
identified therein; and

WHEREAS, said territory was annexed to the Village pursuant to the terms and
conditions of a certain Annexation Agreement, duly approved by the Board of Trustees,
and by the property owner, and thereafter recorded as Doc. No. 1997 K 27230 in the
Office of the Kane County Recorder; and

WHEREAS, said Agreement provided as follows:

Conditions for Abatement of Real Estate Taxes. Village agrees to
abate the real estate taxes otherwise due and payable by Owner
on the Property, on the following terms and conditions: Village shall
abate said taxes in an amount not to exceed $160,000.00; and
Village shall each year after the date of this Agreement, enact such
ordinance or ordinances as shall be necessary to abate said taxes,
for such year or years, and in such respective amounts, as shall be
necessary to aggregate said total amount. It is understood and
agreed by and between the parties hereto that Owner is leasing the
Property to a manufacturing concern which is expanding its Illinois
operation, and this agreement to abate real estate taxes is made
pursuant to the Illinois Revenue Code, 35 ILCS 200/18-165.

WHEREAS, the abatement of taxes on the Property is due for the coming year,
neither the total number of years allowed by the Illinois Revenue Code having expired,
nor the total amount called for in the annexation agreement having been abated.

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

Section 1. The portion of real estate taxes due to the Village, including the
portion due for Village pension purposes, for PIN: 01-02-105-002, (the "Property")
which is the part of the territory annexed by Ordinance No. 97-9 devoted to
manufacturing use (known as the Elgiloy Specialty Metals facility), and owned by
Combined Metals of Chicago, LLC, shall be and is hereby abated in its entirety for the
tax year 2012 (collectable in 2013).
Section 2. The County Clerk shall abate the portion of the total real estate taxes on the Property that is due to the Village of Hampshire, including the portion due for Village pension purposes, in accordance with the provisions of this Ordinance.

Section 3. Forthwith upon the adoption of this Ordinance, the Village Clerk shall promptly file a certified copy hereof with the County Clerk of Kane County.

Section 4. Any motion, order, resolution or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.

Section 5. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 6. This Ordinance shall be in full force and effect upon its passage and approval as provided by law.

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

AYES: __________________________________________

NAYS: __________________________________________

ABSTAIN: ______ _______________________________

ABSENT: _______________________________________

APPROVED THIS _____ DAY OF JANUARY, 2013.

______________________________________________
Jeffrey R. Magnussen
Village President

ATTEST:

______________________________________________
Linda Vasquez
Village Clerk
I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on January ____, 2013, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 13 - _____. entitled:

AN ORDINANCE
ABATING THE VILLAGE PORTION
OF THE REAL ESTATE TAXES LEVIED FOR THE YEAR 2012
(COLLECTABLE IN 2013) ON CERTAIN PROPERTY LOCATED
WITHIN THE VILLAGE OF HAMPSHIRE
(The Elgiloy Property – PIN 01-02-105-002)

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this _____ day of January, 2013.

__________________________________
Linda Vasquez
Village Clerk
Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Kane County, Illinois, and as such official I do further certify that on the ___ day of January, 2013, there was filed in my office a duly certified copy of Ordinance No. 13-___ entitled:

An Ordinance
Abating the Village Portion of the Real Estate Taxes Levied for the Year 2012 (Collectable in 2013) on Certain Property Located within the Village of Hampshire (The Elgiloy Property – PIN 01-02-105-002)
duly adopted by the President and Board of Trustees of the Village of Hampshire, Kane County, Illinois, on the ___ day of January, 2013, and that the same has been deposited in the official files and records of my office.

In Witness Whereof, I hereunto affix my official signature and the seal of said County, this ___ day of January, 2013.

______________________________
County Clerk
Kane County, Illinois
BACKGROUND. The 2007A and B bonds were issued as part of the Crown Development Projects to pay for public improvements constructed in the development. Nearly all of these two bond issues were purchased and cancelled in September 2010. As such, there is no need to levy special taxes upon the properties within the SSAs in the amount originally specified and the property tax levy should be reduced through an abatement.

ANALYSIS. Since the vast majority of the debt has been purchased and cancelled, an abatement of the special tax on those properties included in the purchase and cancellation by Crown is in order. SSA #16 should be reduced from $1,607,476 to $84,113.16 requiring an abatement of $1,523,362.84. SSA #19 should be reduced from $1,616,438 to $42,062.70 requiring an abatement of $1,574,375.30. The attached ordinances, upon approval by the Village Board and filing with the County Clerk, will accomplish the necessary abatements.

RECOMMENDATION. Staff recommends approval of the two attached ordinances abating special taxes in the amount of $1,523,362.84 in SSA #16 and $1,574,375.30 in SSA #19.
No. 13 -

AN ORDINANCE
ABATING SPECIAL TAXES LEVIED FOR THE 2012 TAX YEAR
(COLLECTABLE IN 2013) TO PAY DEBT SERVICE ON THE SPECIAL
SERVICE AREA BONDS ISSUED FOR SPECIAL SERVICE AREA # 16
IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

WHEREAS, the Village has previously issued certain Special Service Area Special Tax Bonds, Series 2007A and 2007B, for its Special Service Area No. 16, pursuant to its Ordinance No. 07-41 enacted June 21, 2007; and

WHEREAS, said bonds were issued in the amount of $23,880,000 and labeled Special Service Area Number 16 ("SSA 16"), Special Tax Bonds, Series 2007A and Series 2007B (Crown Development Projects - Prairie Ridge West); and

WHEREAS, pursuant to the Tender Offer approved by the Village by its Resolution No. 10-10, enacted August 5, 2010, certain of said bonds have been purchased and cancelled as of September 3, 2010; and

WHEREAS, by its Ordinance No. 07-41, identified above, and further, by its Ordinance No. 12-40, the Village levied certain special taxes against the properties located in Special Service Area No. 16 in order to pay principal and interest coming due on said bonds; and

WHEREAS, a large portion of said bonds having been purchased and cancelled, there is no longer a need to provide for future payments of principal or interest thereon in the amounts originally estimated and levied for; and

WHEREAS, a portion of the special taxes previously levied may be abated as set forth herein.

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

Section 1. The taxes previously levied in Ordinance No. 07-41 for the 2012 Tax Year (to be collected in 2013) shall be and hereby are abated in an amount equal to $1,523,362.84.

Section 2. The County Clerk shall be and is hereby directed to abate, from the amount originally levied for special taxes for Special Service Area No. 16, for 2012 (collectable in 2013), to wit: $1,607,476.00 (as set forth in Village Ordinance No. 07-41), an amount equal to $1,523,362.84, leaving a balance of special taxes to be levied equal to $84,113.16 (as set forth in Village Ordinance No. 12-40).
Section 3. The Village Clerk shall promptly upon its adoption file a certified copy of this Ordinance with the County Clerk of Kane County, Illinois.

Section 4. Any motion, order, resolution or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.

Section 5. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 6. This Ordinance shall take full force and effect upon its passage and approval as provided by law.

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

AYES: __________________________________________

NAYS: __________________________________________

ABSTAIN: _______________________________________

ABSENT: _________________________________________

APPROVED THIS ____ DAY OF ______________________, 2013.

_________________________________
Jeffrey R. Magnussen
Village President

ATTEST:

_________________________________
Linda Vasquez
Village Clerk
I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on January ___, 2013, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 13-____, entitled:

AN ORDINANCE
ABATING TAXES LevIED FOR THE 2012 TAX YEAR
(COLLECTABLE IN 2013) TO PAY DEBT SERVICE ON THE SPECIAL
SERVICE AREA BONDS ISSUED FOR SPECIAL SERVICE AREA # 16
IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this _____ day of January, 2013.

________________________________________
Linda Vasquez
Village Clerk
I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Kane County, Illinois, and as such official I do further certify that on the ___ day of January, 2013, there was filed in my office a duly certified copy of Ordinance No. 13-___ entitled:

AN ORDINANCE
ABATING TAXES LEVIED FOR THE 2012 TAX YEAR
(COLLECTABLE IN 2013) TO PAY DEBT SERVICE ON THE SPECIAL SERVICE AREA BONDS ISSUED FOR SPECIAL SERVICE AREA # 16 IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

duly adopted by the President and Board of Trustees of the Village of Hampshire, Kane County, Illinois, on the ___ day of January, 2013, and that the same has been deposited in the official files and records of my office.

In Witness Whereof, I hereunto affix my official signature and the seal of said County, this ____ day of January, 2013.

County Clerk
Kane County, Illinois
No. 13 -

AN ORDINANCE

ABATING SPECIAL TAXES LEVIED FOR THE 2012 TAX YEAR
(COLLECTABLE IN 2013) TO PAY DEBT SERVICE ON THE SPECIAL
SERVICE AREA BONDS ISSUED FOR SPECIAL SERVICE AREA # 19
IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

WHEREAS, the Village has previously issued certain Special Service Area
Special Tax Bonds, Series 2007A and 2007B, for its Special Service Area No. 19,
pursuant to its Ordinance No. 07-41, enacted June 21, 2007; and

WHEREAS, said bonds were issued in the amount of $25,215,000 and were
labeled Special Service Area Number 19 ("SSA 19"), Special Tax Bonds, Series 2007A
and Series 2007B (Crown Development Projects - Prairie Ridge East); and

WHEREAS, pursuant to the Tender Offer approved by the Village by its
Resolution No. 10-10, enacted August 5, 2010, certain of said bonds have been
purchased and cancelled as of September 3, 2010; and

WHEREAS, by its Ordinance No. 07-41, identified above, and further, by its
Ordinance No. 12-41, the Village levied certain special taxes against the properties
located in Special Service Area No. 19, in order to pay principal and interest coming due
on said bonds; and

WHEREAS, a large portion of said bonds having been purchased and cancelled,
there is no longer a need to provide for future payments of principal or interest thereon
in the amounts originally estimated and levied for; and

WHEREAS, a portion of the special taxes previously levied may be abated as set
forth herein.

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

Section 1. The taxes previously levied in Ordinance No. 07-41 for the 2012 Tax
Year (to be collected in 2013) shall be and hereby are abated in an amount equal to
$1,601,621.30.

Section 2. The County Clerk shall be and is hereby directed to abate, from the
amount originally levied for special taxes for Special Service Area No. 19, for 2012
(collectable in 2013), to wit: $1,616,438.00, (as set forth in Village Ordinance No. 07-41),
an amount equal to $1,601,621.30, leaving a balance of special taxes to be levied equal
to $42,062.70 (as set forth in Village Ordinance No. 12-41).
Section 3. The Village Clerk shall promptly upon its adoption file a certified copy of this Ordinance with the County Clerk of Kane County, Illinois.

Section 4. Any motion, order, resolution or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.

Section 5. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 6. This Ordinance shall take full force and effect upon its passage and approval as provided by law.

ADOPTED THIS ___ DAY OF ______________________, 2013, pursuant to roll call vote as follows:

AYES: ______________________________________
NAYS: ______________________________________
ABSTAIN: __________________________________
ABSENT: ___________________________________
APPROVED THIS ___ DAY OF ____________________, 2013.

____________________________________________
Jeffrey R. Magnussen
Village President

ATTEST:

____________________________________________
Linda Vasquez
Village Clerk
I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on January __, 2013, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 13-__., entitled:

AN ORDINANCE
ABATING SPECIAL TAXES LEVIED FOR THE 2012 TAX YEAR (COLLECTABLE IN 2013) TO PAY DEBT SERVICE ON THE SPECIAL SERVICE AREA BONDS ISSUED FOR SPECIAL SERVICE AREA # 19 IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this _____ day of December, 2013.

________________________________________
Linda Vasquez
Village Clerk
Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Kane County, Illinois, and as such official I do further certify that on the ____ day of January, 2013, there was filed in my office a duly certified copy of Ordinance No. 13- ____ entitled:

AN ORDINANCE
ABATING SPECIAL TAXES LEVIED FOR THE 2012 TAX YEAR
(COLLECTABLE IN 2013) TO PAY DEBT SERVICE ON THE SPECIAL SERVICE AREA BONDS ISSUED FOR SPECIAL SERVICE AREA # 19 IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

duly adopted by the President and Board of Trustees of the Village of Hampshire, Kane County, Illinois, on the ____ day of January, 2013, and that the same has been deposited in the official files and records of my office.

In Witness Whereof, I hereunto affix my official signature and the seal of said County, this ____ day of January, 2013.

________________________________________
County Clerk
Kane County, Illinois
AGENDA SUPPLEMENT

TO: President Magnussen and Village Board
FROM: Doug Maxeiner, Village Administrator
FOR: January 10, 2013 Village Board Meeting
RE: Approval of an Engineering Services Agreement with Engineering Enterprises, Inc. for the Utility Main Relocation Required as Part of the I-90 Widening and Improvement Project in the Amount of $30,000

Background. As reported to the Board a few weeks ago, the Illinois Tollway Authority notified the Village that two utility mains running under the I-90 bridge at Route 20 were in conflict with their plans to widen and improve the tollway. The Village has these utility mains in the right-of-way with the permission of the Tollway Authority as long as the Village agrees to relocate or move the mains as needed by the Authority. The Tollway Authority is now requesting that the Village move these mains and in an expedited fashion. The design work on the relocation was to be complete and to the Authority’s engineers by January 4th with the project ready to bid on January 10th. As such, the Village Engineer was directed to proceed with the design to meet these deadlines. The engineer’s estimate on the relocation project is $150,000.

Analysis. The engineering services agreement includes $15,000 for design engineering and $15,000 for construction engineering. The involvement of the Village Engineer in the project will be significant in light of the fact that all businesses north of Route 20 will be affected by any disruption of service caused by the relocation. The project will require extensive planning on the cutover to minimize service interruptions.

Recommendation. Staff recommends approval of the engineering services agreement with EEI in the amount of $30,000 for the Utility Main relocation project as part of the I-90 widening and improvement project.
January 8, 2013

Mr. Doug Maxeiner  
Village Administrator  
Village of Hampshire  
234 South State Street  
P.O. Box 457  
Hampshire, IL 60140-0457

Re: Professional Engineering Services for  
I-90 Improvements  
Village of Hampshire, Kane County, Illinois

Mr. Maxeiner:

We are pleased to submit the contract for professional design and construction engineering services for the I-90 Improvements. We have attached two (2) copies of the contract and supporting documentation for your review.

An exhibit presenting the project schedule is included as an attachment to the contract.

Once again, thank you for this opportunity. If you have any questions, please do not hesitate to call.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.  
Vice President

BPS/arf

Enclosures

pc: Mr. Jeff Magnussen, Village President  
Mr. Marty Ebert, Village Trustee  
Ms. Linda Vasquez, Village Clerk  
DMT, JAM, EEI
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement, made this ____ day of ____________, 20 ____, by and between the Village of Hampshire, Kane County, Illinois, hereafter referred to as the OWNER, and Engineering Enterprises, Inc., Sugar Grove, Illinois hereinafter referred to as the ENGINEER:

The OWNER intends to construct the Force Main Improvements as shown in Exhibit A in the Village of Hampshire, Kane County, State of Illinois and for which the ENGINEER agrees to perform the various professional engineering services for the design of said improvements and construction of the improvements.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES

The ENGINEER shall furnish professional design engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.

2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare an opinion of probable construction costs based on final design for the entire project. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.

3. The contract documents furnished by the ENGINEER under Section A-2 shall utilize IDOT endorsed construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates.

4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 2 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The
cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.

5. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.

7. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.

8. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies in accordance with the periods summarized in Attachment B, dated January 8, 2013.

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER.

SECTION B – PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

The ENGINEER shall furnish professional construction engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.
2. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the drawings the action taken. Such action shall be taken with reasonable promptness.

3. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the Contractor(s). The ENGINEER will not, however, guarantee the performance by any Contractor.

4. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).

5. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the Contract Documents.

6. The ENGINEER will provide general engineering review of the work of the Contractor(s) as construction progresses to ascertain that the Contractor is conforming with the design concept.

   (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders to the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).

   (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

7. The ENGINEER will provide resident construction observation. Construction observation shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the Contract Documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the Contractor(s) of Contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the Contractor's performance; and shall not impose upon the ENGINEER any obligation to see
that the work is performed in a safe manner. Attachment A – The Limitations of Authority, Duties and Responsibilities of the Resident Construction Observer is attached to this Agreement.

8. The ENGINEER will cooperate and work closely with representatives of the OWNER.

9. Based on ENGINEER’s on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the Contractor(s), the ENGINEER:

(a) Shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER’s knowledge, information and belief, the quality of work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).

(b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)’ work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER’s review of Contractor(s)’ work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

10. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.
11. The ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

12. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.

13. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer and from the resident construction observer's construction data.

14. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.

15. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction from the OWNER in initial project operation and maintenance, but will not include supervision of normal operation of the system. Such consultation and advice shall be at the hourly rate as described in the attached "Standard Schedule of Charges", dated January 1, 2008. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.

16. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.

17. The ENGINEER will provide Professional Construction Engineering Services on the project(s) in accordance with the periods summarized in Attachment B, dated January 8, 2013.
If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER.

SECTION C – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for the professional design engineering services (Final Design Engineering) as estimated on Attachment C on the basis of Hourly Rates – HR as described on the attached “Standard Schedule of Charges” dated January 1, 2008, plus reimbursement for out-of-pocket expenses. The estimated values are included in Attachment C.

   (a) The compensation for the Final Design Engineering services shall be payable as follows:

   (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

2. The OWNER shall compensate the ENGINEER for construction observation (including the Resident Construction Observer), as estimated on Attachment B on the basis of Hourly Rates – HR as described on the attached “Standard Schedule of Charges” dated January 1, 2008, plus reimbursement for out-of-pocket expenses. The estimated values are included in Attachment C.

   (a) The compensation for the construction observation (including the Resident Construction Observer) shall be payable as follows:

   (2) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

SECTION D – ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Laboratory tests, well tests, borings, specialized geological soils hydraulic, or other studies recommended by the ENGINEER.
2. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.

3. Necessary data and filing maps for litigation, such as condemnation.

4. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER.

5. Appearances before courts or boards on matters of litigation or hearings related to the project.

6. Preparation of environmental impact assessments or environmental impact statements.

7. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.

8. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.

9. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.

10. Preparation of design documents for alternate bids where major changes require additional documents.

11. Preparation of detailed renderings, exhibits or scale models for the Project.

12. Providing special analysis of the OWNER’s needs such as owning and operating analysis, plan for operation and maintenance, OWNER’s special operating drawings or charts, and any other similar analysis.

13. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.

14. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the Contractor, and/or (3) the Contractor’s default on the Construction Contract due to delinquency or insolvency.

15. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
16. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section F – SPECIAL PROVISIONS – Owner’s Responsibilities.

Payment for the services specified in this Section shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period. Payment for services noted in this Section D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR), as agreed between the parties. Actual cost items will be passed through at cost plus 10%.

SECTION E – INTEREST ON UNPAID SUMS

OWNER shall make all payments to ENGINEER in accord with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., including but not limited to the penalty provisions contained therein.

SECTION F – SPECIAL PROVISIONS

1. OWNER’S RESPONSIBILITIES

   (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER’s requirements for the Project.

   (b) Designate a person authorized to act as the OWNER’s representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER’s policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER’s services.

   (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
(d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the Contractor.

(e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.

(f) In the event that the OWNER shall bring any suit, cause of action or counterclaim against the ENGINEER, to the extent that the ENGINEER shall prevail, the party initiating such action shall pay to the ENGINEER the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the ENGINEER indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

(g) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(h) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

(i) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the Contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.

2. All original documents, including but not limited to ideas, designs, drawings and specifications, are to remain the property of the ENGINEER, however, the ENGINEER shall provide signed duplicate originals of same to the OWNER. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

3. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
4. **Extent of Agreement** - This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instrument signed by the OWNER and the ENGINEER.

5. **Governing Law** - Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the principal place of business of the ENGINEER.

6. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

7. The ENGINEER has not been retained or compensated to provide design services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the Contractor to perform his work but not relating to the final or completed structure; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

8. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.

9. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost estimator.

10. **TERMINATION**

    (a) Should the OWNER decide to abandon, discontinue, or terminate the Project at any stage of development, the ENGINEER shall receive seven (7) days written notice and be compensated for their services through the appropriate fee schedule provided for in the Agreement to date of abandonment, discontinuance or termination.
(b) In the event the project is delayed for causes beyond the control of the ENGINEER for a period of six months or more, the ENGINEER shall be paid for his services to the beginning of the delay on the basis of actual cost plus 125% to cover profit, overhead and readiness to serve – "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expense will be reimbursed to the ENGINEER at his actual cost.
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

(SEAL)

OWNER: Village of Hampshire

By ____________________________

ATTEST ____________________________

Print Name  Jefferson Magnussen

Title  Village President

Date ____________________________

(SEAL)

ENGINEER: Engineering Enterprises, Inc.

By ____________________________

ATTEST ____________________________

Print Name  Bradley P. Sanderson, P.E.

Title  Vice President

Date  January 8, 2013
ATTACHMENT A

to

Agreement for Professional Engineering Services

THE LIMITATIONS OF AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE RESIDENT CONSTRUCTION OBSERVER ARE AS FOLLOWS:

1. The Resident Construction Observer shall act under the direct supervision of the ENGINEER, shall be the ENGINEER's agent in all matters relating to on-site construction review of the Contractor's work, shall communicate only with the ENGINEER and the Contractor (or Contractors), and shall communicate with subcontractors only through the Contractor or his authorized superintendent. The OWNER shall communicate with the Resident Construction Observer only through the ENGINEER.

2. The Resident Construction Observer shall review and inspect on-site construction activities of the Contractor relating to portions of the Project designed and specified by the Engineer as contained in the Construction Contract Documents.

3. Specifically omitted from the Resident Construction Observer's duties are any review of the Contractor's safety precautions, or the means, methods, sequences, or procedures required for the Contractor to perform the work but not relating to the final or completed Project. Omitted design or review services include but are not limited to shoring, scaffolding, underpinning, temporary retention of excavations and any erection methods and temporary bracing.

4. The specific duties and responsibilities of the Resident Construction Observer are enumerated as follows:

(a) Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor and consult with ENGINEER concerning their acceptability.

(b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
ATTACHMENT A – CONT’D

(c) Liaison:

(1) Serve as ENGINEER’s liaison with Contractor, working principally through Contractor’s superintendent and assist him in understanding the intent of the Contract Documents.

(2) Assist ENGINEER in serving as OWNER’s liaison with Contractor when Contractor’s operations affect OWNER’s on-site operations.

(3) As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper erection of the work.

(d) Shop Drawings and Samples:

(1) Receive and record date of receipt of Shop Drawings and samples.

(2) Receive samples which are furnished at the site by Contractor, and notify ENGINEER of their availability for examination.

(3) Advise ENGINEER and Contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

(e) Review of Work, Rejection of Defective Work, Inspections and Tests:

(1) Conduct on-site inspection of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.

(2) Report to ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, test or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.
(3) Verify that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.

(4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.

(f) Interpretation of Contract Documents: Transmit to Contractor ENGINEER's clarifications and interpretations of the Contract Documents.

(g) Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.

(h) Records:

(1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

(2) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.
ATTACHMENT A – CONT’D

(3) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

(i) Reports:

(1) Furnish ENGINEER periodic reports as required of progress of the work and Contractor’s compliance with the approved progress schedule and schedule of Shop Drawing submissions.

(2) Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the work.

(3) Report immediately to ENGINEER upon the occurrence of any accident.

(j) Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

(k) Certificates, Maintenance and Operating Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.

(l) Completion:

(1) Before ENGINEER issues a Statement of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

(2) Conduct final review in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

(3) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
## ATTACHMENT B: SCHEDULE
### I-90 IMPROVEMENTS
#### Village of Hampshire, Kane County, Illinois

<table>
<thead>
<tr>
<th>Project</th>
<th>Work Items</th>
<th>2013</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>J</td>
</tr>
<tr>
<td>I-90 IMPROVEMENTS</td>
<td>Final Design</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Agency Review</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bidding and Contracting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Construction</td>
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</tr>
</tbody>
</table>

### LEGEND
- Design
- Agency Review
- Bidding and Contracting
- Construction

G:\Public\Hampshire\2012\IA1224 I-90 Improvements\PSA\PropTas\Schedule.xls\schedule
**ATTACHMENT C: SUMMARY OF COMPENSATION FOR PROFESSIONAL ENGINEERING SERVICES**

I-90 IMPROVEMENTS
Village of Hampshire, Kane County, Illinois

<table>
<thead>
<tr>
<th>Location</th>
<th>Estimated Constr. Costs</th>
<th>DESIGN ENGINEERING (CONTRACT = HF)</th>
<th>CONSTRUCTION ENGINEERING (CONTRACT = HR)</th>
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</thead>
<tbody>
<tr>
<td>I-90 IMPROVEMENTS</td>
<td>$154,250</td>
<td>$15,000</td>
<td>$15,000</td>
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</table>

**CONTRACT DESIGNATIONS**

AC = Actual Cost
FF = Fixed Fee
# STANDARD SCHEDULE OF CHARGES

January 1, 2008  
(Effective until December 31\textsuperscript{st}, 2010)

<table>
<thead>
<tr>
<th>EMPLOYEE DESIGNATION</th>
<th>CLASSIFICATION</th>
<th>HOURLY RATE</th>
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<tbody>
<tr>
<td>Senior Principal</td>
<td>E-4</td>
<td>$171.00</td>
</tr>
<tr>
<td>Expert Testimony</td>
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<tr>
<td>Principal</td>
<td>E-3</td>
<td>$162.00</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>E-2</td>
<td>$150.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>E-1</td>
<td>$138.00</td>
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<tr>
<td>Senior Project Engineer/Planner/Surveyor II</td>
<td>P-6</td>
<td>$126.00</td>
</tr>
<tr>
<td>Senior Project Engineer/Planner/Surveyor I</td>
<td>P-5</td>
<td>$117.00</td>
</tr>
<tr>
<td>Project Engineer/Planner/Surveyor</td>
<td>P-4</td>
<td>$108.00</td>
</tr>
<tr>
<td>Senior Engineer/Planner/Surveyor</td>
<td>P-3</td>
<td>$99.00</td>
</tr>
<tr>
<td>Engineer/Planner/Surveyor</td>
<td>P-2</td>
<td>$90.00</td>
</tr>
<tr>
<td>Associate Engineer/Planner/Surveyor</td>
<td>P-1</td>
<td>$81.00</td>
</tr>
<tr>
<td>Senior Project Technician II</td>
<td>T-6</td>
<td>$117.00</td>
</tr>
<tr>
<td>Senior Project Technician I</td>
<td>T-5</td>
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</tr>
<tr>
<td>Project Technician</td>
<td>T-4</td>
<td>$99.00</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>T-3</td>
<td>$90.00</td>
</tr>
<tr>
<td>Technician</td>
<td>T-2</td>
<td>$81.00</td>
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<tr>
<td>Associate Technician</td>
<td>T-1</td>
<td>$72.00</td>
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<tr>
<td>Administrative Assistant</td>
<td>A-3</td>
<td>$78.00</td>
</tr>
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**CREW RATES, VEHICLES AND REPROGRAPHICS**

- **1 Man Field Crew with Standard Survey Equipment**  $129.00
- **2 Man Field Crew with Standard Survey Equipment**  $201.00
- **1 Man Field Crew with RTS or GPS**  $159.00
- **2 Man Field Crew with RTS or GPS**  $231.00
- **Vehicle for Construction Observation**  $15.00
- **In-House Scanning and Reproduction**  $0.25/Sq. Ft. (Black & White)  $0.00/Sq. Ft. (Color)

*RTS = Robotic Total Station / GPS = Global Positioning System

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**Consulting Engineers Specializing in Civil Engineering and Land Surveying**
TO: President Magnussen and Village Board

FROM: Doug Maxeiner, Village Administrator

FOR: January 10, 2013 Village Board Meeting

RE: Resolution Authorizing Application for an $18,800 Grant from Kane County Riverboat Funds for the Development of Memorial Park

Background. A few weeks back, Trustee Ruth asked me to submit a grant application for Riverboat Funds from Kane County to assist in the development of Memorial Park. Trustee Ruth suggested that the application should be for the cost of purchasing a gazebo ($4,000) and the installation of the bike path along the eastern edge of the parcel ($14,800). Upon investigation of the grant process shortly before the holidays, it became apparent that the grant application was due on January 7th prior to the next meeting of the Village Board.

As such, the attached grant application was submitted to the County. However, a resolution is required from the Village Board supporting the grant application. If the Board does not support the resolution, the grant application will simply be withdrawn.

Analysis. The total budget for the project is approximately $62,500 and includes construction of a parking area in addition to other amenities. The project schedule has been identified as a two-year project with completion by November 1, 2014. The project budget and the financial requirements of the Village are realistic in light of the resources available.

Recommendation. Staff recommends approval of the resolution authorizing the application for an $18,800 grant from Kane County’s Riverboat Funds to assist in the development of Memorial Park.
A RESOLUTION
AUTHORIZING APPLICATION FOR KANE COUNTY RIVERBOAT FUNDS AND
EXECUTION OF ALL NECESSARY DOCUMENTS

WHEREAS, the Village of Hampshire has determined that it is in the its best
interests to submit an application for Kane County Riverboat Funds in the amount of
$18,800 to assist in the development of Memorial Park; and

WHEREAS, said project will allow residents of the Village and Kane County to
participate in passive recreation activities on the site, facilitate the pedestrian and
bicycle traffic along State Street south of Route 72, beautify a strategically located
parcel in a vital retail corridor, and provide opportunities to memorialize prominent local
residents; and

WHEREAS, the Kane County Board must approve said application and will
require the Village of Hampshire to execute a Funding Agreement and other necessary
documents upon such approval.

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

1. That the Village President is hereby authorized to execute the 2013 Kane
County Riverboat Fund Program Application, a Funding Agreement and other
necessary documents upon approval of the application by the Kane County Board.

2. That, upon approval of the application by the Kane County Board, the
Village Administrator is hereby authorized to submit responses to requests for
documentation from Kane County and to submit requests for payment to Kane County
requesting the dispersal of funds.

BE IT FURTHER RESOLVED, that any changes to the above stated project
description must be approved by the Village Board of the Village of Hampshire.
ADOPTED this ___ day of January, 2013, as follows:

AYES: 

NAYS: 

ABSTAIN: 

ABSENT: 

APPROVED this ___ day of January, 2013.

______________________________
Jeffrey R. Magnussen
Village President

ATTEST:

______________________________
Linda Vasquez
Village Clerk
I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on December 20, 2012, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Resolution No. 13 - ____, entitled:

A RESOLUTION
AUTHORIZING APPLICATION FOR KANE COUNTY RIVERBOAT FUNDS AND EXECUTION OF ALL NECESSARY DOCUMENTS

and that the attached copy of same is a true and accurate copy of the original such Resolution on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this _____ day of ________________________, 2013.

________________________________________
Linda Vasquez
Village Clerk

2. Contact Person: Douglas K. Maxeiner, Village Administrator

3. Address, City, Zip Code: 234 S. State Street, P.O. Box 457

4. E-Mail: dmaxeiner@hampshireil.org

5. Fed Emp ID #: 36-6005913

6. Phone: 847-683-2181 x26

7. Project Category: [ ] Education [X] Environment [ ] Economic Development

8. Number of people benefiting from this project: 5,563

9. Amount Requested: $18,800

10. What geographic area of the County will this project benefit? (Indicate municipalities or designate N, S, E, W, entire county, for example) Village of Hampshire and unincorporated Hampshire Township

11. Check below all the populations and that will benefit from this project. (Check all that apply)

[ ] Children or Youth [ ] Seniors [ ] Physically Disabled [ ] Mentally Disabled [X] All County Residents

[ ] Persons in Crisis [ ] Homeless [ ] Medical/Dental Care [ ] Low Income

Other Populations Served, if not noted above:

12. Please provide a brief project description and the goals of your project.

(A detailed description should be provided in your Executive Summary)

The Village intends to develop a small park (Memorial Park) on a Village owned parcel located at the southeast corner of Illinois Route 72 and State Street. Created by the construction of State Street south of Rt. 72 and the realignment of Getzelman Rd., this oddly shaped triangular parcel, approximately 6/10ths of an acre in size, is in a prime location in the heart of the Village. However, commercial potential of the parcel is limited due to flood plain issues. The Village has identified the parcel as a potential park site to provide a small gathering space featuring grills, picnic tables, recreational paths, and passive use recreation features. The park may also feature various monuments and/or memorial components allowing for public space to honor those that have served in the armed forces or other prominent Hampshire residents.

13. Number of full or part-time jobs that will be created or maintained by this project: 0

14. Expected Project Start Date: May 1, 2013

15. Expected Completion Date: November 1, 2014

16. Have you previously been awarded riverboat funding? [X] Yes [ ] No

17. Have you previously been awarded Community Development Block Grant funds from Kane County? [ ] Yes [X] No

18. Is this project for capital expenses and not for ongoing operating expenses? [X] Yes [ ] No

19. Is this application for a political organization or one that can influence legislation? [ ] Yes [X] No

20. Is this project for research funding? [ ] Yes [X] No

21. Is this project request from an individual? [X] Yes [ ] No
<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>For:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item (1)</td>
<td>$14,800</td>
<td>Eight Foot Wide Bike Path along the eastern edge of the parcel</td>
</tr>
<tr>
<td>Item (2)</td>
<td>$4,000</td>
<td>12' Gazebo w/ base and floor</td>
</tr>
<tr>
<td>Item (3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item (4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item (5)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6a. List types of in-kind contributions anticipated for this project:

- Trees, shrubs and floral plantings.

Please check boxes below if applicable:

☒ 7. This is a project that will be completed in multiple phases.

☐ 8. Kane County has contributed funds for other phases of this project in the past.
Attachment A – Executive Summary

The Village of Hampshire is seeking Riverboat funds to assist in the development of a small community park that will enhance the southern retail district, provide a centralized, passive use recreational opportunity for Village and County residents, and provide for an opportunity to recognize those that have served the Village in the armed forces or in other service capacities.

The parcel slated for the park is a small, Village owned parcel that was created during the construction of State Street south of Rt. 72 and the relocation of Getzelman Road. The parcel is approximately 6/10ths of an acre and is highly visible from both State Street and Route 72. The parcel is not conducive to commercial development due to flood plain issues in the northern half of the parcel.

The concept for the potential park is to provide for passive use recreational opportunities taking advantage of a small stream traversing the property while allowing Village and County residents to enjoy grilling and picnicking on the site. In addition, the Village hopes to install a bike path along the western edge of the parcel to facilitate pedestrian and bike traffic from the developed subdivisions to the south and the central business district to the north.

The benefits to the Village and County will be the beautification of a highly visible site in one of the Village’s prime retail districts, the facilitation of pedestrian and bicycle traffic north and south along State Street south of Route 72, and the opportunity for passive recreation uses. In addition, the park will provide an opportunity for the memorialization of local residents.

The total project budget is approximately $62,500 including $16,000 for a small parking area, nearly $15,000 for the bike path, $4,000 for a 12’ gazebo, and $27,700 in landscaping, signage, picnic tables, a permanently fixed grill, and other amenities. In addition to the Riverboat Grant request of $18,800, the Village will be funding approximately $43,000 of the remainder of the project. In-kind services will be sought for the planting of trees, shrubs, and flowers.
Attachment B
Memorial Park Development Budget

Project Budget:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering</td>
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</tr>
<tr>
<td>Bikepath</td>
<td>14,800</td>
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<tr>
<td>Flagpole</td>
<td>700</td>
</tr>
<tr>
<td>Fixed Grille</td>
<td>1,000</td>
</tr>
<tr>
<td>Picnic Tables</td>
<td>2,400</td>
</tr>
<tr>
<td>Landscaping</td>
<td>10,000</td>
</tr>
<tr>
<td>Parking Lot</td>
<td>16,000</td>
</tr>
<tr>
<td>Gazebo</td>
<td>4,000</td>
</tr>
<tr>
<td>Signage</td>
<td>2,000</td>
</tr>
<tr>
<td>Contingency</td>
<td>8,600</td>
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<tr>
<td><strong>Total Project Budget</strong></td>
<td><strong>62,500</strong></td>
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Project Funding Sources:

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<tr>
<td>Village of Hampshire</td>
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<td>Not-for-Profit Participation</td>
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<td>In-Kind Donations</td>
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<tr>
<td>Riverboat Grant</td>
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<td><strong>Grand Total</strong></td>
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Project Schedule:

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<tr>
<td>Concept Engineering</td>
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<tr>
<td>Flagpole Installation</td>
<td>Complete</td>
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<td>Engineering Plans/Specifications</td>
<td>Pending Village Direction</td>
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<td>Public Notice to Bidders</td>
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<tr>
<td>Award Construction Bids (Bikepath)</td>
<td>June 1, 2013</td>
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<tr>
<td>Construction of Bike Path (Start)</td>
<td>June 10, 2013</td>
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<tr>
<td>Gazebo Construction (Inhouse)</td>
<td>July 1, 2013</td>
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<tr>
<td>Grille, Waste Receptacle, Picnic Tables</td>
<td>August 1, 2013</td>
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<tr>
<td>Landscaping</td>
<td>September 2013 to November 2014</td>
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<tr>
<td>Project Completion Date</td>
<td>November 1, 2014</td>
</tr>
</tbody>
</table>
Attachment C
Quotations and Costs

Quotation from Menards for a 12’ Gazebo attached.

Engineering estimates prepared by the Village Engineer (EEI) for sidewalk, bike path, and parking lot attached.
Product Description

Expand your outdoor living space with this attractive and affordable gazebo. Crafted from select tig-knot cedar; includes a metal cap and wooden finial for a finished look. Decorative spindle styling. Shingles to match your home. GAZEBO SHOWN WITH OPTIONAL ACCESSORIES (Floor, shingles, roofing felt, roof edge, and roofing nails sold separately). Check with your local code authority before placing your order.

- Panelized construction for easy assembly
- Decorative spindle styling
- Hardware and instructions included
- 15-year limited warranty

Dimensions: 12' 4" d x 9' 9" h

Vendor: Handy Home

Optional Accessories

- 12' San Marino Cupola - 10 sides
- 12' San Marino Screen Kit - 10 sides
- 12' San Marino 2 Tier Roof - 10 sides
- 12' San Marino Floor - 10 sides

Please enter your location to get pricing and status for your local store.

Please Note: Prices, promotions, styles and availability may vary by store and online. While we do our best to provide accurate item availability information, we cannot guarantee in-stock status and availability as item quantities are constantly changing throughout the day. Inventory last updated 1/7/2013 at 5:00am CST. Rebates are an in-store service; therefore online purchases do not qualify towards rebate redemption.
Product Description

Add a floor kit to your gazebo. Features select light-knot cedar deck. Pressure-treated framing. Pre-drilled, factory sub-assembled floor panels. Stain to suit your decorative taste (stain sold separately).

- Pressure-treated framing
- Pre-drilled, factory sub-assembled floor panels
- Select light-knot cedar deck
- Hardware and instructions included
- Stain to suit your decorative taste (stain sold separately)

Dimensions: 12' w x 12' d x 4.50" h

Vendor: Handy Home

Please Note: Prices, promotions, styles and availability may vary by store and online. While we do our best to provide accurate item availability information, we cannot guarantee in-stock status and availability as item quantities are constantly changing throughout the day. Inventory last updated 11/7/2013 at 5:00am CST. Rebates are an in-store service; therefore online purchases do not qualify towards rebate redemption.
## PRELIMINARY COST ESTIMATE
### MEMORIAL PARK
Village of Hampshire, Kane County, IL

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>PRICE</th>
<th>COST</th>
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<tr>
<td><strong>SIDEWALK (5')</strong></td>
<td></td>
<td></td>
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<tr>
<td>1 EXCAVATION</td>
<td>SQ. YD.</td>
<td>225</td>
<td>$5.00</td>
<td>$1,125.00</td>
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<tr>
<td>2 PCC SIDEWALK, 5' (INCLUDES AGGREGATE BASE)</td>
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<td>$5.00</td>
<td>$10,000.00</td>
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<tr>
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<td>$12.00</td>
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<td>4 TRAFFIC CONTROL AND PROTECTION</td>
<td>LUMP SUM</td>
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<td>$2,000.00</td>
<td>$2,000.00</td>
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<tr>
<td><strong>SUB-TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>16,325.00</td>
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<tr>
<td><strong>CONTINGENCY (10%)</strong></td>
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<td></td>
<td></td>
<td>1,632.50</td>
</tr>
<tr>
<td><strong>TOTAL ESTIMATED COST OF CONSTRUCTION</strong></td>
<td></td>
<td></td>
<td></td>
<td>17,957.50</td>
</tr>
</tbody>
</table>

| **BIKE PATH (8')** | | | | |
| 1 EXCAVATION | SQ. YD. | 356 | 5.00 | 1,780.00 |
| 2 HMA SURFACE COURSE, 8'' | TON | 65 | 75.00 | 4,875.00 |
| 3 BIKE PATH AGGREGATE BASE, 8'' | SQ. YD. | 356 | 10.00 | 3,560.00 |
| 4 RESTORATION | SQ. YD. | 100 | 12.00 | 1,200.00 |
| 5 TRAFFIC CONTROL AND PROTECTION | LUMP SUM | 1 | 2,000.00 | 2,000.00 |
| **SUB-TOTAL** | | | | 10,415.00 |
| **CONTINGENCY (10%)** | | | | 1,341.50 |
| **TOTAL ESTIMATED COST OF CONSTRUCTION** | | | | 11,756.50 |

| **PARKING LOT (ASPHALT)** | | | | |
| 1 EXCAVATION | SQ. YD. | 340 | 5.00 | 1,700.00 |
| 2 SURFACE COURSE, 3'' | TON | 50 | 75.00 | 4,500.00 |
| 3 PARKING LOT AGGREGATE BASE, 10'' | SQ. YD. | 340 | 12.00 | 4,080.00 |
| 4 STRIPING | LUMP SUM | 1 | 500.00 | 500.00 |
| 5 RESTORATION | SQ. YD. | 75 | 12.00 | 900.00 |
| 6 TRAFFIC CONTROL AND PROTECTION | LUMP SUM | 1 | 3,000.00 | 3,000.00 |
| **SUB-TOTAL** | | | | 14,880.00 |
| **CONTINGENCY (10%)** | | | | 1,468.00 |
| **TOTAL ESTIMATED COST OF CONSTRUCTION** | | | | 16,348.00 |
Attachment D
Certifications or Licenses Required

Not Applicable
The Board Resolution authorizing this application is attached. However, the Board will not take official action on the resolution until January 10, 2013 and the approved and signed resolution will be forwarded at that time.
The conceptual plan for the parcel showing the location of the parking lot, bikepath and picnic area is attached.
AGENDA SUPPLEMENT

TO: President Magnussen and Village Board
FROM: Doug Maxeiner, Village Administrator
FOR: January 10, 2013 Village Board Meeting
RE: Acceptance of the Appraisal Report from Jacobsen and Associates
    Updating the Value of an Acre of Improved, Residential Real Estate for
    Use in the Village’s Impact Fee Ordinance

Background. Some time ago, the Village Board expressed an interest in getting an appraiser
to update the land values used in the Village’s Impact Fee Ordinance. The ordinance uses
the market value of one acre of improved land as the basis for most of the impact fees
assessed against new development. The current value used in the ordinance is $131,034.00
resulting in the impact fees is Table A.

Analysis. Jacobsen and Associates, MAI certified appraisers located in Sycamore,
conducted the appraisal report (attached). The report suggests that the value of an acre of
improved, residential real estate in the Village is currently $60,000. Incorporating this
number into the formulas to determine the impact fees will result in the fees exhibited in
Table B.

The result on the fees is significant. For example, for a three-bedroom detached home, the
total fees (excluding sewer and water connection fees) will decrease from $10,658.56 to
$6,217.33, a 41.7% decline. As a reminder, the fees established for the Fire, Library,
Transportation, and Cemetary fees are flat values and are not derived from the value of an
acre of land.

Staff recommends approval of the report and incorporation of the new land value into the fee
calculations to adjust the impact fees on residential development.

Recommendation. Staff recommends acceptance of the report from Jacobson and
Associates suggesting that an acre of improved, residential real estate in the Village of
Hampshire is currently $60,000 and to incorporate this figure into the formulas calculating
impact fees resulting in the fees displayed in Table B.
Does this project support a special event, goodwill, program advertising or special interest magazine? □ Yes □ No  
Does this project support travel expenses for tours, expeditions, or trips for individuals or groups? □ Yes □ No  
Does this project request funds for deficit spending, payment of interest or taxes? □ Yes □ No  
Is this project for an annual fund campaign? □ Yes □ No  
Is this project or any part thereof outside of Kane County? □ Yes □ No  
Does this request underwrite fund-raising events or performances? □ Yes □ No  
Does this project fund a loan? □ Yes □ No  

**DOCUMENTATION REQUIRED**

- Attachment A - One page Executive Summary providing project information
- Attachment B - Project Budget Using the Template provided on Page 3 and additional pages if necessary
- Attachment C - Quotations and Costs as provided by contractors, service and material providers
- Attachment D - Certifications or Licenses that may apply for personnel required to carry out this project
- Attachment E - Board resolution authorizing this application and allowing execution of documents necessary to complete this project

**Not-for-profit Corporations must provide (government agencies are exempt from providing documents in this section):**

- Attachment F - Organizational Overview, History, and Goals and Objectives
- Attachment G - Proof of tax status from Internal Revenue Service, i.e., 501(c)3 - not-for-profit corporations only
- Attachment H - Organization’s current fiscal Budget (*This is not the project budget*)
- Attachment I - List of Board of Directors and Corporate Officers
- Attachment J - Current CPA Audit Report and Financial Statements

**OPTIONAL DOCUMENTATION**

- Attachment K - Drawings or photographs
- Attachment L - References and/or Letters of Support
- Attachment M - Complete project overview and description

Applicant certifies that they have read and fully understand the guidelines that govern the Kane County Riverboat Fund Program. Applicant certifies that all information furnished in/with this application is true and complete to the best of the applicant's knowledge and belief. If any information provided herein changes following submission of this application, applicant agrees to notify Kane County immediately. Applicant acknowledges that Kane County may verify any information contained in/with this application, and submission of this application shall constitute the applicant's authorization for Kane County to complete such verification as it deems necessary to determine the accuracy of this application and its suitability for funding. Applicant understands and agrees that if false information is provided in/with this application, which has the effect of increasing the applicant's advantage, Kane County may disqualify this application and deem the applicant ineligible to receive any funds in the future. Applicant understands that Kane County retains the right to reject any and all applications in its sole determination and to waive minor irregularities. Applicant acknowledges by execution of this application that Kane County will make such determination with the fullest discretion allowable by law. Applicant will at all times indemnify and hold harmless Kane County against all losses, costs, damages, expenses and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Kane County’s acceptance, consideration, approval, or disapproval of this application and the issuance or non-issuance of funds herewith. Applicant further certifies that they do not discriminate on the basis of race, religion, color, sex, age, handicap or national origin and that they are duly authorized by board resolution to cause this document to be executed.

Date: January 4, 2013

Signed [Signature]

Title: Village Administrator

Print Name: Douglas K. Maxeiner

Submit one original, scanned, or electronic signed copy with all supporting documents on 8-1/2x11 paper, one-sided, unbound with no staples. Folders or binder clips are recommended.
### Table A

#### Hampshire 2011

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<tr>
<th>Summary / Fees</th>
<th>Winter Village / Park</th>
<th>Public</th>
<th>Fire</th>
<th>Library</th>
<th>Transport</th>
<th>Cemetery</th>
<th>Totals</th>
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</thead>
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#### Duplex

Same as TH - based on # of BR's

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<th>Fire</th>
<th>Library</th>
<th>Transport</th>
<th>Totals</th>
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**Duplex**

Same as TH - based on # of BR's

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<tr>
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REAL ESTATE APPRAISAL - SUMMARY REPORT

FAIR MARKET VALUE OF IMPROVED LAND IN THE AREA OF THE VILLAGE
HAMPShIRE, ILLINOIS 60140

PREPARED FOR:

THE VILLAGE OF HAMPShIRE
234 S. STATE STREET
P.O. BOX 457
HAMPShIRE, ILLINOIS 60140-0457

JACOBSON & ASSOCIATES, LTD.
REAL ESTATE APPRAISALS - CONSULTING
www.jacobsonandassoc.com
Mr. Doug Maxeiner  
Village Administrator  
Village of Hampshire  
234 S. State Street  
P.O. Box 457  
Hampshire, Illinois 60140-0457

Re: Fair market value of improved land in the area of the village  
   Hampshire, Illinois 60140

Dear Mr. Maxeiner:

At your request, I have estimated the fair market value of improved land in the area of the village on a per acre basis. The objective is to estimate the market value, as defined by the Uniform Standards of Professional Appraisal Practice (USPAP) of the fee simple interest of the subject, assuming no liens or encumbrances other than normal covenants and restrictions of record. This appraisal is supported by the contents of the work file, which are included herein by reference.

Attached to this letter is a real estate appraisal communicated in a summary report format. It sets forth primarily summary discussions of the data, reasoning, and analyses used to arrive at the final value estimate. Some of the supporting data may be contained in file. This report is prepared in compliance with the reporting requirements set forth in the Uniform Standards of Professional Appraisal Practice (USPAP) Standards Rule 2-2(b).

An appropriate scope of work has been performed, producing credible assignment results. All applicable approaches to value are carefully analyzed and their applicability to the subject properly determined. The scope of work includes extensive research of the market for site sales of single family residential sites. Also, while the three classic approaches to value are considered, only the sales comparison approach is relevant.
I understand the intended use of this appraisal report is to assist the village in updating land values for the purposes of the village’s impact fee ordinance. The scope of work is customized for the intended user. Therefore, no other intended users are identified. Regardless of the possession of this report, this appraisal may not be used or relied on by anyone other than the stated intended user. The appraiser, appraisal firm, and related parties assume no obligation, liability or accountability to any other party not identified as being the intended user of this report.

The estimated market value of the fee simple estate of the subject property as defined above is as of December 12, 2012. The appraisal is subject to the Definitions, Assumptions, and Limiting Conditions contained in the report, and the report is dated December 19, 2012.

The subject property is a hypothetical one acre of land zoned single family residential in the Village of Hampshire. The estimated acre value assumes that the property is not located in a designated flood hazard area and the highest and best use of such a site is for single family residential development.

After careful consideration of all factors pertaining to value and subject to the Definitions, Assumptions, and Limiting Conditions contained in the report, I am of the opinion that as of December 12, 2012, the subject property had a market value of:

$60,000*
(Sixty Thousand Dollars)*

* This value can not be extended into the future and is only applicable as of the effective date of the appraisal.
Disclosure of the contents of the appraisal is governed by the bylaws and regulations of the Appraisal Institute. In furtherance of the aims of the Institute to develop higher standards of professional performance by its members, I may be required to submit to authorized committees of said Institute copies of the report and any subsequent changes or modifications thereof. The attached appraisal is prepared in conformance with the code of professional ethics, USPAP, and the supplemental standards of the Appraisal Institute. It is also consistent with appraisal requirements and guidelines mandated by FIRREA.

This letter of transmittal sets forth the value conclusions resulting from an inspection, research, and analyses. Some of the data and analyses to support these conclusions will follow shortly in the form of a summary report. Please feel free to call if you should have any questions or comments.

Respectfully submitted,

JEFFREY A. JACOBSON, MAI, SRA
Jacobson & Associates, Ltd.
Illinois State Certified
General Real Estate Appraiser
License No. 553.001199

JAJ/cb
File #: 121212J
# TABLE OF CONTENTS

## INTRODUCTION
- Introduction .................................................. 1
- Engagement of appraisal services .......................... 1
- Client .......................................................... 1
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## ADDENDA
- Assumptions & limiting conditions, engagement letter, and qualifications
REAL ESTATE APPRAISAL - SUMMARY REPORT

This is a real estate appraisal communicated in a summary report format. It is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a summary appraisal report. As such, it may present only summary discussions of the data, reasoning, and analyses that are used in the appraisal process to develop an opinion of value. Supporting documentation concerning the data, reasoning, and analyses may be retained in file. The depth of discussion contained in this report is specific to the needs of the client, for the intended use stated below, and I am not responsible for unauthorized use of this report.

CLIENT: Village of Hampshire
234 S. State Street
P.O. Box 457
Hampshire, Illinois 60140-0457

SUBJECT PROPERTY: Fair market value of improved land in the area of the village
Hampshire, Illinois 60140

EXTRAORDINARY ASSUMPTIONS:
Normal assumptions applicable to this and any appraisal assignment are set forth in the addenda to this report. An extraordinary assumption is something that can reasonably be assumed to be true, but is not certain, and if not true, the value conclusion would be impacted. There are no extraordinary assumptions in this appraisal report.

HYPOTHEtical CONDITIONS:
Hypothetical conditions are known to be false, but are presumed to be true for the purpose of reasonable analysis. For example, if the property is appraised today as though the improvements (or any proposed renovation, remodeling, or changes thereto) were complete, but work has not started or is only partially complete, the valuation is subject to the hypothetical condition that the work is complete. The hypothetical condition is made that the subject property is a one acre site located within the Village of Hampshire and zoned R-1, single family residence district.
INTENDED USER:
The Village of Hampshire. Regardless of the possession of this report, this appraisal may not be used or relied on by anyone other than the stated intended user. The appraiser, appraisal firm, and related parties assume no obligation, liability or accountability to any other party not identified as being the intended user of this report.

INTENDED USE OF THE REPORT:
I understand that the intended use of the appraisal is to assist the Village of Hampshire in updating land values for the purposes of the village's impact fee ordinance.

PURPOSE OF THE APPRAISAL:
The purpose of this appraisal is to estimate the market value of the subject property as of the effective date.

DEFINITION OF MARKET VALUE:
The most probable price that the specified property interest should sell for in a competitive market after a reasonable exposure time, as of a specified date, in cash, or in terms equivalent to cash, under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and assuming that neither is under duress.


DISCLOSURE OF COMPETENCY:
I assure the client that I have the knowledge and experience necessary to complete this assignment competently, having appraised similar properties in the past.

PROPERTY RIGHTS APPRAISED:
The property rights appraised are the fee simple title to the subject property, assuming no liens or encumbrances other than normal covenants and restrictions of record.
DATE OF APPRAISAL INSPECTION:
The visited the Village of Hampshire on December 12, 2012.

EFFECTIVE DATE OF VALUE:
The effective date of this appraisal is December 12, 2012, the date of my visit to the Village of Hampshire.

DATE OF REPORT:
This report is dated December 19, 2012.

LEGAL DESCRIPTION:
Not applicable.

STATEMENT OF OWNERSHIP:
Not applicable.

THREE YEAR SALES HISTORY OF THE SUBJECT:
The three year sale history of the subject property is not applicable since the subject is a hypothetical site.

ESTIMATE OF EXPOSURE AND MARKETING TIME:
Based on an analysis of comparable sales and discussions with knowledgeable brokerage sources, the estimated exposure and marketing time is approximately one year. This applies to the subject property at the appraised value herein, provided it is priced properly and aggressively marketed through methods considered normal and prudent for the subject property type, and by qualified and competent marketing agent(s).
SCOPE OF WORK:

An appropriate scope of work has been performed, producing credible assignment results.

Credible Defined: Offering reasonable grounds for being believed.

Source: Merriam-Webster Online Dictionary

The intended use of this appraisal is to assist the Village of Hampshire in updating land values for the purposes of the village's impact fee ordinance. The intended user is the Village of Hampshire. All applicable approaches to value are carefully analyzed and their applicability to the subject property determined for the intended use of this appraisal report.

The scope of work includes a visit to the Village of Hampshire as well as an interview of Mr. Doug Maxeiner, Village Administrator, of the Village of Hampshire, Illinois. While estimating the market value for the subject property's I:

- Interviewed the Hampshire Village Administrator, Mr. Doug Maxeiner
- Interviewed Hampshire Township Assessor, Rose Letheby
- Reviewed sales recorded through the Hampshire Township Assessor's office
- Reviewed multiple listing service records (MRED, LLC)
- Reviewed sales listed through Co-Stars

I also toured portions of the Village of Hampshire and researched the market for site sales of comparable properties. This and other data was personally inspected. While the three classic approaches to value are considered, only the sales comparison approach is relevant.

A few other subdivisions are located in unincorporated Kane County but have a Hampshire mailing address. These include:

- Maplehurst
- The Landmark
- Others

According to the village website, the majority of Hampshire's growth is slated to occur north and east of the village.
This appraisal report is a brief recapitulation of the data, analyses, and conclusions. Supporting documentation is retained in file. Sources of data include:

- Previously appraised properties
- Reputable real estate brokers
- Public records and public records services
- Management agents
- Property owners

AREA AND NEIGHBORHOOD SUMMARY:
The subject property is located in the Village of Hampshire, Illinois. Hampshire is located roughly 55.6 miles northwest of the City of Chicago in northwest Kane County.

According to the 2010 census, Hampshire had 5,563 people and 2,031 housing units. The population has increased roughly 123% from the 2000 census, when there were reportedly 2,490 people.

The median income for household in the Village of Hampshire is reportedly $58,519, while the median income for a family is $65,069.

Hampshire’s central business district is located along North State Street, while an industrial area is located further to the north along Mill Avenue and Industrial Drive. The new residential development activity is north and east of the village with some newer development located to the west.

This area has convenient access to Illinois State Route 72, US Route 20, Illinois State Route 47, and Interstate 90.

There is also some commercial activity including near the junction of Interstate 90 and US Route 20, which is known as Brier Hill Crossing. This development is slated to include a new interchange as well as planned industrial and commercial development.
MARKET CONDITIONS:
Price Waterhouse Coopers has recently published their 4th quarter 2012 Real Estate Investor Survey. In this study, there was a special report regarding the US single family market.

Falling home prices, limited mortgage credit, and better rental options have led to an emerging market of institutionally owned single family owned rental product. Existing single family home prices have decreased from 20% from 2006 peak levels and some markets, to more in others. Given the significant housing supply and tighter consumer mortgage requirements, institutional investors are formulating plans to purchase homes at steep discounts to create rental income streams.

Rental occupied homes peaked in 2011 at 38.4 million in the United States. This can be attributed to the financial crisis in 2008 and 2009, which forced millions of homeowners into foreclosure and raised the barriers to home ownership with lower mortgage availability and stricter lending standards.

Since the start of the 2008 financial crisis, approximately 3.9 million single family residential homes have entered the foreclosure process, according to Correlologic. As of September 2012, another 1.4 million single family homes were in the foreclosure process.

Historically, the acquisition of distressed single family homes has been on a “piecemeal” basis through REO, foreclosure third party sales (i.e. court auctions, or short sale purchases through a broker). The ability for investors to buy single family homes in bulk is a recent market occurrence as the US government explores new ways to clear the REO inventory from GSEs.

Under the governments new real estate owned initiative (also known as the REO bulk sale pilot) the government is planning to sell 2,500 homes in 8 general areas including Atlanta, Chicago, Las Vegas, Los Angeles, Phoenix, and Florida. The following is a closer look at Hampshire’s specific REO inventory according to realtytrac.com.

According to realtytrac.com, one out of every 115 housing units received a foreclosure filing in the Village of Hampshire as of November of 2012. This equates to a foreclosure rate of .87%, which is higher than Kane County, at .55% and the State of Illinois, which is .26%.
Realtytrac indicates however, that the six month foreclosure trend is falling.
The above graph illustrates the median sale price per quarter for homes selling through the multiple listing service in the Village of Hampshire, Illinois. The sales also include other outlying areas in other areas with a Hampshire mailing address. Nevertheless, it is designed to illustrate the overall trend in single family pricing, which has been in a definitive downward direction since the 2nd quarter of 2007. The blue, more wavy line, illustrates the actual median sale price per quarter, whereas the black, more solid line, is the polynomial trend line. This smooths out the averages over time. One encouraging sign is the slope has lessened over the past year or so. Nevertheless, the sale price level is far below the level that it was in the 2nd quarter of 2007.

![Land Inventory/Quarter - Hampshire, IL.](image)

The land inventory chart illustrates the number of days of the supply of lots or land available in the Village of Hampshire, Illinois. This information is also provided by the MLS service and illustrates the peak of inventory, which occurred near the late quarter of 2011 and has been reducing since, as some confidence has returned to the economy. This downward overall trend line is encouraging with the black trend line trending downward since 2009.

In conclusion, the market for single family housing still appears to be weak, with some improvement in the supply of lots. However, prices of single family homes and land have yet to recover. This depreciation in pricing will be demonstrated later in the sales comparison approach of this report.
PROPERTY DESCRIPTION:

SITE DESCRIPTION:
The subject site is a hypothetical site located within the village limits with one acre of land and zoned single family residential. All municipal and private utilities would, in theory, be connected and the site would not fall within a designated flood hazard area.

FURNITURE, FIXTURES & EQUIPMENT:
None.

USE OF PROPERTY:
In theory, the use of the one acre site would be vacant and the determined highest and best use is single family residential.

PROPERTY PRODUCTIVITY:
The market for single family sites is still soft and therefore property productivity for one acre site zoned single family in the Village of Hampshire is only average at best.

ZONING:
In theory, the site would be zoned R-1, single family residential by the Village of Hampshire.

REAL ESTATE TAXES:
Not applicable.

HIGHEST AND BEST USE
HIGHEST AND BEST USE AS THOUGH VACANT:
Single family residential.
VALUATION SUMMARY
VALUE ESTIMATE INTRODUCTION:

In arriving at an estimate of value for a given property, three Approaches to Value are employed. These are the Cost, Sales Comparison, and Income Capitalization Approaches.

The Cost Approach to Value requires, as a first step, the estimation of the land value as vacant, which is most often done using the Sales Comparison Approach. The next step is to estimate the cost to replace the building improvements with a structure or structures having similar quality and utility, using similar but not necessarily the same materials. This can be done in several ways: by consulting various construction cost manuals that are available to us, by conferring with local contractors knowledgeable in construction of properties similar to the subject, and by relying on our experience in appraising properties of the subject type. Accrued depreciation from all causes (physical deterioration, functional obsolescence, and/or external obsolescence, if any) is deducted from the estimated replacement cost to arrive at the depreciated cost of the building improvements. The depreciated cost of additional site improvements such as paving, landscaping, etc., is estimated in a similar manner, and this is added to the depreciated cost of the building improvements. Finally, the land value is added to arrive at a total value indication by this Approach.

The Cost Approach is most applicable to new or newer improved properties since both land value and replacement cost can usually be accurately determined, and depreciation, which can be difficult to estimate, is not a major consideration. It is also highly applicable to special use properties for which few or no comparable sale or leased properties exist.

The Sales Comparison Approach is an appraisal technique in which the market value of the subject property is estimated based upon prices paid for comparable properties, i.e. actual market sales. Each of the market transactions obtained is analyzed and compared to the property under appraisal. Adjustments are then made for variances which may affect value, such as differences in conditions of sale, financing, market conditions (time), location, quality, functional utility, physical attributes, and other factors. Each of the sales used in this report have been fully verified or, at a minimum, confirmed through public records, and is believed to be free from unusual circumstances or terms that may affect the sale, unless otherwise indicated.

The Sales Comparison Approach is typically most applicable to single-user, owner-occupied, or owner amenity properties, provided there are sufficient sale transactions to compare to the subject property. Buyers and sellers of these property types generally use Sales Comparison as their primary valuation method.
The Income Capitalization Approach to Value is basically a method of estimating the present worth of the potential net operating income from a property after deducting market vacancy and expenses. This is done through a mathematical Process known as capitalization. That is, the anticipated net income from the subject property is "capitalized" into a figure indicative of the property's value. The reliability of the Income Capitalization Approach depends upon several conditions, i.e. the reliability of the income estimate, the duration of the income, the economic life of the improvements, the capitalization rate, and the method of conversion.

The first step in this Approach is to consider and analyze actual leases, if any, encumbering the property. Then comparable leased properties are analyzed to determine an appropriate market rent for the subject, and the potential gross income is calculated. Based on market data, applicable deductions for vacancy and expenses are taken from the gross income to arrive at the net operating income. This figure is then divided by a market-supported capitalization rate (alternately, another method of capitalization may be chosen, such as Discounted Cash Flow Analysis) that reflects the risks involved with the subject property, to arrive at a total value indication by this Approach. The Income Capitalization Approach is most applicable to classic income-producing properties where the primary benefit of ownership is seen by buyers and sellers to be the production of a durable and regular income stream.

Since the subject property is a hypothetical one acre site with a determined highest and best use as single family residential, only the sales comparison approach is relevant in the valuation of the subject property. The cost and income approaches are not relevant.
SITE VALUATION:
One of the most often used methods of valuing sites is by comparing the subject to similar parcels that have sold, i.e., Sales Comparison. This Approach is most reliable when there is a sufficient number of sales that are physically and locationally comparable to the subject and are not affected by unusual financing or conditions of sale.

The sales are verified or confirmed and then reduced to some unit of comparison such as price per square foot, per acre, per allowable unit, or some other basis. Buyers and sellers normally use price per acre for the subject property type, and this is the unit of comparison that will be used in this analysis. The sales then are adjusted to the subject for differences, if any, in the following characteristics:

- Property rights conveyed (fee simple, leased fee, etc.)
- Financing
- Conditions of sale
- Market conditions (time)
- Location
- Physical factors such as size, topography, zoning, or availability of utilities.

The sales on the following page are a summary of the site sales analyzed and compared to the subject property:
## Summary of Residential Site Sales, Hampshire, Illinois & Vicinity

<table>
<thead>
<tr>
<th>Sale</th>
<th>P.I.N.</th>
<th>Address</th>
<th>Sale Price</th>
<th>Sale Date</th>
<th>Zoning</th>
<th>Land size (Acres)</th>
<th>Price/ Acre</th>
<th>Incorporated?</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>02-27-327-007</td>
<td>Lot 27, Maplchurst Subdivision, P.O. Hampshire, IL</td>
<td>$41,000</td>
<td>7/18/2012</td>
<td>PUD</td>
<td>0.9600</td>
<td>$42,575</td>
<td>No</td>
<td>Well &amp; Septic required, no amenities. Foreclosure</td>
</tr>
<tr>
<td>2</td>
<td>Numerous</td>
<td>Bulk sale of 222 sites, Lakewood Crossing, Hampshire, IL</td>
<td>$2,589,000</td>
<td>12/7/2011</td>
<td>PRD</td>
<td>57.0000</td>
<td>$45,421</td>
<td>Yes</td>
<td>Bulk sale of 222 sfr lots. One reportedly has a partially developed house. Foreclosure.</td>
</tr>
<tr>
<td>3</td>
<td>04-15-302-012</td>
<td>Lot 12, Walden IV Estates, P.O. Hampshire, IL</td>
<td>$72,000</td>
<td>8/29/2012</td>
<td>R-1</td>
<td>1.2000</td>
<td>$60,000</td>
<td>No</td>
<td>Well &amp; Septic required; wooded.</td>
</tr>
<tr>
<td>4</td>
<td>Numerous</td>
<td>Bulk sale of 9 sites, Heritage Hills, Phase III, Maple Park, IL</td>
<td>$135,000</td>
<td>6/15/2011</td>
<td>R-1</td>
<td>2.2400</td>
<td>$60,268</td>
<td>Yes</td>
<td>Bulk sale of 9 sfr lots. City water &amp; sewer, no amenities.</td>
</tr>
<tr>
<td>5</td>
<td>11-09-354-004</td>
<td>Lot 1063, Blackberry Creek, Elburn, IL</td>
<td>$17,000</td>
<td>12/17/2012</td>
<td>R-1</td>
<td>0.2066</td>
<td>$82,285</td>
<td>Yes</td>
<td>City water &amp; sewer, no amenities. Foreclosure.</td>
</tr>
<tr>
<td>6</td>
<td>01-27-225-015</td>
<td>Lot 171, Hampshire Highlands, Hampshire, IL</td>
<td>$55,000</td>
<td>11/24/2009</td>
<td>R2</td>
<td>0.3758</td>
<td>$146,354</td>
<td>Yes</td>
<td>City water &amp; sewer, no amenities. Foreclosure.</td>
</tr>
<tr>
<td>7</td>
<td>01-27-227-016</td>
<td>Lot 143, Hampshire Highlands, Hampshire, IL</td>
<td>$55,000</td>
<td>3/25/2010</td>
<td>R2</td>
<td>0.3634</td>
<td>$151,348</td>
<td>Yes</td>
<td>City water &amp; sewer, no amenities. Foreclosure.</td>
</tr>
<tr>
<td>8</td>
<td>01-27-107-007</td>
<td>Lot 8, Hampshire Highlands, Hampshire, IL</td>
<td>$50,000</td>
<td>1/3/2007</td>
<td>R2</td>
<td>0.3031</td>
<td>$166,612</td>
<td>Yes</td>
<td>City water &amp; sewer, no amenities.</td>
</tr>
<tr>
<td>9</td>
<td>11-08-432-005</td>
<td>Lot 955, Blackberry Creek, Elburn, IL</td>
<td>$97,000</td>
<td>4/20/2007</td>
<td>R-1</td>
<td>0.2213</td>
<td>$438,319</td>
<td>Yes</td>
<td>City water &amp; sewer, no amenities. Sale before recession.</td>
</tr>
</tbody>
</table>
COMMENTS ON SALES:

I searched the market extensively for site sales of residential land located within the village limits of Hampshire. I reviewed sale data from many sources including but not limited to:

- The Hampshire Township Assessor
- MRED, LLC
- Co-star
- Office files

There is an inherent scarcity of sales located within the village limits and therefore I had to extend search parameters to include other competing areas including:

- Residential sites with a Hampshire mailing address but located in unincorporated Kane County
- The Village of Maple Park
- The Village of Elburn

My research included not only bulk sales, but also sales of individual single family lots. The nine sales illustrated on the previous page are simply the best of the total number reviewed.

Sale 9, at $97,000, is used in this analysis to help extract a market conditions, or time adjustment. This sale property is located in the competing Village of Elburn and sold in April of 2007. This is then compared to the most recent sale occurring in the same subdivision, Blackberry Creek, which is illustrated as Sale 5. This sale property sold in December of 2012 for $17,000. It is a similar site and indicates a depreciation rate of 26.60% per year. For purposes of this analysis, this figure is rounded to -25% on an annual basis. Therefore, this is the market conditions adjustment that will be used in this report.
QUANTITATIVE ANALYSIS:

The following are adjustments made to the seven of the nine sales, which include not only the market conditions adjustment, but also other adjustments including the following:

- Conditions of sale
- Location

Please note: Sales 8 and 9 are not analyzed because they sold in 2007 and are used in extracting a market conditions adjustment.

A 10% upward adjustment is made to those sales, which were foreclosure or bank owned sales. In addition, an upward 10% adjustment is made to those sales that have a less preferred unincorporated location (primarily because of inferior utilities available such as no municipal water or sewer). Also, Maple Park is considered to be inferior and is adjusted upward accordingly. Meanwhile, Elburn has a superior location having a train stop with commuter service to Chicago. That sale property is adjusted downward by 20%. The following adjustment grid summarizes these adjustments.
<table>
<thead>
<tr>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lot 27, Maplehurst Subdivision, P.O. Hampshire, IL</td>
<td>$41,000</td>
<td>Foreclosure 10.00%</td>
<td>$45,100</td>
<td>7/18/2012</td>
<td>0.00%</td>
<td>$45,100.00</td>
<td>0.9630</td>
<td>$46,833</td>
<td>Interior</td>
<td>10.00%</td>
<td>$51,516</td>
<td>20.00%</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bulk sale of 222 sites, Lakewood Crossing, Hampshire, IL</td>
<td>$2,589,000</td>
<td>Foreclosure 10.00%</td>
<td>$2,847,900</td>
<td>12/7/2011</td>
<td>-25.00%</td>
<td>$2,589,000.00</td>
<td>57.0000</td>
<td>$45,421</td>
<td>Similar</td>
<td>0.00%</td>
<td>$77,000</td>
<td>35.00%</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Lot 12, Walden IV Estates, P.O. Hampshire, IL</td>
<td>$72,000</td>
<td>Arm's Length 0.00%</td>
<td>$72,000</td>
<td>8/29/2012</td>
<td>0.00%</td>
<td>$72,000.00</td>
<td>1.2000</td>
<td>$60,000</td>
<td>Inferior</td>
<td>10.00%</td>
<td>$66,000</td>
<td>10.00%</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Bulk sale of 9 sites, Heritage Hills, Phase III, Maple Park, IL</td>
<td>$135,000</td>
<td>Arm's Length 0.00%</td>
<td>$135,000</td>
<td>6/15/2011</td>
<td>-37.50%</td>
<td>$84,375.00</td>
<td>2.2400</td>
<td>$37,667</td>
<td>Inferior</td>
<td>10.00%</td>
<td>$41,434</td>
<td>47.50%</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Lot 1063, Blackberry Creek, Elburn, IL</td>
<td>$17,000</td>
<td>Foreclosure 10.00%</td>
<td>$18,700</td>
<td>12/17/2012</td>
<td>0.00%</td>
<td>$18,700.00</td>
<td>0.2066</td>
<td>$90,513</td>
<td>Superior</td>
<td>-20.00%</td>
<td>$72,410</td>
<td>30.00%</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Lot 171, Hampshire Highlands, Hampshire, IL</td>
<td>$55,000</td>
<td>Foreclosure 10.00%</td>
<td>$60,500</td>
<td>11/24/2009</td>
<td>-77.00%</td>
<td>$13,915.00</td>
<td>0.3758</td>
<td>$37,028</td>
<td>Similar</td>
<td>0.00%</td>
<td>$37,028</td>
<td>87.00%</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Lot 143, Hampshire Highlands, Hampshire, IL</td>
<td>$55,000</td>
<td>Foreclosure 10.00%</td>
<td>$60,500</td>
<td>3/25/2010</td>
<td>-68.75%</td>
<td>$18,906.25</td>
<td>0.3634</td>
<td>$52,026</td>
<td>Similar</td>
<td>0.00%</td>
<td>$52,026</td>
<td>78.75%</td>
<td></td>
</tr>
</tbody>
</table>
ANALYSIS AND CONCLUSIONS:
Emphasis is placed on Sales 1 and 3 since these two sales have the lowest percentage of
gross adjustment at 20% and 10%, respectively. Also, their final adjusted sale price per acre
are $51,516 and $66,000, respectively. The average of these final adjusted sale prices is
$58,758 and therefore, it is my opinion the suggested market value for a one acre residential
site located within the village limits of Hampshire is $60,000.

ESTIMATED MARKET VALUE OF ONE ACRE OF SINGLE FAMILY RESIDENTIAL LAND
WITHIN THE VILLAGE LIMITS OF HAMPShIRE, ILLINOIS $60,000
RECONCILIATION AND MARKET VALUE CONCLUSION:
The following are the results of the analyses:

<table>
<thead>
<tr>
<th>Method</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Approach</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Sales Comparison Approach</td>
<td>$60,000</td>
</tr>
<tr>
<td>Income Capitalization Approach</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

The scope of work for this assignment includes estimating the market value of improved land in the area of the village on a per acre basis.

The pricing trend for single family homes and land has been in a downward direction in Hampshire since the onset of the recession. While inventory appears to be reducing, prices have not yet recovered and therefore market conditions for single family residential land remains soft. This is primarily attributed to foreclosures and other market forces, including an over supply.

While there is a scarcity of recent site sales located within the Village of Hampshire, there was enough uncovered sale data within other competing areas of western Kane County to develop a reliable value indication.

Therefore, after careful consideration of all factors pertaining to value, I am of the opinion that as of December 12, 2012, subject to the Definitions, Assumptions, and Limiting Conditions contained in the Addenda to this report, the subject property had a market value, for real estate only, of:

$60,000 *
(SIXTY THOUSAND DOLLARS) *

* This value can not be extended into the future and it is only applicable as of the effective date of the appraisal.
CERTIFICATION
I hereby certify that, to the best of my knowledge and belief:

☒ The statements of fact contained in this report are true and correct.

☒ The reported analyses, opinions and conclusions are limited only by the reported Assumptions and Limiting Conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

☒ I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

☒ Neither my engagement to make this appraisal (or any future appraisals for this client), nor any compensation therefor, are contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

☒ This appraisal assignment was not made nor was the appraisal rendered on the basis of a requested minimum value, specific valuation, or an amount which would result in approval of a loan.

☒ I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

☒ I have not performed services, as an appraiser, or in any other capacity, involving the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☒ I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

☒ A personal inspection of the subject property was made by Jeffrey A. Jacobson, MAI, SRA.

☒ No one provided significant real property appraisal assistance to the person signing this certification.

☒ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformance with the Uniform Standards of Professional Appraisal Practice.

☒ As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

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

ASSUMPTIONS
LIMITING CONDITIONS
ENGAGEMENT LETTER
QUALIFICATIONS OF THE APPRAISER
ASSUMPTIONS:

1. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser’s opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser’s file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

2. The date of value to which opinions are expressed is set forth in this report. The appraiser assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinions stated herein.

3. A legal description is not available since the subject property is a hypothetical one acre of land within the village limits of Hampshire.

4. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

5. Again, the hypothetical condition is made the subject site is one acre in size.

6. No soil or sub-soil tests were furnished the appraiser. In the absence of same, it is assumed no adverse soil conditions exist that would adversely affect the continued use of the site or improvements thereon.

7. Descriptive information pertaining to the improvements and site is from personal observation, reported as accurately as possible, and is assumed to be accurate.

8. The appraiser has personally inspected the subject property and find no obvious evidence of structural deficiencies except as stated in this report. However, no responsibility for hidden defects or conformity to specific governmental requirements such as fire, building and safety, earthquake, or occupancy codes can be assumed without provision of specific professional or governmental inspections.
9. It is assumed the property is not contaminated with any hazardous materials; the appraiser is not an expert in the field of environmental assessment. The presence of substances such as asbestos, radon, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser’s value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser’s descriptions and resulting comments are the results of the routine observations made during the appraisal process. The client is urged to consult an expert in this field if desired.

10. Competent and prudent management of the subject property is assumed.

11. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

12. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

13. All engineering studies are assumed to be correct. The illustrative material in this report is included only to help the reader visualize the property.

14. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

15. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

16. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
17. The Americans with Disabilities Act (ADA) of 1990, as passed by the United States Congress, establishes a clear and comprehensive prohibition of discrimination on the basis of disability. This public law (Titles I-V) addresses employment (I); public services (II); public accommodations and services operated by private entities (III); telecommunications (IV); and miscellaneous provisions (V). The law covers all "commercial facilities" intended for nonresidential use whose operations affect commerce. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the ADA. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

LIMITING CONDITIONS:
The certification appearing in this appraisal report is subject to the following conditions and such other specific and limiting conditions as are set forth in the report.

1. I assume no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor do we render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

2. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

3. Any sketches in this report are included to assist the reader in visualizing the property; I assume no responsibility for their accuracy. I made no survey of the property.

4. I am not required to give testimony or appear in court because of having made this appraisal of the property unless arrangements have been previously made therefore.

5. I assume that there are no hidden or unapparent conditions of the property, sub-soil, or structure which would render it more or less valuable. I assume no responsibility for such conditions or for engineering which might be required to discover such factors.
6. Information, estimates and opinions furnished to me and contained in this report were obtained from sources considered reliable and are believed to be true and correct. However, no responsibility for accuracy of such items furnished us can be assumed.

7. Disclosure by the appraiser of the contents of this appraisal report is subject to review in accordance with the bylaws and regulations of the professional appraisal organization with which the appraiser is affiliated.

8. Neither all nor part of the contents of this report or copy thereof (conclusions as to property value, the identity of the appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which he is connected) shall be conveyed by anyone to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraiser.

9. On all appraisals, subject to satisfactory completion, repairs or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

10. **ENVIRONMENTAL DISCLAIMER:** The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. Unless otherwise noted in my appraisal report, my routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert could reveal the existence of hazardous materials and environmental conditions on or around the property that could possibly have a negative affect on its value.

11. The final value conclusion stated in this report does not include the value of any personal property, furniture and fixtures, machinery or equipment, or any intangible items unless otherwise stated herein.

12. Possession of this report, or a copy thereof, does not carry with it the right of publication.
13. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.

14. The client accepts all Limiting Conditions and Assumptions.

15. The client agrees to limit Jacobson and Associates, Ltd., the appraiser's, and/or the appraisers' liability to the amount of the appraisal fee charged for this assignment.

16. The client agrees to settle disagreement through an arbitrator or a mediator. In addition, all expenses for the arbitrator or mediator will be paid by the client.

17. It is assumed that title to the subject property is marketable.

18. The appraiser assumes no responsibility for legal matters.
ENGAGEMENT LETTER:

JACOBSON AND ASSOCIATES, LTD.

October 14, 2013

Mr. Doug Mavezer,
Village Administrator
Village of Hampshire, Illinois
224 S. State Street
PO Box 457
Hampshire, Illinois 60140

Ref.: Engagement letter for appraisal services

Fair market value of improved land in the area of the Village

Hampshire, Illinois 60140

Dear Mr. Mavezer,

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

As discussed, the scope of this assignment is to estimate the "Fair Market Value of Improved Land in the area of the Village" for a mortgage bank. It is also understood the market value will be for fully improved single family residential land.

I understand the intended use of the appraisal is to assist the Village in updating land values for the purpose of the Village's Impact Fee Ordinance. Any other use is strictly prohibited. In addition, I request your written acknowledgement before releasing the report to any third party.

The estimated market value per acre will be in the sample title subject to any hypothecated conditions, liens, taxes, and the scope of work. The value will assume an absence of encumbrances other than normal encumbrances and restrictions of record. Furthermore, the appraisal will be completed in accordance with the code of professional ethics and standards of professional appraisal practice and supplemental standards of the Appraisal Institute. Also, the report will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and will be communicated in a summary report format.
Mt. Doug Murteirer,
Village Administrator
Village of Hampshire, Illinois
October 24, 2012
Page 7

The approval fee for this service is $500 and the estimated time frame is four to five weeks.
If you are in agreement with this service, please sign the engagement letter and send it to my attention. You may either return it via U.S. mail, fax it to (815) 886-6154, or feel free to email a copy to jeff@jacobsonassociates.com.

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

Very truly yours,

JEFFREY A. JACOBSON, M.A.
Jacobson and Associates, Ltd.
Illinois State Certified
General Real Estate Appraiser
License No. 455-0011369
Expires September 30, 2013

JAB

ACCEPTED BY: ___________________________ DATE ______

File No. 121212J -28- JACOBSON & ASSOCIATES, LTD.
QUALIFICATION SUMMARY

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

EDUCATION:
Bradley University, Peoria, Illinois
BS, Business Administration
Minor - Economics, emphasis in real estate

APPRAISAL EDUCATION:
Successfully completed the following:
American Institute of Real Estate Appraisers*
Real Estate Appraisal Principals
The Appraisal Institute
Residential Valuation
Appraisal Procedures
Basic Income Capitalization
Advanced Income Capitalization
Advanced Residential Form & Narrative Report Writing
Fair Lending and the Appraiser
General Applications
FHA and the Appraisal Process
Highest and Best Use and Market Analysis
The Appraiser as an Expert Witness
Computer Enhanced Cash Flow Modeling
Advanced Sales Comparison & Cost Approaches
Advanced Residential Applications and Report Writing
Report Writing & Valuation Analysis
Advanced Applications
Passed Appraisal Institute's Comprehensive Exam
Declining Markets and Sales Concessions
Appraising Distressed Commercial Real Estate
The Lending World in Crisis (2010)
Fundamentals of Separating Real Property, Personal Property, and
Intangible Business Assets (2011)
National USPAP Update Course (2012)
Appraising the Appraisal: Appraisal Review - General (2012)

*_merged in 1991 to form The Appraisal Institute

APPRAISAL AFFILIATION:
MAI, SRA designated member of the Appraisal Institute
Jeffrey A. Jacobson, MAI, SRA
Qualifications
Page 2

EXPERIENCE:
Approved by the U.S. Department of Housing and Urban Development and the U.S.
Department of Veterans Affairs.

VARIOUS TYPES OF PROPERTIES APPRAISED:
Single family residential          Vacant land
Condominium units                  Restaurant, banquet facilities
Condominium conversions            Industrial facilities
Apartment buildings                Mini-warehouse
Apartment complexes                Municipal facilities
Distribution properties            Shopping centers
Office buildings                   Golf courses
Retail facilities                  Financial institutions
Schools                           Funeral homes
Agricultural: homesteads; farms    Fraternity and sorority houses
Subdivisions                       Student housing
Hotels & motels                    Automotive facilities
Land development and feasibility studies Partial interests
Senior care facilities             Car washes

TYPICAL CLIENTS:
Various banks and lending institutions
Attorneys
Individuals
Employee transfer services
Municipalities and other governmental agencies

COMMUNITY SERVICE:
Past President of the Sycamore Rotary Club
Appointed Airport Advisory Board Member of DeKalb Taylor Municipal Airport
Elected Member of the Board of Education Sycamore C.U.S.D. 427
2012 Northern Illinois Chapter of the Appraisal Institute - Vice President

AREAS OF EMPLOYMENT:
DeKalb County and Vicinity; Cook, Lake, DuPage, Will, Kane, Lasalle Counties, as well as Ogle and Winnebago
AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Doug Maxeiner, Village Administrator

FOR: January 10, 2013 Village Board Meeting

RE: Discussion on the Hampshire Grove Development

Background. The developer on the Hampshire Grove subdivision has asked for some clarification on a number of items related to the proposed development. The Village President and staff would like a discussion with the Village Board to determine the parameters within which discussions on the development can progress. These points of discussion include:

- Public Land Donation
- School District Impact and Transition Fees
- Route 20 Intersection Improvements
- Population Equivalents (P.E.) per unit to be used in calculating Sewer and Water impacts
- Oversizing of sewer and water mains and recapture of additional costs

Recommendation. Staff recommends discussing the proposed Hampshire Grove development to provide guidance and parameters for future discussions with the developer.
VILLAGE OF HAMPSHIRE

Accounts Payable

January 10, 2013

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

Total: $84,816.79

To be paid on or before
Jan 16, 2013

Village President: __________________________

Attest: _________________________________

Village Clerk: ____________________________

Date: _________________________________
## Invoices Due On/Before 01/08/2013

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# Invoices Due On/Before 01/08/2013

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**Invoice Total:** 9,015.75
**Vendor Total:** 9,015.75
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- **KAUN**: 140.00

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- **IP/DBA**: 256.59
- **JAAS**: 1,500.00
- **KAUN**: 140.00
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