Village of Hampshire
Village Board Meeting
Thursday September 20, 2018 – 7:00 PM
Hampshire Village Hall – 234 S. State Street

AGENDA

1. Call to Order

2. Establish Quorum (Physical and Electronic)

3. Pledge of Allegiance

4. Citizen Comments

5. Approval of Minutes September 6, 2018

6. Public Hearing- Proposed annexation agreement regarding certain property to be annexed to the Village of Hampshire, Kane County, Illinois

7. Village President’s Report
   a) Proclamation - Kane County Assoc. for Home and Community Education
   b) Presentation: Tracy Manning, The Burton Foundation, on a Senior Supportive Living Community/Memory Center
   c) Resolution Approving a Petition for Variation of Certain Landscape Requirements for Love’s Travel Stops & Country Stores
   d) Request Impact Fees- $7,400.00 Hampshire Fire Protection District
   e) Resolution Approving an amended final plat of subdivision for Neighborhood “O” of the Prairie Ridge Development in the Village. (Hampshire West, LLC—Prairie Ridge Development
   f) Hampshire Grove Subdivision Concept Plan

8. Village Board Committee Reports
   a) Business Development Commission
      1. Façade Program
      2. What does Beautification mean and what latitude should the committee have? as part of that discussion will be the $400 for mums for downtown
   b) Economic Development
   c) Finance
      1. Accounts Payable
   d) Public Works
      1. Discussion State Street Parking for business.
   e) Planning/Zoning
   f) Public Safety
   b) Fields & Trails
   c) Village Services

9. New Business

10. Announcements
11. Executive Session:

12. Any items to be reported and acted upon by the Village Board after returning to open session

13. Adjournment

The Village of Hampshire, in compliance with the Americans With Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the Village at 847-683-2181 to allow the Village to make reasonable accommodations for these persons.
The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, September 6, 2018.

Present: Christine Klein; Toby Koth; Ryan Krajecik, Janet Kraus; Erik Robinson; Michael Reid
Absent: None
Also Present: Village Clerk Linda Vasquez, Village Finance Director Lori Lyons; Village Engineer Brad Sanderson and Village Attorney Mark Schuster.

A quorum was established.

President Magnussen led the Pledge of Allegiance.

Citizen Comments:
Orris Ruth- commented on the trees that were cut down back in 2004, did the builder pay for those trees? Orris figured the money owed to the Village should be around $840,825 since Trustee Taylor and he went out to analyze which trees were going to be cut. A few board members inquired why he didn’t pursue this issue while he was on the board at that time.

State Senator Don DeWitte- He stopped by to say hello and introduced himself to the Village Board. He was a former Alderman for 12 years and Mayor of St. Charles; he also served for the past 5 years as Kane County representative on the RTA. He is for helping municipalities out, he also said capitol project funds are available from DCEO for brick and mortar and shovel ready projects.

MINUTES
Trustee Robinson moved to approve the minutes of August 23, 2018 with the one change on the first page OLSAD which should be OSLAD which was misspelled.

Seconded by Trustee Klein
Motion carried by voice vote.
Ayes: Robinson, Klein, Krajecik, Kraus, Reid, and Koth
Nays: None
Absent: None

VILLAGE PRESIDENT REPORT
Jim Prescott on half of TransCanada Pipeline and the 80 workers he wanted to thank us and appreciate the warm welcome we received from the residents and businesses. We were working on Allen Road between Widmayer and Route 20 it’s a natural gas pipeline. We are always looking to help communities in safety or environmental issues, check out our website to apply for some money to help your community out regarding just for those two items only.

Village President Magnussen read and signed the Proclamation for National Suicide Prevention Awareness Month
Trustee Krajecki moved to approve block party. On 9-15-18 at Julie Ln between Elm & Warner 2-9 p.m.

Seconded by Trustee Koth
Motion carried by voice vote.
Ayes: Robinson, Klein, Krajecki, Kraus, Reid, and Koth
Nays: None
Absent: None

Solar Energy Systems Definitions; the consensus of the board is to move forward and have the Zoning Board of Appeals to meet on September 25, 2018 for a public hearing on the proposed regulations.

Trustee Reid moved to disburse $18,000.00 in Tax Increment Funding assistance to Randy and Linda Ross for the property at 105 Rinn Street.

Seconded by Trustee Koth
Motion carried by roll call vote.
Ayes: Robinson, Klein, Krajecki, Kraus, Reid, and Koth
Nays: None
Absent: None

Trustee Robinson moved to approve Ordinance 18-32; amending the Value of Improved Residential Land

Seconded by Trustee Klein
Motion carried by roll call vote.
Ayes: Robinson, Klein, Reid, and Koth
Nays: Krajecki and Kraus
Absent: None

Trustee Robinson moved to approve Resolution 18-18 Phasing-In the associated change in Impact Fees over a two year period.

Seconded by Trustee Klein
Motion carried by roll call vote.
Ayes: Krajecki, Kraus, Robinson, Koth, Reid, and Klein.
Nays: None
Absent: None

VILLAGE BOARD COMMITTEE REPORTS

a. Village Services – Trustee Kraus wanted to get feedback from the board about residents having a chicken coop in their yard. The issues were keeping the coop clean, they do carry diseases, they also attract other animals such as coyotes, raccoons etc. How many per household, if they get loose then what happens if neighbors complain about the smell if not taken care of. The Village does not have a person to go out and keep track of this. For now we will table this and see if we can get some residents with pros and cons.

b. Business Development Commission – Trustee Krajecki reported beautification has met a couple times now. Ms. Mayer did an outstanding job
interviewing Dreymiller Kray. The next Business Development Commission meeting is September 12 at 6:30 p.m. We are still actively looking for two people to join out commission, we have three but we will keep it open for just a little while more.

c. Economic Development – Trustee Reid moved to approve the Chamber Street Banner in the amount of $200.

Seconded by Trustee Robinson
Motion carried by roll call vote
Ayes: Robinson, Koth, Reid, and Klein.
Nays: Krajecki, Kraus
Absent: None

Trustee Reid mentioned we have an RFP out for bidding on our website for the signage on Rowell and Allen Road.
Trustee Reid reminded the Chamber Golf outing is next week September 12. It is not too late to sign up.

d. Accounts Payable

Trustee Klein moved to approve the Accounts Payable in the sum of $288,446.09 to be paid on or before September 12, 2018.

Seconded by Trustee Robinson
Motion carried by roll call vote
Ayes: Krajecki, Kraus, Robinson, Koth, Reid, and Klein.
Nays: None
Absent: None

e. Public Works – Trustee Koth mentioned he will be having a Public Works Committee meeting on September 26 at 6 p.m. for a presentation from Engineering Enterprise on Highland Street. We now have catch and release signs for the ponds, street department will be posting them up soon.

f. Planning/Zoning- Trustee Robinson reported Planning Commission will be having a meeting September 10 at 7 p.m.

g. Public Safety- Trustee Kraus reported that the Village is having an issue with raccoons now. She asked what should people do in case they need to get rid of it. Call Kane County animal control.

h. Fields & Trails – Trustee Koth mentioned again the sidewalk in Tuscany Woods going to the ball park on Romke and Jake on the east side you can't even see the sidewalk because the weeds are extremely long.

NEW BUSINESS
Village President Magnussen reported Flags will be up again on September 11, 2018 if anyone wants to help out, check out our website for time and place.
ADJOURNMENT
Trustee Robinson moved to adjourn the Village Board meeting at 8:24 p.m.

Seconded by Trustee Reid
Motion carried by voice vote
Ayes: Reid, Krajekki, Klein, Koth, Kraus, and Robinson
Nays: None
Absent: None

Linda Vasquez Village Clerk
NOTICE OF PUBLIC HEARING FOR PROPOSED ANNEXATION AGREEMENT REGARDING CERTAIN PROPERTY TO BE ANNEXED TO THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

On Thursday, September 20, 2018, at 7:00 p.m., a public hearing will be held by the President and Board of Trustees of the Village of Hampshire, Kane, of the Hampshire Village Hall, 234 South State Street, Hampshire, Illinois, for the purpose of hearing and considering testimony as to a proposed Annexation Agreement between the Village of Hampshire and RALC Hampshire, LLC, as current owner, Hampshire, Hampshire Partners Property, LLC, and Northern Builders, Inc., as prospective purchaser and developer of a portion of the property.

The Annexation Agreement has been proposed by the owner(s) to certain property located in Hampshire Township and expressed for annexation, and the annexation agreement along with its terms, development, use and other matters pertaining to said property, is legally described as follows:

The northeasterly half of the northwest quarter of Section 11, in Township 42 North, Range 6 East of the Third Principal Meridian, in the Township of Hampshire, Kane County, Illinois, containing 62.077 Acres, more or less.

PIN: DJ.141-000-000

Common Address: SE corner of Wingrove Road and Higgins Road, Hampshire Township, Kane County, Illinois.

A copy of the proposed Annexation Agreement is on file with the Village Clerk, and may be examined at Village Hall during regular business hours, 9:00 a.m. to 4:30 p.m., daily. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard.

You are further notified that in accordance with law the proposed Annexation Agreement may be amended, altered, modified, amended or redrafted in its entirety after the public hearing has been concluded.

Published in Daily Herald September 4, 2018 (4508473)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald


County(s) of Cook, Kane, Lake, McHenry

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(s) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published September 4, 2018 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PAIDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY

[Signature]

Authorized Agent

Control # 4508473
NOTICE OF PUBLIC HEARING
FOR PROPOSED ANNEXATION AGREEMENT
REGARDING CERTAIN PROPERTY TO BE ANNEXED
TO THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

On Thursday, September 20, 2018, at 7:00 p.m., a public hearing will be held by the President and Board of Trustees of the Village of Hampshire, Illinois, at the Hampshire Village Hall, 234 South State Street, Hampshire, Illinois, for the purpose of hearing and considering testimony as to a proposed Annexation Agreement between the Village of Hampshire and RALC Hampshire, LLC, as current owner; Hampshire; Hampshire Partners Property, LLC; and Northern Builders, Inc. as prospective purchaser/developer of a portion of the property.

The Annexation Agreement has been proposed by the owner as to certain property located in Hampshire Township and proposed for annexation, and the proposed agreement also relates to zoning, development, use and other matters pertaining to said property, which is legally described as follows:

The West Half of the Northwest Quarter of Section 11, in Township 42 North, Range 6 East of the Third Principal Meridian, (except the East 300.00 Feet thereof), in the Township of Hampshire, Kane County, Illinois. Containing 62.077 Acres (or, 2,704,080 sq. ft.), more or less.

PIN: 01-11-100-005

Common Address: SE corner of Widmayer Road and Higgins Road, Hampshire Township, Kane County, Illinois.

A copy of the proposed Annexation Agreement is on file with the Village Clerk, and may be examined at Village Hall during regular business hours, 9:00 a.m. to 4:30 p.m. daily. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard.

You are further notified that in accordance with law the proposed Annexation Agreement may be changed, altered, modified, amended or re-drafted in its entirety after the public hearing has been concluded.

Linda Vasquez
Village Clerk
PETITION FOR ANNEXATION
OF CERTAIN TERRITORY TO THE VILLAGE OF HAMPShIRE, KANE COUNTY, ILLINOIS

TO: The President and Board of Trustees
Village of Hampshire, Kane County, Illinois

THE UNDERSIGNED PETITIONERS hereby request annexation of certain territory to the Village of Hampshire, Kane County, Illinois, and under oath, state as follows:

2. The following described territory is sought to be annexed to the Village of Hampshire, Kane County, Illinois by this Petition:

SEE ATTACHED EXHIBIT "A"

3. The Owners of Record of the parcels included within the territory to be annexed are as follows:

4. There are a total of Owners of Record in the territory to be annexed pursuant to this Petition.

6. The undersigned, Owners in number, constitute a majority of the owners of record of land within the territory to be annexed to the Village of Hampshire.

7. Pursuant to the Illinois Municipal Code, Section 7-1-1.1, an Elector is a person who is registered to vote. 65 ILCS 5/7-1-1.1.

8. The following persons are Electors, to wit: registered voters pursuant to the Illinois Municipal Code, Section 7-1-1.1, 65 ILCS 5/7-1-1.1, who reside within the territory to be annexed pursuant to this Petition for Annexation of Certain Territory to the Village of Hampshire:

1
9. The undersigned, __0__ Electors in number, constitute a majority of the Electors who reside within the territory to be annexed to the Village of Hampshire.

11. The above-described territory is not presently within the corporate limits of any municipality.

12. The above-described property is contiguous to the existing boundary of the Village of Hampshire, a Municipal Corporation, in Kane County, Illinois.

13. An accurate map of the territory to be annexed is attached hereto and incorporated herein as Exhibit "B."

WHEREFORE, the undersigned petitioners respectfully request:

A. That the above-described Property be annexed to the Village of Hampshire, Illinois by ordinance of the President and Board of Trustees of the Village, pursuant to Section 5/7-1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq.

B. That the Property be classified in the M-2 General Industrial Zoning District in the Village.

Respectfully Submitted:

OWNER

by: RALC Hampshire LLC

ELECTORS:

________________________________________

________________________________________

________________________________________

2
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 8/14/18 before me, Donovan Roark, Notary Public, personally appeared Robert Jafar, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ________________________________
Document Date: ____________________________ Number of Pages: ______
Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name: ____________________________ Signer’s Name: ____________________________
☑ Corporate Officer - Title(s): ____________________________ ☑ Corporate Officer - Title(s): ____________________________
☑ Partner - ☐ Limited ☐ General ☑ Partner - ☐ Limited ☐ General
☑ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact
☑ Trustee ☐ Guardian of Conservator ☐ Trustee ☐ Guardian of Conservator
☑ Other: ____________________________ ☑ Other: ____________________________
Signer is Representing: ____________________________ Signer is Representing: ____________________________

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M1304-09 (09/17)
STATE OF ILLINOIS
COUNTY OF

I, ____________________________, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________________, personally known to be the same person whose name is subscribed to the foregoing Petition for Annexation, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Petition for Annexation, as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this ______ day of __________________________, 2018.

______________________________
Notary Public

I, ____________________________, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________________, personally known to be the same person whose name is subscribed to the foregoing Petition for Annexation, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Petition for Annexation, as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this ______ day of __________________________, 2018.
Petition to Annex

Exhibit A
Legal Description of Territory to be Annexed

The West Half of the Northwest Quarter of Section 11, in Township 42 North, Range 6 East of the Third Principal Meridian, (except the East 300.00 Feet thereof), in the Township of Hampshire, Kane County, Illinois. Containing 62.077 Acres (or, 2,704,080 sq. ft.), more or less.

PIN: 01-11-100-005
Common Address: SE corner of Widmayer Road and Higgins Road, Hampshire Township, Kane County, Illinois.
ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into by and between RALC Hampshire, LLC, an Illinois limited liability company ("RALC"), Hampshire Partners Property LLC, an Illinois limited liability company ("Hampshire Partners"), Northern Builders, Inc., an Illinois corporation ("Northern"), and the Village of Hampshire, of Kane County, Illinois, an Illinois municipal corporation, 234 South State Street, Hampshire, Illinois 60140 (the "Village").

WHEREAS, RALC as current Owner, and Hampshire Partners and/or Northern Builders, as prospective purchasers of a portion of the Subject Property, as defined herein, may sometimes be referred to hereafter individually as an "Owner" and together as the "Owners."

WHEREAS, RALC is the current owner of two tracts of land constituting a total of 80 acres, more or less, comprised of the following: i) a parcel of approximately 61.77 acres, designated as PIN 01-11-100-005, which is to be annexed to the Village (the "Annex Parcel"); and ii) a parcel of approximately 18.23 acres designated as PIN 01-11-100-006, which is located within the boundaries of the Village (the "RALC Additional Parcel"); and

WHEREAS, the Annex Parcel and the RALC Additional Parcel are collectively referred to herein as the "Subject Property"; and

WHEREAS, the Annex Parcel is legally described as set forth on EXHIBIT A, the Petition to Annex said territory to the Village; and

WHEREAS, the RALC Additional Parcel is legally described as set forth on EXHIBIT B; and

WHEREAS, it is understood and agreed that RALC intends to combine the Annex Parcel and the RALC Additional Parcel and then to subdivide the Subject Property into a subdivision to be designated the Hampshire Grove Business Park Subdivision (the "Subdivision") in the Village; and

WHEREAS, it is further understood and agreed that RALC intends to sell and convey to Hampshire Partners the portion of the Subject Property designated as Lot 1 on the Site Plan attached hereto and made a part hereof as EXHIBIT C (the "Site Plan"), being a parcel of 16.652 acres more or less (hereinafter referred to as the "Hampshire Partners Property"), and

WHEREAS, the balance of the Annex Parcel and the RALC Additional Parcel is depicted as Lot 2 on the Site Plan; and

WHEREAS, for purposes of this Agreement all references to Lot 1 and Lot 2 shall refer to the parcels as depicted on the Site Plan; and

WHEREAS, Hampshire Partners and/or Northern intends to develop Lot 1 on the terms set forth herein; and

WHEREAS, RALC further intends to retain ownership of Lot 2, constituting the remaining 63.348
acres of the Subject Property, and RALC may in the future develop, and/or sell and convey Lot 2 or portions thereof, to a third party or parties for development, subject to the terms and provisions of this Annexation Agreement, and

WHEREAS, no plans for development have been submitted for development of Lot 2 or any portion thereof this time, nor have any been reviewed by the Village at the time of this Agreement; and no such plans are approved by the Village as a part of this Agreement; but development of Lot 2 in the future shall be and is subject to the terms of this Annexation Agreement and

WHEREAS, the Annex Parcel does not lie within the boundaries of any municipality but is contiguous to the Village, and it may be annexed thereto as provided in Article VII of the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq.; and

WHEREAS, there are no Electors residing on the Annex Parcel; and

WHEREAS, RALC desires that the Annex Parcel be annexed to the Village upon the terms and conditions hereinafter set forth; and

WHEREAS, the Corporate Authorities, after due consideration, have concluded that the annexation of the Annex Parcel to the Village on the terms and conditions hereinafter set forth would further the growth of the Village, enable the Village to control development of the area, and serve the best interests of the Village; and

WHEREAS, pursuant to the provisions of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 et seq., a proposed Annexation Agreement in substance and in form the same as this Agreement was submitted to the Corporate Authorities for consideration, and a public hearing was held in regard to same on September 20, 2018, pursuant to notice published in the Daily Herald newspaper, on September 2, 2018, as provided by statute; and

WHEREAS, RALC, Northern and Hampshire Partners desire that the Subject Property be classified in the M-2 Restricted Industrial Zoning District in the Village, pursuant to Chapter 6 of the Hampshire Municipal Code of 1985, as amended, and as more specifically set forth herein and in accordance with the Petition for Map Amendment filed by Owner with the Village Clerk; and

WHEREAS, a public hearing concerning said zoning requests was held before the Hampshire Zoning Board of Appeals on August 28, 2018, pursuant to public notice as provided by law; and following said hearing, the Zoning Board of Appeals recommended classification of the Subject Property in the M-2 Restricted Industrial Zoning District in the Village; and

WHEREAS, RALC, Northern and Hampshire Partners intend for annexation of the Annex Parcel to be contingent upon a closing on the proposed sale and conveyance of Lot 1 from RALC to Hampshire Partners.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. **Incorporation of Recitals.** The foregoing recitals are material to this Agreement and are
incorporated into this Agreement as if fully stated in this Paragraph 1. The Parties acknowledge the truth and accuracy of the foregoing recitals.

2. **Authority.** This Agreement is made pursuant to and in accordance with the provisions of the Illinois Municipal Code (Chapter 65 of the Illinois Compiled Statutes) including but not limited to the authority granted to the Village, inter alia, to annex territory pursuant to §7-1-1 et seq. thereof; to make agreements therefor, pursuant to §11-15.1 thereof; to approve zoning map amendments pursuant to §11-13-1 et seq. thereof; to grant subdivision approvals pursuant to §11-13-7 thereof; to enter into contracts for the construction of sanitary sewer and public water facilities; and to accept dedications of land by easement or deed for public use.

3. **Petition to Annex.** RALC has filed with the Village a Petition to annex the Annex Parcel to the Village, pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq., a copy of said Petition, bearing also the legal description of said territory, is attached hereto and incorporated herein as EXHIBIT D.

4. **Annexation.** The Village hereby agrees to annex the Annex Parcel upon the terms and conditions set forth in this Agreement.

5. **Village Requirements and Fees.** The Village shall waive the enforcement and collection of the following fees for the proposed industrial building to be erected on Lot 1: i) connection fee for water; and ii) connection fee for sanitary sewer.

6. **Zoning and Subdivision Approvals.**
   a. The Village agrees to classify the Subject Property in the M-2 Restricted Industrial Zoning District.
   b. The Village agrees to permit the Hampshire Partners Property to be developed substantially in accordance with the following:
      i) Civil Engineering Plans for Lot 1, prepared by SPACECO, last revised on ________________, which plans are referred to herein as EXHIBIT E the cover page of which is attached hereto for identification purposes and which are available in their entirety at the office of the Village Clerk;
      ii) Final Plat of Subdivision for Hampshire Grove Business Park Subdivision prepared by SPACECO, dated ________________, 2018, which plat is referred to herein as EXHIBIT F.

      The Final Engineering Plans for Lot 1 as shown on EXHIBIT E, and the Concept Plan for Lot 2 attached hereto and made a part hereof as EXHIBIT G, may be referred to herein as the “Plans.” The Village shall grant all necessary approvals of the Plans upon proper application therefor and in accordance with the required procedures in order to permit development of the Subject Property in substantial conformity with said Plans.
   c. Construction maybe phased on the Subject Property. Each phase shall connect directly to a completed street or highway. No person or entity shall commence construction on a second or succeeding phase within the Subject Property if that person or entity is in default of any obligation to the Village. This prohibition shall apply only to the person or entity in default.
d. The Village shall approve the Plat of Subdivision identified above as the final plan for subdivision by separate Resolution promptly after annexation, and shall approve any further plats of subdivision which are consistent with the Plans by Resolution enacted promptly after request therefor by the applicable Owner.

e. The Village shall, pursuant to the procedures and standards set forth in the Subdivision Regulations of the Village Code and after submittal of a final plat of subdivision for all or any portion of the Subject Property, approve any such final plat of subdivision which is in compliance with the requirements of the Village's Subdivision regulations and in substantial conformance with the Plans and any applicable Preliminary Plat.

f. In the course of seeking approval of any final plat of subdivision of the Subject Property, or any portion(s) thereof, the applicable Owner may at its sole cost and expense seek additional zoning approvals and subdivision variations, which approvals or variations shall be subject to Village approval in accordance with all applicable Village codes and ordinances, without the need for further amending this Agreement.

g. Each Owner agrees that no lots shall be sold or buildings constructed on lots in any portion of the Subject Property for which a Final Plat of Subdivision has not yet been recorded.

7. **Public Sanitary Sewer Service in the Development.** The following terms and provisions shall apply to the public sanitary sewer service in the Subdivision.

a. Construction of Sewer Improvements for Lot 1 shall be as noted on EXHIBIT E.

i) Hampshire Partners at its sole cost and expense shall cause Northern to construct the sanitary sewer improvements necessary to service Lot 1 of the Subdivision and as depicted on EXHIBIT E and also, any sanitary sewer improvements included in the new street to be extended to Lot 1.

ii) Northern shall post with the Village security for purposes of securing the performance of and payment for the work involved in constructing such Sewer Improvements, otherwise in accordance with the requirements of Paragraph 14 below.

b. **Construction of Sewer Improvements for Lot 2.** Owner shall design, obtain permits for and construct all sanitary sewer service improvements, at Owner's sole cost and expense, for Lot 2 and any portions thereof, subject to the approval of the Village, at the time of development of Lot 2 or any portions thereof, respectively and substantially in accordance with the plans for Lot 2 as shown on EXHIBIT E.

c. **Installation and Conveyance of Sanitary Sewer Mains.** Owner shall install and convey to the Village by mutually agreeable form bill of sale, and the Village shall by Resolution accept all public sanitary sewer mains constructed on the Subject Property after the Effective Date of this Agreement, provided such improvements have been constructed in accordance with the provisions of the Village Code, this Agreement, and the approved Plans.

d. **On-Site Permits.** Hampshire Partners shall be responsible to obtain permits required for on-site sanitary sewer improvements attributable to the development of Lot 1; and the applicable Owner shall be responsible to obtain permits required for on-site sanitary sewer improvements attributable to the
development of any other portion of the Subject Property.

ey. No Further Sanitary Sewer Improvements. Except as otherwise specified in this Agreement, and except for construction of on-site sanitary sewer mains and related improvements, no Owner shall have any further obligation to construct any sanitary Sewer Improvements for the Subject Property.

8. Public Water Service to the Development. The following terms and provisions shall apply to the public water service in the Subdivision:

a. Construction of Water Improvements for Lot 1 shall be as noted on EXHIBIT E.

i) Hampshire Partners at its sole cost and expense shall cause Northern to construct the water supply and distribution improvements necessary to service Lot 1 of the Subdivision and as depicted on EXHIBIT E, and also, any water improvements included in the new street to be constructed to extend to Lot 1.

ii) Northern shall post with the Village security for purposes of securing the performance of and payment for the work involved in constructing such later improvements in accordance with the requirements of Paragraph 14 below.

b. Construction of Water Improvements for Lot 2. Owner shall design, obtain permits for and construct water mains and related improvements, at Owner's sole cost and expense, for Lot 2 and any portions thereof, subject to the approval of the Village, at the time of development of Lot 2 or any portions thereof.

c. Installation and Conveyance of Water Mains. Owner shall install and convey to the Village by mutually agreeable form bill of sale and the Village, by Resolution, shall accept all public water mains Owner constructs on the Subject Property after the Effective Date of this Agreement, provided such improvements have been constructed in accordance with the provisions of the Village Code, this Agreement and the approved Plans.

d. On-Site Permits. Hampshire Partners shall be responsible to obtain permits required for on-site water improvements attributable to the development of Lot 1; and the applicable Owner shall be responsible to obtain permits for on-site water improvements attributable to the development of any other portion of the Subject Property.

e. No Further Water Improvements. Except as otherwise specified in this Agreement, and except for construction of any and all on-site water mains and related improvements, no Owner shall have any further obligations to construct any water improvements for the Subdivision and/or for Subject Property thereof.

9. FPA Amendment. The Parties acknowledge and agree that the Subject Property is not located within the Village's Facilities Planning Area ("FPA") as defined and recognized by the Illinois Environmental Protection Agency ("IEPA"); and that, current IEPA regulations do not require a formal amendment to said FPA, or to the Village's Facilities Plan, in order to serve the Subject Property with wastewater and water services. In the event that it is or becomes necessary to obtain approval of an amendment to the Village's FPA and/or Facilities Plan from IEPA in order to provide water and sewer services to the Subject Property, then the Village shall diligently pursue such amendment.
10. **Storm Sewers and Related Drainage Improvements / Detention Facilities in the Subdivision.**

   a. The applicable Owner shall at its sole expense construct, operate and maintain any and all required storm water and related drainage improvements on the Subject Property. Any storm sewers or stormwater detention or retention facilities ("Detention Facilities") that may be required for the extension of the new street from Flannagan Drive in Hampshire Woods Subdivision shall be designed by, constructed by and paid for by Northern and operated and maintained by the Owner of Lot 1.

   b. Pursuant to the requirements of the Village Code and Kane County stormwater ordinance, as they may apply to the Subject Property, the Owner or each respective Owner, as the case may be, shall refrain from objecting to and agrees to cooperate with the Village in proposing and then establishing a special service area ("SSA") for the Subject Property to be utilized as a back-up funding mechanism for the care and maintenance of any Detention Facilities located on Owner’s property and serving same. The SSA shall be formed by an ordinance proposing establishment and a follow-up ordinance establishing such SSA, in accordance with the Village Code, County Ordinance, and Illinois law, 35 ILCS 200/27-5 et seq.

11. **Recaptures to be Paid in Relation to Development of the Subject Property.**

The Village acknowledges and agrees that there are no reimbursements or recapture payments due from the Owner as a result of improvements constructed by any third party which benefit the Subject Property, and that the Village shall not approve any recapture agreements or ordinances which would burden any Owner or the Subject Property with any reimbursement or recapture obligation without Owner’s prior written consent, which consent may be given or withheld in Owner’s sole and absolute discretion.

12. **Impact Fees/Off-Site Improvements.**

   a. The Parties acknowledge and agree that so long as development of the Subject Property is for commercial buildings and purposes, and not for residential purposes, there are no developmental impact fees due to the Village on account of the proposed development.

   b. The County of Kane has enacted an ordinance requiring payment to the County of a transportation impact fee, and Owner shall be and is required to pay such fee as required by the County Ordinance or as otherwise agreed by Kane County. Owner shall pay the County Transportation Fee as due under the County Transportation Impact Fee Ordinance, and shall file with the Village a receipt evidencing payment of such fee as a condition of issuance of any building permit by the Village.

13. **Road, Street and Utility Construction Standards.**

   a. Hampshire Partners shall cause Northern, at its sole cost and expense, to construct and extend a new street connecting Lot 1 to Flannigan Drive in the Hampshire Woods Subdivision, pursuant to the cross section set forth in EXHIBIT E. The Village shall cooperate and obtain approvals for vacation of a portion of the Village Tree Preservation Property in Hampshire Woods Subdivision in order to allow for completion of construction of such new street by no later than October 1, 2018.

   b. The Village shall use its best efforts to obtain a dedication of such portions of the property in Hampshire Woods Subdivision, owned by Flannigan and/or Wayne Hummer Trust and such
portion of the property owned by Buckhead Meats, a division of Sysco Foods, to extend Flannigan Drive to the Hampshire Partners Property by no later than October 1, 2018.

c. Each street right-of-way shall be dedicated to the Village in a final plat of subdivision or by deed of dedication if the improvement is not a part of a subdivision. Said roads shall be constructed in accordance with the specifications contained in the Final Engineering Plans, EXHIBIT E.

d. Each applicable Owner shall have the right, but not the obligation, to install the final lift or surface course to roadways within any phase of the Subject Property during the year that the binder course is installed subject to the Village Engineer’s approval. After completion of the construction and/or acceptance of any street or road by the Village, and if construction traffic of an Owner, its agents or employees continues to utilize its street or road, such Owner shall be responsible for keeping the street or road free from construction debris as otherwise set forth in this Paragraph, and further such Owner shall be responsible for repair or damages to the street or road caused by such construction traffic of its agent and employees. Acceptance of said roads shall be as provided in this Section.

e. From and after the time of acceptance of any roadway improvements by the Village, the Village shall then maintain said improvements, subject to the requirement that Owner provide a maintenance bond in accordance with the provisions below.

f. Each applicable Owner acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt and mud clots on streets and roadways adjacent to the construction site.

(i) Accordingly, each applicable Owner shall perform the following tasks:

1. Inspect and clean the streets and roadways adjacent to and within 1,000 feet of such Owner’s construction site as needed during each week while construction is occurring on said site.
2. Periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing so as to comply with applicable Village regulations.
3. At all times prior to issuance of a Certificate of Completion by the Village for any street constructed in the Subdivision, within twelve (12) hours following an accumulation of one (1”) inch or more of snow thereon in any eight (8) hour period, cause such street to be plowed and such snow cleared therefrom.

(ii) As security for such obligations, and as a condition of approval of a Final Plat for all or any part of the Subject Property, or the issuance of any grading permit as the case may be, each applicable Owner shall make a deposit with the Village Clerk in the sum of Five Thousand ($5,000.00) Dollars as and for a “Site Control Escrow.”

(iii) In the event an applicable Owner fails to remove snow from the streets, mow weeds, pick up debris, or repair or replace soil erosion control fencing as reasonably required in accordance with the provisions of this Agreement, or within twenty-four (24) hours after receipt of notice from the Village of such Owner’s failure to comply with the provisions of this Agreement, then the Village may perform, or contract with others to perform, such undertaking and deduct from the Site Control Escrow the costs thereof.
(iv) Each Owner shall, within fifteen (15) business days following written notice of such expenditure from the Village, replenish the applicable Site Control Escrow by delivering an additional deposit to the Village Clerk so as to maintain in the applicable Site Control Escrow a sum equal to Five Thousand ($5,000.00) Dollars.

(iv) Within fifteen (15) business days following final acceptance of all public improvements, any sum then remaining on deposit with the Village for Site Control Escrow pursuant to this Section shall be returned to the applicable Owner.

g. Each applicable Owner shall provide adequate lighting of public streets within its portion of the Subject Property; and Hampshire Partners and/or Northern shall provide such lighting for the new street connecting Lot 1 to Flannigan Road in Hampshire Woods Subdivision, in accordance with the Hampshire Municipal Code, Section 7-3-8 and the applicable light standard prescribed by the Village. Upon installation and acceptance by the Village, the Village shall be responsible for maintenance of said lighting, subject to the requirement that the Owner which installed or caused the installation of such lighting provide a maintenance bond in accordance with the provisions of Section 13 below.

h. The design standards for streetlights, street signs, and traffic signs shall be as set forth on EXHIBIT E.

(i) Temporary or permanent street signs shall be installed throughout a phase or unit of the development on the Subject Property and any street or streets leading into such phase or unit prior to the issuance of any building permit for a building to be located in such phase or unit.

(ii) The design of any temporary street sign shall be subject to the review and approval of the Village Engineer.

(iii) Permanent street signs, traffic control signs, and street lights shall be installed and shall be fully operational throughout a phase or unit of the development of the Subject Property prior to the issuance of any certificate of occupancy for a building located in such phase or unit.

i. No sidewalk and no bituminous surface course for any street in the development on the Subject Property shall be installed at any time before April 15 or after December 1 in any calendar year unless approved by the Village Engineer.

14 Public Improvements - Security and Acceptance.

a. The public improvements shall include the roads, streets and sidewalks, the sanitary sewer and water main improvements, all detention/retention areas and facilities, located in the Subject Property as identified on the Preliminary Plan. A final plat for any phase or unit of the development may be approved, but shall not be recorded until adequate security has been provided for the completion of the public improvements attributable to that phase or unit.

b. The security to be provided by an Owner for public improvements benefiting an individual phase or unit of development within the Subject Property shall be in accordance with the requirements of Village Code, for the purposes of securing performance of and payment for the work. Such security shall be in the form of performance and payment bonds or letters of credit, as an Owner may elect, provided however that the form of said bonds or letters of credit shall be subject to review and approval by the Village Attorney, which approval shall not unreasonably be withheld or delayed.
c. To the extent utility improvements are developed or installed in phases or units, the Village shall inspect and accept the same on a phase-by-phase or unit-by-unit basis. Each Owner shall be required to install water lines and sewer mains in each phase or unit only as each such phase or unit is platted and approved by the Village.

d. The security posted by an Owner may be reduced by the Village from time to time, upon request by such Owner and as public improvements within the Subject Property are completed, approved by the Village Engineer, and paid for, and prior to the acceptance of such improvements by the Village. The Village shall review any request for reduction of the security within forty-five (45) days of receipt of a request therefor, or within forty-five (45) days of the Village's receipt of the last document(s) required to support such reduction. If the request is denied, the Village shall provide such Owner with a written statement specifying the reasons for the denial of the request, including specifications of the requirements of law or the requirements of this Agreement which the request or supporting documents fails to meet. The Village shall reduce such security upon such Owner's compliance with said requirements. No more than four (4) requests for reductions shall be made for any phase or unit of the development in any twelve (12) month period.

e. In addition, each Owner shall comply with the requirements contained in the Village's Subdivision Regulations pertaining to the bonding requirement for maintenance after acceptance of public improvements.

f. Upon the sale and transfer of any portion of the Subject Property, the selling Owner may be released from the obligation secured by its security instrument for public improvements, on the condition that that the Village approves and accepts substitute security from the purchaser, transferor, assignor, or other successor to such Owner.

g. Upon request of an Owner for a Certificate of Completion (“Certificate of Completion”), the Village Engineer, within five (5) days shall inspect the improvements subject to the request and either issue a Certificate of Completion or a punchlist of items that need to be completed to obtain such Certificate. Upon such Owner's compliance with the deficiencies identified as the basis for denying the Certificate of Completion, the Village shall as soon as practicable thereafter issue such Certificate of Completion. Upon acceptance of the public improvements, the Village shall be responsible for the ownership and maintenance of said public improvements, subject to the requirement that the Owner which installed or caused the installation of such public improvements provide a maintenance bond for a period of two (2) years after such acceptance.

h. The parties acknowledge that improvements to the intersection of Higgins Road and US Highway 20 shall be substantially in the location and configuration depicted on Exhibit H, attached hereto and incorporated herein by this reference, and – TBD -. There shall be no access to or from the Subject Property via Higgins Road unless or until such improvements have been constructed.

15 Site Development Work/Temporary Facilities/Interim Uses.

a. After the adoption of an ordinance or ordinances approving an appropriate zoning amendment and / or a resolution approving a preliminary plat for the entire Subject Property, but prior to the approval of any final plat of subdivision for, or the availability of public improvements on, the Subject Property, or any portion thereof, an Owner shall have the right, at its own risk, to install or erect a construction office or trailer, with a parking lot, on such Owner's portion of the Subject Property, but only
after obtaining all applicable permits therefrom from the Village; and provided, however, that no such structure shall be within 15 feet of any property line of such Owner's portion of the Subject Property, and provided further that the location of any trailers shall be subject to Village approval, which approval shall not unreasonably be withheld.

b. Any time after the execution of this Agreement, and prior to approval of any final plat of subdivision for the Subject Property, or any part(s) thereof, an Owner may undertake excavation, mass grading, erosion and sedimentation control, stormwater retention and detention, filling, soil stockpiling and site grading ("Grading and Site Development Work") in and upon such Owner's portion of the Subject Property or portions thereof; provided, however, that such Owner shall undertake such work at its own risk. No Owner shall undertake such work except with the Village Engineer's prior approval of appropriate plans containing sufficient information to demonstrate that the work will be accomplished in accordance with sound engineering practices. The Village Engineer's prior approval shall be evidenced by the issuance of a mass grading permit. Any earthwork performed pursuant to this Paragraph shall be subject to the requirements of EXHIBIT I attached hereto and incorporated herein by this reference. Additionally, an Owner shall be required to take such action as may be necessary to assure that such work ultimately complies with the approved final engineering plans for the applicable portion of the Subject Property. Prior to commencing work hereunder, an Owner shall also obtain all necessary permits for such work from any applicable government agency other than the Village, and evidence same to the Village. Each Owner agrees to indemnify, defend and hold harmless the Village and its Corporate Authorities, officers, agents, employees and consultants (collectively, the "Indemnitees") from all claims, demands, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the mass Grading and Site Development Work permitted under this sub-paragraph.

c. The property is currently used for farming, and has no residential or other structure(s) thereon. Farming, including the rental of land for farmland operations, shall be allowed as an interim use on the Subject Property. No other interim uses shall be permitted.

d. There shall be no access to Lot I from Widmayer Road, provided, however, the Village may in the future permit such access, and access to the Subject Property to and from Widmayer Road and/or Higgins Road, if in the sole discretion of the Village sufficient appropriate improvements have been made to such road or roads, respectively.

e. Construction activities on the Subject Property shall be conducted between the hours of 6:00 a.m. to 7:00 p.m. Monday through Friday and 6:00 a.m. to 4:00 p.m. on Saturday and Sunday.

f. Any wetlands on the Subject Property shall be properly delineated in accordance with applicable regulations, and thereafter shall be governed by the regulations applicable to the delineated area.

g. Each Owner shall at its sole expense utilize such erosion control measures for any work on the site as are reasonably deemed necessary by best practices, or by the Village Engineer.

16 Landscaping. Landscaping for portions of the Subject Property shall be determined at the time of development, and the applicable owner shall submit a landscape plan for review and approval by the Village and shall comply with the approved plan.

17 Tree Regulations. Village shall not require Owner to comply with and shall waive the Village's Tree Preservation Regulations, Hampshire Municipal Code, §5-16-1 et seq.
18. **Signage.** Each Owner shall comply with applicable signage rules and regulations for such Owner's portion of the Subject Property.

19. **Occupancy Certificates.**

   a. Upon application therefor, the Village shall consider and when appropriate issue a certificate of occupancy for any building constructed on the Subject Property.

   b. Street signs, traffic control signs and streetlights shall be installed and be fully operational throughout a phase of development on the Subject Property prior to the issuance of any certificate of occupancy for any structure constructed in such phase.

20. **Village Codes and Ordinances.**

   a. Except as specifically modified pursuant to this Agreement, and/or in the Preliminary Plan, the Preliminary Engineering Plans, and the exhibits attached hereto, the Subject Property shall be developed in compliance with all codes and regulations of the Village in effect as of the Effective Date of this Agreement and all other ordinances of the Village.

   b. The foregoing to the contrary notwithstanding, in the event the Village is required to modify, amend or enact any ordinance or regulation, and to apply the same to the Subject Property, pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the Subject Property and each Owner shall comply with same; provided, however, that any so-called "grandfather" provision contained in such superior governmental mandate which would serve to exempt or delay implementation against the Subject Property shall be given full force and effect.

21. **Defense.**

   a. The Village agrees to cooperate with each Owner in the defense of this Agreement, the annexation, the zoning, and the preliminary and final subdivision plat approval against any lawsuit(s) brought by any person or persons, including any other governmental body, challenging the same.

   b. In the event of any such challenge, an Owner may elect to appear and defend the litigation, or may tender such defense to the Village. If an Owner elects to appear and defend, the Village may also be represented by counsel of its choosing. In any event, the applicable Owner shall reimburse the Village for the reasonable costs incurred by the Village in such defense, including reasonable attorneys' fees, and fees for consultants or other professionals reasonably necessary in the sole discretion of the Village for such defense.

   c. If an Owner tenders defense of any such action to the Village, the Village and such Owner shall by mutual agreement select an attorney to represent them, so long as there is no conflict between their respective positions. In the event of any conflict, then each party may be represented by its own counsel, per sub-paragraph (b) above. The Village and such Owner will cooperate with each other in connection with the litigation.

   d. An Owner shall reimburse to the Village all of the Village's reasonable costs and expenses including that of attorneys, consultants and other professionals related to the enforcement of the
terms of any settlement agreement.

22. **Reimbursement of Village Expenses and Consultant Fees.** Owner shall reimburse the Village for any and all costs incurred by the Village for the services of any expert or consultant deemed in the sole discretion of the Village to be necessary or advisable for review of all or any part of the design, plans, agreements, or any other element or feature of the development of the Subject Property in accordance with the then applicable provisions of the Village Code. Such costs shall be billed by the Village and payable by Owner in accordance with the then applicable provisions of the Village Code. The obligation of an Owner shall include depositing such sum or sums with the Village Clerk to secure payment of such fees as is required by written Village policy in effect at the time of approval of this Agreement.

23. **Term of Agreement.** This Agreement shall remain in full force and effect until the earlier of the following (the “Term”):

   a. the completion and acceptance of all public improvements and the issuance of the last certificate of occupancy by the Village for the last building located on the Subject Property, or,

   b. the twenty (20) year anniversary of the Effective Date of this Agreement.

24. **Amendments.** This Annexation Agreement may be amended, by a writing approved by the parties, in accordance with law. Provided, however, for any amendment pertaining to only a portion of the Subject Property, the written approval of only the legal title holder(s) of an interest in the portion of the Subject Property which shall be subject to the proposed amendment shall be required to effect such amendment. No purported oral amendment to the Agreement shall be binding or enforceable.

25. **Notices.** All notices, requests and demands shall be in writing and shall be delivered by hand, mailed by certified mail, return receipt requested, or sent via overnight courier as follows:

   To the Village: Village of Hampshire
   234 South State St.
   P.O. Box 457
   Hampshire, IL 60140-0457
   Attention: Village Clerk

   With a copy to: Mark Schuster, Esq.
   Village Attorney
   Bazos, Freeman, Kramer, Schuster & Braithwaite LLC
   1250 Larkin Avenue - Suite 100
   Elgin, IL 60123

   To RALC: RALC Hampshire, LLC
   Box 610
   Batavia, IL 60510
   Attention: Art Zwemke
   Phone No.: 630-879-8703
   Fax No.: 630-879-8927
   Email: arthur@robertarthurlandcompany.com
Notices shall be deemed received, in the case of hand delivery, when actually delivered; in the case of certified mail, five (5) days after deposit with the U.S. Postal Service; and in the case of overnight courier, the day following deposit with the courier.

26. **Mutual Assistance.**

a. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

b. The Village shall grant to each Owner without charge the necessary easements and/or permits as may be required across Village owned or controlled right-of-way or other property for the construction, installation or repair of customer utility lines and other facilities and services as are required for the development of such Owner's portion of the Subject Property. Each Owner agrees to promptly repair and replace any Village property damaged or disturbed by reason of such Owner's work in
connection with the foregoing, in a manner satisfactory to the Village.

27. **Remedies.**

a. This Agreement may be enforced by any Party or by an appropriate action at law or in equity to secure the performance of the terms of this Agreement herein described. Any such action shall be filed in the Sixteenth (16th) Judicial Circuit, Kane County, Illinois, which court shall be the exclusive venue for any such action.

b. No action taken by any Party hereto pursuant to the provisions of this Paragraph or pursuant to the provisions of any other paragraph of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. However, the Village shall not have the right to withhold any approval, consent, license or permit during the pendency of any lawsuit unless the same is related to the subject matter of the lawsuit.

c. If any Party shall fail to perform any of its material obligations hereunder, and the Party affected by such default shall have given written notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said thirty (30) day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either in law or equity, the Party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.

d. The failure of the Parties to insist upon the strict and prompt performance of the terms, agreements, and conditions herein contained, or any one of them, upon any other Party imposed shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

e. If the performance of any terms of this Agreement to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay.

f. Any stop order directing work stoppage on buildings or improvements on the Subject Property or any part thereof shall be set forth in detail the reasons for such stop order and shall cite the provisions of law on which the Village is relying for issuance of such stop order. In the event a stop order is issued as to any part of the work, other trades on the site engaged in any other part of the work not affected by the defective work shall be permitted to continue work. Upon correction of the defect(s) noted, and the request to the Building Inspector or Village Engineer, as the case may be, for a re-inspection, the Village shall re-inspect as soon as practicable thereafter, and if the defects is/are cured, the Village shall withdraw the stop order. In the event there are multiple owners of the Subject Property at the time, any stop order shall be directed only to the owner responsible for the alleged violation and/or to the unit or the development where the alleged violation exists.

28. **Successors and Assigns.**
a. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns, including, without limitation, successor purchasers, grantees, and transferees of the Subject Property, or any portion(s) thereof, and upon successor corporate authorities of the Village. This Agreement shall run with the land.

b. It is acknowledged and agreed that the terms of the annexation agreement of the Subject Property shall not commence unless and until sale and conveyance of the Hampshire Partners Property by RALC to Hampshire Partners has been consummated. RALC shall notify the Village in writing that such sale and conveyance has been consummated and promptly after receipt of such notice, the Village shall by appropriate Ordinance and/or Resolution i) conclude the annexation of the property; ii) classify the property in the Zoning District requested in the Petition for Map Amendment; iii) afford any other zoning relief requested by way of special use and/or variations; and iv) approve the Final Plan of Subdivision.

29. Liability of Corporate Authorities. The Parties hereto acknowledge and agree that the individuals who are members of the corporate authorities entering into this Agreement have each done so in his or her corporate capacity and shall have no personal liability whatsoever for such action.

30. Counterparts. This Agreement may be executed in several counterparts, all of which shall be an original and all of which shall constitute but one and the same agreement.

31. Severability. If this Agreement or any provision hereof is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the terms of the remaining provisions contained herein, unless the Parties mutually deem the provision to be material to this Agreement. The Parties hereby declare that each would have approved each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of whether one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases are declared unconstitutional, invalid or ineffective.

32. Integration. This Agreement constitutes the entire understanding of the Parties relative to the zoning, subdivision and development of the Subject Property. All prior discussions, understandings and agreements pertaining such rezoning, subdivision and development are expressly merged into and superseded by this Agreement.


a. In construing this Agreement, plural terms shall be substituted for singular and singular for plural in any place in which the context so requires. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean business days. If the date for the giving of any notice required or permitted to be given, the occurrence of any event, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice, occurrence or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

b. In the event of any conflict between the terms of this Agreement and the terms of the annexation of the existing 18.23 acre parcel owned by RALC and annexed to the Village by Doc. No. 94K054776, the terms of this Agreement shall prevail and shall be controlling.
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year first above written.

VILLAGE OF HAMPSHIRE

By: ________________________________
   Jeffrey R. Magnussen
   Its: Village President

RALC Hampshire, LLC

By: ________________________________
   Name: ________________________________
   Its: ________________________________

Hampshire Partners Property LLC

By: ________________________________
   Thomas D. Grusecki
   Its: Manager

Northern Builders, Inc.

By: ________________________________
   Thomas D. Grusecki
   Its: President & CEO
Exhibits

EXHIBIT A  Legal Description of Annex Parcel
EXHIBIT B  Legal Description of RALC Additional Parcel
EXHIBIT C  Site Plan for Lot 1 and Lot 2 prepared by Harris Architects, Inc. dated August 26, 2018
EXHIBIT D  Revised Petition to Annex
EXHIBIT E  Civil Engineering Plan for Lot 1 prepared by Spaceco Inc. dated _____________
EXHIBIT F  Plat of Subdivision
EXHIBIT G  Concept Plan for Lot 2
EXHIBIT H  Depiction of Higgins Road / US Highway 20 Intersection Improvements
EXHIBIT I  Earthwork Requirements
EXHIBIT A

Legal Description of Annex Parcel

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 300.00 FEET THEREOF), IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

CONTAINING 62.077 ACRES OR 2,704,080 SQFT MORE OR LESS

PIN: 01-11-100-005

AND ALSO

ALL OF THE WIDMAYER ROAD AND HIGGINS ROAD RIGHT-OF-WAYS LYING ADJACENT TO THE ABOVE DESCRIBED PROPERTY NOT PREVIOUSLY ANNEXED TO THE VILLAGE OF HAMPSHIRE.
EXHIBIT B

Legal Description of RALC Additional Parcel

THE EAST 300.00 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPShIRE, KANE COUNTY, ILLINOIS.

CONTAINING 18.247 ACRES OR 794,824 SQFT MORE OR LESS

PIN: 01-11-100-006
EXHIBIT C

Site Plan for Lot 1 and Lot 2 prepared by Harris Architects, Inc.
dated August 26, 2018

Exhibit C
EXHIBIT D

Revised Petition to Annex

Exhibit D
EXHIBIT E

Civil Engineering Plan for Lot J prepared by Spaceco Inc. dated ________.

Exhibit E
EXHIBIT F

Plat of Subdivision
EXHIBIT G

Concept Plan for Lot 2
EXHIBIT H

Depiction of Higgins Road / US Highway 20
Intersection Improvements

2. Hampshire Site Development Permit Application completed and processed by Village.

3. Performance Guarantee on file with the Village.

4. Cash Deposit / Nuisance Abatement Guarantee on file with Village.

5. Insurance Certificates on file with Village naming the Village and EEI as additional insured.

6. If final plat not recorded, indemnification letter from Developer acknowledging that Developer is proceeding at his/its own risk.


8. Existing floodplain and/or floodway areas must be clearly identified on site.

9. Existing wetland areas and required buffer zones must be clearly identified on site.

10. Agency Approvals
    - Transportation Permits (for construction access only)
    - IDNR and IHPA environmental sign-offs
    - IEPA - NOI
    - Army Corps of Engineers

11. Pre-Construction Conference with Village.
ADDENDUM TO EARTHWORK PERMIT

This Permit is for the work described therein and to be undertaken at the risk of the applicant/developer (the Final Plat of Subdivision for the subject property having not yet been recorded).

The owner of the subject property and the applicant/developer of the subject property (if a different person or entity) shall indemnify and hold harmless the Village, its officials, engineers, and agents, from any and all claims, losses, expenses, demands, suits, judgments, and/or liabilities of any kind, for personal injury, including death, or for property damage, arising out of or resulting from such excavation, mass grading, erosion and sedimentation control, water retention and detention, filling, soil stockpiling, and site grading activities on the Property. The Village shall have the right to retain such attorneys, engineers or other professionals as it deems necessary to respond to any such claim, loss, expense, demand, suit, judgment or liability, and this obligation for indemnification and to hold harmless shall include but not be limited to any and all fees and/or costs, including court costs, which may be incurred by the Village in investigating, examining, discussing, negotiating, or reporting any such claims, losses, expenses, demands, suits, judgments, or liabilities, including consultation with any such professionals.

DATE: ______________________

OWNER:

Individual(s) __________________________ Entity: __________________________

__________________________

By: __________________________

Its:

Subscribed and Sworn to before me this __ day of ____________________, 2018.

____________________

NOTARY PUBLIC

APPLICANT / DEVELOPER:

Name: __________________________

By: __________________________

Its

Subscribed and Sworn to before me this ____ day of ________________, 2018.

____________________

NOTARY PUBLIC
NOTE:
The improvements shown on U.S. Route 20 are for illustrative purposes only. The final improvements are to be determined by IDOT shall prescribe.

EXHIBIT G-2
PROPOSED U.S. ROUTE 20
HIGGINS ROAD IMPROVEMENTS
CONCEPTUAL NEW FACILITY FOR:

PET-AG
HAMPShIRE, ILLINoIS

SITE AREA (±14.74 AC.) ±642,131 S.F.
DETENTION ONSITE
BUILDING AREA
OFFICE 10,000 S.F.
SHIPPING OFFICE 600 S.F.
BIN CAROUSEL 7,200 S.F.
PRODUCTION 15,000 S.F.
WAREHOUSE 123,950 S.F.
TOTAL BUILDING AREA 156,750 S.F.
FUTURE EXPANSION 44,175 S.F.
TOTAL FUTURE BUILDING AREA 200,925 S.F.

PARKING
CAR PARKING PROVIDED 111 CARS
DRIVE IN OVERHEAD DOORS 2 DOORS
TOTAL EXTERIOR DOCKS 14 DOCKS
CLEAR HEIGHT 33'-0"
SITE AREA 1: 180.00 AC. = 13,484,800 S.F.

CONCEPTUAL PLAN FOR:
HAMPSHIRE GROVE BUSINESS PARK
HAMPShIRE, ILLINOIS

HARRIS ARCHITECTS, INC.
WWW.HARRISARCHITECTS.COM

northern
Northern Builders, Inc.
September 10, 2018

Plan Commission and President and Board of Trustees
Village of Hampshire
234 S State St.
Hampshire, Illinois 60140-0457

Re: Village Engineer EEI Concept Plan Review Comments dated September 6th
Hampshire Grove business Center - Concept Plan Review
Village of Hampshire
Kane County, Illinois

Dear Ladies and Gentlemen:

Northern Builders, Inc. is submitting the following response to the referenced Concept Plan review comments provided to the Village on September 6th by EEI. We have included the body of the original comments and added our response to each item in bold italicized underlined lettering—please see below. In addition, and for your convenience, we have included a copy of the original letter from EEI along with the exhibits.

Comments and Response.

1. This is a cursory review of the Concept Plan and detailed review will be completed when Final Engineering Plans and supporting documentation is submitted for review. Additional review comments will be issued as submittals are received. **Understood. No further comments at this time.**

2. As part of Final Engineering, the project will require permits and submittals to the following agencies as appropriate.
   - IEPA for Water Main, Sanitary Sewer, and Storm Water Pollution Control
   - IDNR for Threatened and Endangered Species
   - IHPA for Cultural Resources

   **Understood. Northern Builders will obtain the necessary permits for the project at submit at time of Final Engineering.**

3. A Storm Water Permit Application and supporting calculations in accordance with the Village Ordinance will be required. Ideally, storm water management facilities for the entire development will be coordinated. Note that a wetland delineation and drain tile survey will also be required. **Understood. Northern Builders will submit for Village review a Storm Water Permit Application, will provide all supporting calculations, and will furnish a wetland report and a drain tile survey.**
4. A traffic impact study should be prepared for the overall development to determine the extent of transportation related improvements. **Understood. Northern Builders will provide and submit a traffic impact study for Village review.**

5. The proposed Flanagan Drive requires acquisition of right-of-way from multiple parties, including the Village. **Understood. Northern Builders is cooperating with and working closely with the Village on the documentation necessary for the acquisition of right-of-way for the future Flannigan Drive.**

6. The Village had previously planned for several improvements to roadways in the area. A schematic of potential improvements is attached for your information. The proposed improvements provide for potential solutions to several transportation needs in the area. **Understood. Northern Builders will cooperate and work closely with the Village, staff, and the Village Engineer as it relates to the future improvements to the roadways in the area.**

7. The Village is planning to ultimately abandon its Higgins Road Lift Station. A sanitary sewer easement should be provided to the Village to protect a corridor for this plan. A General Plan is attached for your information. **Understood. Northern Builders will cooperate and work closely with the Village, staff, and the Village Engineer as it relates to the Village’s future needs to accommodate sanitary easements.**

Very truly yours,

Brian M. Novak
Vice President

cc: Linda Vasquez, Village Clerk
    Lori Lyons, Finance Director
    Mark Schuster, Village Attorney
    Michael Mondus P.E., SpaceCo, Inc.
    Brad Sanderson P.E., EEI
    Matthew J. Grusecki, Northern Builders, Inc.
    Robert Tuerk, Northern Builders, Inc.
September 6, 2018

Plan Commission and  
President and Board of Trustees  
Village of Hampshire  
234 S. State Street  
P.O. Box 457  
Hampshire, IL 60140-0457

Re: Hampshire Grove Business Park – Concept Plan Review  
Village of Hampshire  
Kane County, Illinois

Ladies and Gentlemen:

We have reviewed the Concept Plan dated August 26th, 2018 prepared by Harris Architects, Inc. for the above referenced project.

Our review of these plans is to generally determine the plan’s compliance with Village ordinances and whether the improvements will conform to existing Village systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.’s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. We offer the following comments:

1. This is a cursory review of the Concept Plan and detailed review will be completed when Final Engineering Plans and supporting documentation is submitted for review. Additional review comments will be issued as submittals are received.

2. As part of Final Engineering, the project will require permits and submittals to the following agencies as appropriate.
   - IEPA for Water Main, Sanitary Sewer, and Storm Water Pollution Control.
   - IDNR for Threatened and Endangered Species
   - IHPA for Cultural Resources

3. A Storm Water Permit Application and supporting calculations in accordance with the Village Ordinance will be required. Ideally, storm water management facilities for the entire development will be coordinated. Note that a wetland delineation and drain tile survey will also be required.

4. A traffic impact study should be prepared for the overall development to determine the extent of transportation related improvements.
5. The proposed Flanagan Drive requires acquisition of right-of-way from multiple parties, including the Village.

6. The Village had previously planned for several improvements to roadways in the area. A schematic of potential improvements is attached for your information. The proposed improvements provide for potential solutions to several transportation needs in the area.

7. The Village is planning to ultimately abandon its Higgins Road Lift Station. A sanitary sewer easement should be provided to the Village to protect a corridor for this plan. A General Plan is attached for your information.

The developer should provide the requested information and make the necessary revisions and submit two (2) plans for further review. If you have any questions or require additional information, please call our office.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.
Vice President

BPS/jam

pc: Linda Vasquez, Village Clerk (Via e-mail)
Lori Lyons, Finance Director (Via e-mail)
Mark Schuster, Village Attorney (Via e-mail)
Brian M. Novak, Northern Builders, Inc. (Via e-mail)
Michael S. Mondus P.E., Spaceco, Inc. (Via e-mail)
JAM, EEI (Via e-mail)
PROCLAMATION

WHEREAS, Illinois Association for Home and Community Education was organized under the name Illinois Home Bureau Federation for the purpose of improving rural living and family and community life; and

WHEREAS, Illinois Association for Home and Community Education was initiated in July, 1915; an Advisor was hired by the University of Illinois to develop a home improvement association. Kane County joined this University of Illinois Extension program in 1918 as the Kane County Home Improvement Association and evolved into the Kane County Home Bureau in 1920; and

WHEREAS, the Kane County Home Bureau evolved into the Kane County Homemakers Extension Association in 1962, the Kane County Association for Family and Community Education in 1993, the Kane County Homemakers Education Association in 1996, and the Kane County Association for Home and Community Education in 2008, and

WHEREAS, Kane County Association for Home and Community Education is based at the University of Illinois Extension, 535 Randall Road, St. Charles, Illinois; and

WHEREAS, Kane County Association for Home and Community Education is dedicated to addressing the issues of community outreach, cultural enrichment, family living, international study, public relations and community involvement for the entire population of Kane County, regardless of sex, race, color, ethnic background or economic circumstances.

THEREFORE, I, Jeffrey R. Magnussen, President of the Village of Hampshire, do hereby congratulate the Hampshire-Henpeck Unit of Kane County Association for Home and Community Education and proclaim October 7 - 13, 2018 as HCE Week, in commendation of KCAHCE members for their dedication and commitment to the welfare of local communities in Kane County.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Village of Hampshire to be affixed this day of 2018.

Jeffrey R. Magnussen
President, Village of Hampshire
No. 18 -

A RESOLUTION
APPROVING CERTAIN VARIATIONS OF THE LANDSCAPING
REQUIREMENTS FOR THE FINAL PLAN FOR SUBDIVISION FOR
THE LOVES HAMPShIRE SUBDIVISION

WHEREAS, the Village has previously approved the Final Plan for Subdivision for the "Loves Hampshire Subdivision"; and

WHEREAS, the Owner has filed a Petition for Variation of certain landscape requirements for said subdivision, in particular as to the plantings for the islands in the truck parking area, and as to the plantings around the building on the site; and

WHEREAS, the Village Engineer reviewed the Application, and the previously approved Final Plan for Subdivision, and the Village Engineer has approved such variations; and

WHEREAS, the Corporate Authorities find that the variations of the landscape requirements would be an acceptable amendment to the Final Plan of Subdivision previously approved for the subject property, in light of the overall development of the property in question.

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

Section 1. The requested variations of the landscape requirements set out in Chapter 5: Building Regulations, Article XVI: Trees and General Landscaping Requirements, for the Final Plan of Subdivision for the Love’s Hampshire Subdivision, having been approved by the Village Engineer, amendment of the Final Plan for Subdivision previously approved by the Village for the Love’s Hampshire Subdivision, to incorporate said variations, shall be and is hereby approved.

Section 2. Any motion, order, resolution or ordinance in conflict with the provisions of this Resolution is to the extent of such conflict hereby superseded and waived.

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

Section 4. This Resolution shall take full force and effect upon its passage and approval as provided by law.

ADOPTED THIS _____ DAY OF _________________, 2018.

AYES: ________________________________

1
NAYS: 

ABSENT: 

ABSTAIN: 

APPROVED THIS _____ DAY OF ________________, 2018.

____________________________
Jeffrey R. Magnussen
Village President

ATTEST:

____________________________
Linda Vasquez
Village Clerk
Hampshire Village Board
234 South State Street
Hampshire IL 60140
Att: Mayor Magnussen

September 17th, 2018

Village Board Members,

I am requesting Seven thousand four hundred dollars ($7,400.00) in Hampshire Fire Protection District Impact Fee Funds for the purchase of a plymovent (Diesel exhaust removal equipment) for the fire station. We recently purchased a new tanker fire truck replacing our 26-year-old outdated tanker and the new tanker will require a retrofitted plymovent system. I respectfully request your consideration in this purchase. Thank you!

Sincerely,

Trevor Herrmann
Deputy Fire Chief
Hampshire Fire Department

Smoke detectors save lives.
A RESOLUTION
APPROVING AN AMENDED FINAL PLAT OF SUBDIVISION FOR
NEIGHBORHOOD “O” OF THE PRAIRIE RIDGE DEVELOPMENT
IN THE VILLAGE
(Hampshire West LLC -- Prairie Ridge Development)

WHEREAS, the Village has previously approved a Final Development Plan, including the Final Plat of Subdivision for Neighborhood “O” of the Prairie Ridge Development in the Village; and

WHEREAS, the developer has recently succeeded in obtaining approval of a Letter of Map Revision (“LOMR”), which revision renders developable additional territory in said Neighborhood, to wit: two additional residential lots; and

WHEREAS, the Owner has submitted to the Village an Amended Final Plat of Subdivision for Neighborhood “O,” adding two additional lots (Lot 92 and Lot 93) to the development; and

WHEREAS, the Village Plan Commission reviewed said Amended Final Plat of Subdivision, and has recommended approval of same; and

WHEREAS, said Amended Final Plat of Subdivision is otherwise in substantial conformity with the approved Preliminary Development Plan and Preliminary Plat of Subdivision for the Prairie Ridge Development; and

WHEREAS, the Corporate Authorities have reviewed the Amended Final Plat of Subdivision, together with the recommendation of the Plan Commission, and the comments of the Village Engineer, and has determined that the Amended Final Plat of Subdivision is in substantial conformity with the Preliminary Development Plan and Preliminary Plat of Subdivision for the Prairie Ridge Development, presents a good and acceptable plan for development of the property in question, and ought to be approved.

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

Section 1. The Amended Final Plat of Subdivision for Neighborhood “O” of the Prairie Ridge Planned Residential Development in the Village, prepared by Cemcon, Ltd. and dated 6-17-18, shall be and hereby is approved.

Section 2. The Village President shall execute, and the Village Clerk shall attest said Amended Final Plat of Subdivision on behalf of the Village upon receipt of an original thereof duly executed by all other necessary parties, including but not limited to the Owner.
Section 3. The Amended Final Plat of Subdivision for Neighborhood "O" of the Prairie Ridge Development shall be recorded in the Office of the Kane County Recorder at Owner's expense, and the original thereof shall then be filed in the Office of the Village Clerk.

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

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

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

ADOPTED THIS _____ DAY OF ____________________, 2018.

AYES: ________________________________________________

NAYS: _________________________________________________

ABSENT: ________________________________________________

ABSTAIN: ________________________________________________

APPROVED THIS _____ DAY OF ____________________, 2018.

________________________________________
Jeffrey R. Magnussen
Village President

ATTEST:

________________________________________
Linda Vasquez
Village Clerk
Ms. Linda Vasquez  
Village Clerk  
Village of Hampshire  
234 S. State St.  
Hampshire, IL. 60140

Re: Petition for approval of Amended Final Plat (Crown)

Dear Ms. Vasquez:

At the Plan Commission’s regularly scheduled meeting on September 10, 2018, the following matter was submitted to the Plan Commission for its consideration:

Consideration of Amendment to Final Plat for Prairie Ridge Community, Neighborhood O in the Village, to add two additional lots for territory removed from floodplain, pursuant to §7-2-4 of the Village Code.

The Plan Commission members reviewed the proposed amended plat, in light of the standards for subdivision developments set out in Section 7-2-1 et seq. of the Village Code.

After presentation by Mr. Olsen/Crown, and due deliberation by the Commission, on motion duly made and seconded, the Plan Commission determined to recommend approval of the Amended Final Plat, as follows:

A motion to recommend approval of the Amendment to Final Plat for Neighborhood "O" in the Prairie Ridge Community was approved by a vote of 4 aye – 0 nay.

A copy of this recommendation should be forwarded to the Village President and Board of Trustees.

Respectfully submitted,

William Robinson  
Chairman  
Hampshire Plan Commission
Ms. Linda Vasquez  
Village Clerk  
Village of Hampshire  
234 S. State St.  
Hampshire, IL 60140

Re: Petition for approval of Concept Plan  
Hampshire Grove Subdivision

Dear Ms. Vasquez:

At the Plan Commission’s regularly scheduled meeting on September 10, 2018, the following matter was submitted to the Plan Commission for its consideration:

Consideration of a Concept Plan for development of certain property to be designated Hampshire Grove Subdivision, located at the southeast corner (80 acres) of Higgins Road and Widmayer Road, pursuant to §7-2-2 of the Village Code.

The Plan Commission members reviewed the Concept Plan as presented by Mr. Grusecki/Northern Builders, and the comments of Engineering Enterprises concerning same, in light of the standards for subdivision developments set out in § 7-2-1 et seq. of the Village Code.

After due deliberation, the Plan Commission determined to recommend approval of the Concept Plan, as follows:

A motion to recommend approval of the Concept Plan for the 80-acre parcel located at the southeast corner of Higgins Road and Widmayer Road was aas approved by a vote of 4 aye – 0 nay.

A copy of this recommendation should be forwarded to the Village President and Board of Trustees.

Respectfully submitted,

William Robinson  
Chairman  
Hampshire Plan Commission
August 30, 2018

Village of Hampshire
Plan Commission
234 S. State Street
Hampshire, IL 60140

Re: Concept Plan Submittal
Hampshire Grove Business Park / PetAg Project
Hampshire, Illinois

Dear Plan Commission Members:

Northern Builders, Inc. formally requests the Plan Commission review and consideration for the approval of the Concept Plan Submittal for the PetAg project located on approximately 14.7 acres immediately west of the Hampshire Woods Business Park.

We are simultaneously asking for the Plan Commissions to review and consider our Preliminary Plan, submitted concurrent to this Concept Plan but under a separate transmittal.

The PetAg property is part of an 80 acre parcel that is currently in the process of gaining the Village’s approval for both zoning and annexation; that process is well under way.

We have included all the required information for a complete Concept Plan submittal. We ask for your review, consideration and respectfully request your approval and your positive recommendation that it be presented to the Village Board for their approval.

Thank you again for your consideration

Very truly yours,

Brian M. Novak, Vice President

Cc: Matthew Grusecki, Sr. Vice President

NORTHERN BUILDERS, INC.
DEVELOPMENT
CONSTRUCTION
LEASING & MANAGEMENT
August 30, 2018

PetAg Project
Concept Plan Submittal

Concept Plan Narrative

Concept Plan
Sketch Plan prepared by SpaceCo Inc., dated August 24, 2018, Sheet 1 of 1

The concept plan includes a layout of the proposed PetAg project on a site located just west of the existing Hampshire Woods Business Park. The access to the PetAg project is achieved by constructing a new road from the existing Flannigan Road to the site. The road construction is considered a part of the PetAg project.

Existing Conditions
The site is currently farmland. There are no improvements located on the site. Utilities will be extended from the existing utilities located in Flannigan Drive and will be brought to the site as part of the road construction work.

Location Map
Location Map (Site Plan) prepared by Harris Architects, 1 sheet, dated August 27, 2018

The location map indicates the current area of Hampshire Woods and its immediate surrounding area. It indicates the proposed road and PetAg project.
1. Purpose

The Village of Hampshire Façade Improvement Assistance Program is designed to promote the revitalization of Downtown and the surrounding business district in accordance with the goals and recommendations found in the Downtown Design Guidelines on file with the Village. The program will provide financial assistance for façade renovations to help property owners and lessees rehabilitate and restore the exterior of existing buildings.

Eligible Applicants

Applicants may be the owner or lessee of an eligible building within the target area identified in Section III. A lessee’s eligibility is subject to written consent of the building owner for all proposed improvements.

2. Eligible Buildings

The Façade Improvement Assistance Program is intended to provide financial assistance to promote the continued use of existing buildings within the downtown business district and includes all businesses along State Street including the intersection of State Street and Oak Knoll, and those businesses along Washington Street from Elm Street to State Street, on Jefferson Street from Elm Street to Park Street and on Rinn Avenue from State Street to Park Street. Eligible buildings must meet the following criteria:

- The proposed improvements must be to an existing building within the identified district.
- The building shall not be used exclusively for residential purposes.

3. Eligible Improvements

The Façade Program is intended to encourage exterior improvements that preserve and enhance the character of the Village and help create a pedestrian friendly atmosphere. Projects within or adjacent to the downtown shall comply with the design guidelines on file with the Village. Eligible improvements shall include:

- Design professional fees
- Brick cleaning
- Tuck Pointing
- Painting, except for the painting of previously unpainted brick or stone
- Wall façade repair and improvement
- Original architectural features repair and replacement
- Exterior doors
- Windows and window frames
- Shutters
- Awnings
- Exterior lighting
- Streetscape elements
- Landscaping
- Stairs, porches and railings
- Roofs when visible from a public right of way
- Exterior improvements for ADA compliance
- Other improvements that are visible from a public right of way and have a positive impact on the appearance of the building such as dumpster enclosures
4. Ineligible Projects

The Façade Program will not provide funds for working capital, debt refinancing, equipment/inventory acquisition, application fees, permit fees, legal fees, plumbing repair/improvements, HVAC repair/improvements, parking lot resurfacing, signage or interior remodeling. The program will not pay for the painting of previously unpainted brick or stone, sandblasting brick or stone, or any other abrasive cleaning method that may damage or destroy an original architectural feature.

5. Project Terms

The terms of the Façade Improvement Assistance Program are summarized as follows:

a. The total project costs may be reimbursed up to 75% of verified eligible expense
b. Applications will be accepted until all Village-approved grant funds have been expended or the fiscal year.
c. The project must meet all applicable building code and zoning ordinance requirements.
d. Each eligible improvement will be funded only once.
e. The property owner and lessee will be responsible for maintaining the façade improvements without alterations for a period of no less than 5 years, unless otherwise approved by the Village Board.
f. Qualifying projects that began in 2018 and have met the approval of the board will be eligible for reimbursement. Thereafter, each funding cycle will begin on the first day of the fiscal year (May 1) and end on the last day of the Village’s fiscal year (April 30).
g. Qualified applicants may serve as their own contractor, but in this case, only material costs will be covered by the grant.
h. Improvements must be completed within 6 months from the date of the grant approval. A six-month extension may be allowed provided there is a demonstrated hardship.
i. Upon completion of the work, the owner must submit copies of all architect’s invoices, contractor’s statements, invoices, proof of payment, and notarized final lien waivers to the Downtown Beautification Committee and Village Board, as evidence that the owner or lessee has paid the architect and contractors. Payment of the approved grant amount will only be authorized upon completion of all work items as originally approved and receipt of all required documents.
j. Failure to abide by the terms and conditions of the Façade Improvement Assistance Program will result in forfeiture of program funding.
k. Grant funding is subject to Federal and State taxes and is reported to the IRS on form 1099. Property owners and lessees should consult their tax advisor for tax liability information.

6. Application Review Process

An applicant must first meet with the Downtown Beautification Committee prior to completing the application to determine if the property/building and the proposed improvements are eligible for the program and review the application requirements.

Applications will be accepted on a first-come first-served basis. Only completed applications that include all required submittal documents will be accepted for consideration by the Village Board.

Once received, the Downtown Beautification Committee will review the application for accuracy and completeness, and the it will be forwarded to the Village Board for consideration on the next available meeting agenda. If the application received approval from the Village board, the applicant must enter into an agreement with the Village.

An application for the Façade Program must include the following documents:
a. Completed and signed Façade Improvement Assistance Program Application
b. Current photographs of the property to be improved- all elevations visible from the public right of way.
c. Historical photograph of the property to be improved-if possible.
d. Drawings of the proposed improvements. (Drawings do not have to be professional but must be to scale so that the Village can understand the proposed project.)
e. Color and material samples, if relevant.
f. Written description of the scope of the proposed project.
g. Preliminary estimate of cost for all proposed improvements.

7. Selection Criteria

Every project will be evaluated by the Village Board for the value of aesthetic improvement to the Village of Hampshire and scope of the proposed work. Other criteria:

- Condition of the building and need for renovation
- Extent to which the improvements conform to the Downtown Design Guidelines
- Extent to which the proposed improvements restore, maintain, or enhance the character of the building and surrounding area

8. Completion of Work

All improvements must be completed within six months of the execution of the Façade Improvement Agreement. A maximum extension of 6 months may be granted by the Board if the extension is justified by the circumstances. If the project is not completed by the end of the extension, the Village’s obligation to reimburse the property owner or lessee for the project is terminated.

Upon completion of the façade improvements, the funding recipient must schedule a final inspection and submit copies of all architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers to the Beautification Committee.

**This is a reimbursement program. All contractors and suppliers must be paid before payment from the village is made to the applicant.

9. Questions

For more information about the Façade Improvement Assistance Program or to schedule a meeting, contact the Village of Hampshire:

Ryan Krajec - Village Trustee
RKrajec@HampshireIL.org
(847) 883-2181
Village of Hampshire Façade Improvement Application – DRAFT

Property Information:

Business Name:
Address:

Property Identification Number (PIN#):

Applicant Information:

Name:
Mailing Address
Phone:
Email:

Property Owner Information (if different from applicant):

Name:
Mailing Address:
Phone:
Email:

Proposed Improvements (Check all that apply):

- Brick Cleaning
- Awnings
- Tuck Pointing
- Exterior Lighting
- Painting
- Streetscape elements
- Wall facade repair or improvement
- Landscaping
- Original architectural features repair and replacement
- Exterior doors
- Windows and window frames
- Shutters
- Stairs, porches, railings
- Roof
- Exterior improvements for ADA
- Other

Description of proposed work:
I agree to comply with the guidelines and standards of the Village of Hampshire facade Improvement Assistance Program and understand that this is a voluntary program under which the village has the right to approve or deny any project or proposal or portions thereof.

___________________________________________  __________________________
Applicant Signature                           Date

___________________________________________
Print Name

If the applicant is other than the owner, the owner must complete the following:

I certify that I am the owner of the property located at __________________________, and that I authorize the applicant to apply for assistance under the Village of Hampshire Façade Improvement Assistance Program and undertake the approved improvements.

___________________________________________  __________________________
Signature(s)                                  Date

Print Names
VILLAGE OF HAMPshire

Accounts Payable

September 20, 2018

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

Total: $353,359.08

To be paid on or before
September 26, 2018

Village President: ____________________________

Attest: ______________________________________

Village Clerk: ________________________________

Date: ________________________________________
## INVOICES DUE ON/BEFORE 12/31/2018

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**INVOICE TOTAL:** 64,728.68  
**VENDOR TOTAL:** 64,728.68

| ELO       | EXLO     | EXPERT LOCK & SAFE INC. | 09/05/18 | 01 | REMOVE BROKEN KEY | 010020024100 | 10/05/18 | 135.00 |
|           |          |                         | 010916   | 09/10/18 |               |           |          | 135.00 |

**INVOICE TOTAL:** 135.00  
**VENDOR TOTAL:** 135.00

| FISA      | FISA     | FOX VALLEY FIRE & SAFETY | 08/30/18 | 01 | FIRE EXTINGUISHER SERVICE | 010030024100 | 09/29/18 | 92.30 |
|           |          |                         | IN00199589 |       |                       |           |          | 92.30 |

**INVOICE TOTAL:** 92.30  
**VENDOR TOTAL:** 92.30

| GALL      | GALL     | CALLS, LLC | 08/24/18 | 01 | UNIFORMS | 010020034690 | 09/23/18 | 317.75 |
|           |          |           | 010618078 |       |           |           |          | 317.75 |

**INVOICE TOTAL:** 317.75  
**VENDOR TOTAL:** 317.75

| GEBR      | GEBR     | GEHRINGER BROS. | 09/23/18 | 01 | REPAIR MOWER WHEELS | 520010024999 | 09/23/18 | 35.00 |
|           |          |              | 0413     |       |                       |           |          | 35.00 |

**INVOICE TOTAL:** 35.00  
**VENDOR TOTAL:** 35.00

| GETZ      | GETZ     | GETZ AUTO BODY REPAIR INC | 09/10/18 | 01 | REAR BUMPER STEP TYPE BAR | 010030024110 | 10/10/18 | 820.48 |
|           |          |                         | 1800246  |       |                       |           |          | 820.48 |

**INVOICE TOTAL:** 820.48  
**VENDOR TOTAL:** 820.48

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**TOTAL INVOICES DUE:** 7  
**TOTAL VENDORS:** 5  
**TOTAL AMOUNT DUE:** 783.83
# VILLAGE OF HAMPSHIRE
## DETAIL BOARD REPORT

**INVOICES DUE ON/BEFORE 12/31/2018**

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**HAMPSHIRE AUTO PARTS**

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## INVOICES DUE ON/BEFORE 12/31/2018

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### Village of Hampshire

#### Detail Board Report

**Invoices Due On/Before 12/31/2018**

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**Invoices Total:**

- **Vendor Total:** 15,294.20
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### Invoices Due on/Before 12/31/2018

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**VENDORS**

- **Office Depot**
- **O'Shea Electric, Inc.**
- **PDC Laboratories, Inc.**
- **Petersen Fuels Inc.**
**Village of Hampshire**

**Detail Board Report**

**Invoices Due On/Before 12/31/2018**

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### INVOICES DUE ON/BEFORE 12/31/2018

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## INVOICES DUE ON/BEFORE 12/31/2018

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TOTAL ALL INVOICES: 353.35