



Village of Hampshire
Village Board Meeting
Thursday November 1, 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 October 18, 2018
6. Village President's Report
 - a) Resolution approving a Master Pole Attachment Agreement for use of the public rights of way for wireless communication equipment sites in the Village. (New Cingular Wireless d/b/a AT&T Mobility).
 - b) Approve 2nd Amended Development Agreement Tuscany Woods.
 - c) Resolution accepting certain plats of dedication of right-of-way, and approving dedication of certain public land for right-of-way, for a new street to be designated as Ryan Drive in the Village .
 - d) Future Link- approve lease for Tuscany Woods Water Tower (and future use of Tamms Farm Tower).
 - e) Hampshire Woods/Flannigan – Release of Letter of Credit and deposit.
 - f) Ordinance amending the village code to provide for certain regulations governing the installation of solar energy systems in the village, together with regulations governing the location of solar energy systems by zoning district in the village.
 - g) Ordinance –granting a special use to allow for installation of a solar energy system on the Minerallac property in the O-M office manufacturing zoning district in the Village. (Minerallac Property).
 - h) Resolution adopting an updated policy prohibiting sexual harassment for the Village of Hampshire.
 - i) Approval of Great Lakes Snow Systems –proposal & contract not to exceed \$30,000.
 - j) Request for disbursement of Tax Increment Funding
 - k) Bucket Truck Purchase
 - l) Azavar Payment
 - m) Call One Renewal
7. Village Board Committee Reports
 - a) Public Works
 - b) Planning/Zoning
 - c) Public Safety
 - d) Fields & Trails
 - e) Village Services
 - f) Business Development Commission
 - h) Economic Development
 1. Approve Mistletoe Market sponsorship
 - i) Finance

1. Accounts Payable

8. New Business

9. Announcements

10. Executive Session:

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

12. 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

**VILLAGE OF HAMPSHIRE
REGULAR MEETING OF THE BOARD OF TRUSTEES
MINUTES
October 18, 2018**

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, October 18, 2018.

Present: Toby Koth, Christine Klein, Ryan Krajecki, Janet Kraus, Erik Robinson, Michael Reid

Absent: None

Also Present: Village Clerk Linda Vasquez, Village Finance Director Lori Lyons; Village Engineer Brad Sanderson, Village Police Chief Brian Thompson, and Village Attorney Mark Schuster.

A quorum was established.

President Magnussen led the Pledge of Allegiance.

CITIZEN COMMENTS

Alex Moody – has three issues to be addressed:

White Oak Street- people are speeding especially by the pre-school (a school crosswalk 20 mph)

Panama & State – White Cherokee that blocks the view at the intersection.

Jefferson & State – need a stop sign/light.

These areas are dangerous and need to be looked into.

Orris Ruth – Mr. Ruth talked about Tuscany Woods tree replacement, the Village should have charged the developer a fee of \$270 per tree with a tree permit removal. Mr. Ruth mentioned the Village should have collected back in his time as trustee \$204,000.00. Mr. Ruth stated that he will be presenting a FOIA Request to Trustee Robinson at the next Village Board Meeting on November 1.

John Hunt- Mr. Hunt would like to put a fence along his side yard up to the end of the duplex house, the fire department had no problem with him having a fence up as long there was a gate to the door to get in to. President Magnussen stated that in our code book it is considered a safety issue, you can apply for a variance fill out all the proper paper work and then the Zoning Board of Appeals would meet on this November 13, 2018 at 7 p.m.

MINUTES

Trustee Krajecki moved to approve the minutes of October 4, 2018.

Seconded by Trustee Klein

Motion carried by voice vote.

Ayes: Klein, Robinson, Krajecki, Kraus, Reid, and Koth

Nays: None

Absent: None

VILLAGE PRESIDENT REPORT

Trustee Koth moved to approve the Regular Village Board Meeting Dates for 2019

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

Trustee Robinson moved to approve the 2019 Holiday Schedule for the Village.

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

Trustee Reid moved to approve Resolution 18-22; Approving the Final Plat of Subdivision, together with Final Plans for a proposed development of Lot 1 of said Subdivision, being property located at the Southeast Corner of Higgins Road and Widmayer Road in the Village (Hampshire Grove Subdivision).

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

Trustee Krajecki moved to approve Resolution 18-23; Approving Amended Preliminary Plat of Subdivision for Old Mill Manor, Unit 10 and Unit 11.

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

Trustee Klein moved to **table item E** until the next board meeting November 1, 2018. (Review and comment on Concept Plan for Tri-County Storage Subdivision).

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

Trustee Koth moved to approve the purchase of UEMSI U-VUE Ultra Camera System – in the amount of \$6,475.00.

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

Trustee Klein moved to approve Raffle License to the Hampshire Sportsman & Conservation Club.

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

Trustee Koth moved to **table Item H** until the next meeting on November 1, with more information. (Resolution approving a Master Pole Attachment Agreement for use of the public rights of way for wireless communication equipment sites in the Village). (New Cingular Wireless d/b/a AT&T Mobility).

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

Trustee Krajecki moved to approve of payment in the amount of \$153,544.50 for the Elm Street Elevated Water Storage Tank Rehabilitation to Jetco, Ltd.

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

Discussion/approval Safe Routes to School

Village Engineer Brad Sanderson reported there is a grant from IDOT \$200,000 limit max construction out there for sidewalks and the application is due November 19. The plan is extending Duchess, Panama to State, plus Highland and Hillcrest. The board would like to take out Hillcrest & Highland and have Panama from State to White Oak done; these sidewalks will be only for one side of the street.

March is when the award will be let out.

\$2,500 plus Engineering cost \$5,490 for Phase I will cost \$15,874 complete or near it.

Trustee Krajecki moved to approve the purchase of 100 general support hours at \$85.00 per hour.

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

Discussion of Tuscany Woods Impact Fees

Development agreement with impact fees policy they should pay fees after 299 building permit, as of now there is a credit against public use fees in the amount of \$120,000. Dedicated of the 2-acre site for the Tuscany Woods water tower. The Village could do impact fees were calculated and spread pro rate over all the lots in the subdivision (299 + 147 = 446) on a pay as you go plan. This will be presented on the November 1st board agenda.

VILLAGE BOARD COMMITTEE REPORTS

a. Accounts Payable

Trustee Klein moved to approve the Accounts Payable in the sum of \$409,751.10 to be paid on or before October 24, 2018.

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

Trustee Klein is having a Finance committee on October 30, 2018 at 6:30 p.m.

- c. Public Works – Trustee Koth mentioned he is still looking for a building to put the street department equipment in.
- d. Planning/Zoning- Trustee Robinson reported Zoning Board of Appeals will be having a meeting on October 23, 2018 at 7 p.m. to discuss solar installation that Minerallac would like to do.
- e. Public Safety- No report
- f. Fields & Trails – No report
- g. Village Services – Looking for the agreement papers for Future Link who would like to use our water tower for wireless internet. Trustee Kraus will see if Ms. Monica from AT&T can come out here and explain to the Village about pole agreement.

h. **Business Development Commission** –

Trustee Krajecki has found two new members for the BDC, also he has contacted Bill Swalwell to help coordinate with the HBC, and letters for the façade will be out soon to the business owners. Cooper Barrel will be next to be interviewed by Ms. Mayer. They also met with Hampshire Chamber and thanked them for the good job they have been doing.

Trustee Krajecki mentioned the next Business Development Commission meeting will be November 14 at 6:30 pm.

a. **Economic Development** –

Trustee Reid mentioned about volunteering at the Mistletoe Market December 2nd, from 10-4 most of trustees said yes, Next board meeting a check for \$500 to help market the Hampshire Chamber Appreciate end of year party. Final outdoor market is Saturday October 20 from 9 - 2 p.m.

NEW BUSINESS

Trustee Reid reported Ms. Formas's daughter Alissa would like some type of memorial in honor of her mother who passed away, Cindy Formas came up with the Hampshire slogan and was very active in the community. The board had no problem maybe a bench with her name on it.

Trustee Krajecki reported he has received information on the clock that was donated to us very pleased making small steps.

Halloween Trick-or-Treating hours on October 31 are 4:00 PM to 7:00 PM.

ADJOURNMENT

Trustee Krajecki moved to adjourn the Village Board meeting at 8:44 p.m.

Seconded by Trustee Robinson

Motion carried by voice vote

Ayes: Reid, Krajecki, Koth, Kraus, Klein, and Robinson

Nays: None

Absent: None

Linda Vasquez Village Clerk

No. 18 -

**A RESOLUTION
APPROVING A MASTER POLE ATTACHMENT AGREEMENT
FOR USE OF THE PUBLIC RIGHTS-OF-WAY FOR WIRELESS
COMMUNICATION EQUIPMENT SITES IN THE VILLAGE
(New Cingular Wireless d/b/a AT&T Mobility)**

WHEREAS, New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility ("New Cingular / AT&T") desires to locate certain small wireless communication facilities, including wireless communication equipment and related backhaul equipment, at communication sites in the public rights-of-way in the Village; and

WHEREAS, New Cingular / AT&T has proposed a certain Master Pole Attachment Agreement setting forth the terms and conditions under which it might use such rights-of-way for such purposes; and

WHEREAS, future sites in the Village for utilizing existing poles or support structures in the public rights-of-way for such purposes would be identified from time to time by a Supplement to the Master Pole Attachment Agreement; and

WHEREAS, the proposed agreement is generally consistent with the Village Code provisions for small wireless facilities and use of the public rights-of-way, Chapter 9: Public Ways and Property, Article IX: Construction Standards, Technical Standards and Standards for Occupancy in Village Rights-of-Way, and Article XI: Small Wireless Facilities Deployment Regulations; and

WHEREAS, the parties have discussed the terms and provisions of such master agreement and supplement form, and have committed such terms and provisions to a written Master Pole Attachment Agreement attached hereto as Exhibit "A."

WHEREAS, the Corporate Authorities deem it advisable to enter into such Master Pole Attachment Agreement at this time.

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

1. The proposed Master Pole Attachment Agreement between the Village of Hampshire and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility, for use of the Village's poles and other support structures in the public rights-of-way in the Village, for the general purpose of locating therein certain small wireless communication facilities, and in words and figures as set forth on the attached Exhibit "A," shall be and is hereby approved.

2. The Village President shall be and is authorized to execute said Master Pole Attachment Agreement on behalf of the Village, upon receipt by the Village Clerk of an original of said agreement duly executed by New Cingular / AT&T.

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

ADOPTED this _____ day of _____, 2018.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this _____ day of _____, 2018.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

MASTER POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement (Agreement) made this ____ day of _____, 2018, between the Village of Hampshire, with its principal offices located at 234 South State Street, Hampshire, IL 60140, hereinafter designated LICENSOR, and NEW CINGULAR WIRELESS, LLC, a Delaware Limited Liability Company d/b/a AT&T MOBILITY, with its principal offices at 575 Morosgo Drive NE, Atlanta, GA 30324, hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

WITNESSETH

WHEREAS, LICENSOR is the owner of certain utility poles, wireless support structures, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to LICENSEE; and

WHEREAS, LICENSEE desires to install, maintain and operate small wireless facilities in and/or upon certain of LICENSOR's utility poles, wireless support structures and/or real property; and

WHEREAS, LICENSOR and LICENSEE acknowledge that any term used in this Agreement that is defined in Section 9-11-2 of the Village's Small Wireless Facilities Deployment Regulations, adopted by Ordinance No. 18-26 (as now or hereafter amended), shall have the meaning provided therein; and

WHEREAS, LICENSOR and LICENSEE acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable; and

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate small wireless facilities as hereinafter set forth; and

WHEREAS, the LICENSOR and LICENSEE intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, et. seq. and Federal Communication Commission Regulations; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement (Supplement), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.
STRIKE THIS CLAUSE?

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1) PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties (hereinafter referred to as the "Premises"), for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation, maintenance, repair and modification of LICENSEE's small wireless facilities. The LICENSOR's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property." In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, but only from duly authorized providers of such utilities, and provided further, that the location of such utilities shall be designated by LICENSOR.
- 2) PERMIT APPLICATION. For each small wireless facility, LICENSEE shall submit an application to LICENSOR for permit that includes:
 - a) Site specific structural integrity and, for Pole or wireless support structure, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility Poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
 - f) Certification that the collocation complies with the requirements of LICENSOR's Small Wireless Facilities regulations, to the best of the applicant's knowledge; and
 - g) The application fee due.
- 3) APPLICATION FEES. Application fees are subject to the following requirements:
 - a) LICENSEE shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility Pole or wireless support structure and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing Poles or wireless support structures.

- b) LICENSEE shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- c) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.
- d) LICENSOR shall not require an application, approval, or permit, or require any fees or other charges, from LICENSEE, for:
 - i) routine maintenance; or
 - ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if LICENSEE notifies LICENSOR at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
 - iii) the installation, placement, maintenance, operation, or replacement of small wireless facilities that are suspended on cables that are strung between Poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

LICENSEE shall secure a permit from LICENSOR to work within rights-of-way for activities that affect traffic patterns or require lane closures, or when otherwise required under Hampshire Municipal Code, Chapter 9: Public Ways and Property, Article IX: Construction Standards, Technical Standards, and Standards for Occupancy in Village Rights-Of-Way, as now or hereafter amended, in accordance with Par. 4(g) below.

4) REQUIREMENTS.

- a) LICENSEE's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. LICENSEE shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and LICENSEE has been given written notice of the interference by the public safety agency, LICENSEE, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The LICENSOR may terminate a permit for a small wireless facility based on such interference if LICENSEE is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.
- b) LICENSEE shall not install devices on a Pole or wireless support structure that extend beyond 10 feet of the Pole's existing height.
- c) LICENSEE shall install pole mounted equipment at a minimum of 8 feet from the ground.
- d) LICENSEE shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.

- e) LICENSEE shall paint antennas, mounting hardware, and other devices to match or complement the structure upon which they are being mounted.
- f) LICENSEE shall install landscaping at the base of Poles with respect to any ground equipment installed by LICENSEE on which devices are being installed as required by N/A.
- g) LICENSEE shall comply with all the terms and conditions of Hampshire Municipal Code, Chapter 9: Public Ways and Property, Article IX: Construction Standards, Technical Standards, and Standards for Occupancy in Village Rights-Of-Way, as now or hereafter amended, in regards to construction of utility facilities.
- h) LICENSEE shall comply with requirements that are imposed by a contract between the LICENSOR and a private property owner that concern design or construction standards applicable to utility Poles and ground-mounted equipment located in the right-of-way.
- i) LICENSEE shall comply with applicable spacing requirements in the Hampshire Municipal Code, Chapter 9: Public Ways and Property, Article XI: Small Wireless Facilities Deployment Regulations, as now or hereafter amended, concerning the location of ground-mounted equipment located in the right-of-way.
- j) LICENSEE shall comply with the Hampshire Municipal Code, Chapter 9: Public Ways and Property, Article XI: Small Wireless Facilities Deployment Regulations, as now or hereafter amended, concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities, in any.
- k) LICENSEE shall comply with the Hampshire Municipal Code, Chapter 9: Public Ways and Property, Article XI: Small Wireless Facilities Deployment Regulations, as now or hereafter amended, for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with PA 100-0585 and adopted by LICENSOR regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.
- l) LICENSEE shall not collocate small wireless facilities within the communication worker safety zone of the Pole or the electric supply zone of the Pole on Poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the Pole and on the top of the Pole, if not otherwise unavailable, if LICENSEE complies with the Hampshire Municipal Code, Chapter 9: Public Ways and Property, Article XI: Small Wireless Facilities Deployment Regulations, as now or hereafter amended, for work involving the top of the Pole. For purposes of this subparagraph, the terms "communications space," "communication worker safety zone," and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.
- m) LICENSEE shall comply with the the Hampshire Municipal Code, Chapter 9: Public Ways and Property, Article XI: Small Wireless Facilities Deployment Regulations, as now or hereafter amended, that concern public safety.
- n) LICENSEE shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. LICENSEE shall ensure that its employees, agents or contractors that

perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

- o) LICENSEE shall comply with the Hampshire Municipal Code, Chapter 9: Public Ways and Property, Article XI: Small Wireless Facilities Deployment Regulations for decorative utility Poles, or stealth, concealment, and aesthetic requirements that are identified by LICENSOR in the Hampshire Municipal Code, Chapter 9: Public Ways and Property, Article XI: Small Wireless Facilities Deployment Regulations, as now or hereafter amended. LICENSOR's comprehensive plan dated 2004, or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.
- p) LICENSOR requires the following design or concealment measures in a historic district or historic landmark: N/A.

Any such design or concealment measures, including restrictions on a specific category of Poles, may not have the effect of prohibiting any LICENSEE's technology. Such design and concealment measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility. This paragraph may not be construed to limit LICENSOR's enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 300101 *et seq.* and the regulations adopted to implement those laws.

- 5) APPLICATION PROCESS. LICENSOR shall process applications in accordance with the the Hampshire Municipal Code, Chapter 9: Public Ways and Property, Article XI: Small Wireless Facilities Deployment Regulations, Section 9-11-3, as now or hereafter amended.
- 6) COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless LICENSOR and LICENSEE agree to extend this period or a delay is caused by make-ready work for a Pole or by the lack of commercial power or backhaul availability at the site, provided LICENSEE has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless LICENSOR grants an extension in writing to the LICENSEE.
- 7) DURATION OF PERMITS AND SUPPLEMENTS. The duration of a permit and the initial Supplement shall be for a period of 5 years, and the permit and Supplement shall be renewed for equivalent durations unless LICENSOR makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or regulations in the Hampshire Municipal Code, Chapter 9: Public Ways and Property, Article XI: Small Wireless Facilities Deployment Regulations, as now or hereafter amended. Provided, if P.A. 100-0585 is repealed as provided in Section 90 of the Act, renewals of permits shall be subject to the LICENSOR's code provisions or regulations in effect at the time of renewal.
- 8) EXTENSIONS. Each Supplement may be extended for additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term, provided also that LICENSOR does not make a finding that the licensed small wireless facility or the new or modified pole does not comply with the provisions of this Agreement,

the Supplement, or any applicable code, regulation or law. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term." Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

9) RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of the Commencement Date in advance, to the LICENSOR in the Supplement (unless LESSOR otherwise designates another payee and provides notice to LICENSEE). LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be delivered by LICENSEE to LICENSOR until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rental for the use of any Poles pursuant to this Agreement, shall be an annual fee of \$200.00 per each wireless facility which LICENSEE attaches to a Pole. Thereafter, rent will be due at each annual anniversary of the Commencement Date of the applicable Supplement. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

10) ABANDONMENT. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned and the LICENSEE must remove the small wireless facility within 90 days after receipt of written notice from LICENSOR notifying LICENSEE of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by LICENSOR to the LICENSEE at the last known address of LICENSEE. If the small wireless facility is not removed within 90 days of such notice, LICENSOR may remove or cause the removal of such facility and charge said costs to the LICENSEE.

LICENSEE shall provide written notice to LICENSOR of any sale or transfer of small wireless facilities not less than 30 days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.

11) CONDITION OF PREMISES. Where the Premises includes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws. If the LICENSOR fails to make such repairs including maintenance within 60 days of any notification to LICENSOR, the LICENSEE shall have the right to cease annual rental for the affected Poles, but only if the Poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If LICENSEE terminates, LICENSEE shall remove its small wireless facility. Termination of this Agreement shall be the LICENSEE's sole remedy.

12) MAKE READY TERMS. LICENSOR shall not require more make-ready work than is required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary plan adopted by LICENSOR or a public service agency. Fees charged to LICENSEE for make-ready work, including any Pole

attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for LICENSOR utility Poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any Pole replacement, shall be completed at LICENSEE'S sole cost and expense within 60 days of written acceptance of the good-faith estimate by the LICENSOR.

- 13) AERIAL FACILITIES. For any Poles that support aerial facilities used to provide communications services or electric services, LICENSEE shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. LICENSOR shall follow a substantially similar process for such make-ready work except to the extent that the timing requirements are otherwise addressed in the Hampshire Municipal Code, Chapter 9: Public Ways and Property, Article XI: Small Wireless Facilities Deployment Regulations, as now or hereafter amended. The good-faith estimate of the person owning or controlling a Pole for any make-ready work necessary to enable the Pole to support the requested collocation shall include replacement of the Pole, if necessary. Costs for make-ready work for utility Poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses incurred by LICENSOR.
- 14) NO AERIAL FACILITIES. For Poles that do not support aerial facilities used to provide communications services or electric services, LICENSOR shall provide a good-faith estimate for any make-ready work necessary to enable the Pole to support the requested collocation, include Pole replacement, if necessary, within 90 days after receipt of a complete application. Make-ready work, including any Pole replacement, shall be completed at LICENSEE'S sole cost and expense within 60 days of written acceptance of the good-faith estimate by LICENSEE Alternatively, if LICENSOR determines that applicable codes or public safety regulations require the Pole to be replaced to support the requested collocation, LICENSOR may require LICENSEE to replace a Pole at LICENSEE's sole cost and expense.
- 15) GENERAL RESTRICTIONS. In the event LICENSOR, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, LICENSOR shall notify LICENSEE at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, LICENSOR shall provide options for alternative locations for LICENSEE relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). LICENSEE shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, LICENSEE may terminate the applicable Supplement. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, LICENSOR must provide as much notice as reasonably practical under the circumstances. LICENSEE may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.
- 16) ELECTRICAL. LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE's expense. LICENSEE shall attempt to coordinate with utility companies to provide separate service to LICENSEE's equipment for LICENSEE use. In the event that LICENSEE can obtain separate electrical service with a separate meter measuring usage, the LICENSEE shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE's expense, upon the reasonable approval of LICENSOR. In the event that

LICENSEE uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at LICENSEE's expense, which shall monitor LICENSEE's utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or LICENSOR); or (ii) provide for an additional fee in the applicable Supplement which shall cover LICENSEE's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.

- 17) TEMPORARY POWER. LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by LICENSOR.
- 18) USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. LICENSEE shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 23 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, LICENSEE shall continue to be liable for all rental payments to the LICENSOR until all equipment is removed from the Property.
- 19) INSURANCE. LICENSEE shall carry, at LICENSEE's own cost and expense, the following insurance: (i) property insurance for its property's replacement cost against all risks; (ii) workers' compensation insurance, as required by law; or (iii) commercial general liability insurance with respect to its activities on LICENSOR improvements or rights-of-way to afford [Insert minimum protection limits consistent with requirements of other users of LICENSOR improvements or rights-of-way, including coverage for bodily injury and property damage.

LICENSEE shall include LICENSOR as an additional insured on the commercial general liability policy and shall file with the Village Clerk certification and documentation of inclusion of LICENSOR in a commercial general liability policy prior to the collocation of any small wireless facility in the Village, in accordance with Section 9-11-16 of the Hampshire Municipal Code.

LICENSEE may self-insure all or a portion of the insurance coverage and limit requirements required by LICENSOR. If LICENSEE self-insures it is not required, to the extent of the self-insurance, to comply with the requirement for the naming of additional insureds under this Section. If LICENSEE elects to self-insure it shall provide to LICENSOR evidence sufficient to demonstrate LICENSEE'S financial ability to self-insure the insurance coverage and limits required by LICENSOR.

- 20) INDEMNIFICATION. LICENSEE shall indemnify and hold LICENSOR harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of LICENSOR's improvements or right-of-way associated with such improvements by LICENSEE or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and PA 100-0585. LICENSEE has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of LICENSOR or its employees or agents. LICENSEE hereby further waives any claims that LICENSEE may have against the LICENSOR with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.
- 21) REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by LICENSEE excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.
- 22) RIGHTS UPON SALE. Should LICENSOR at any time during the Term of any Supplement decide to sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement.
- 23) NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: Village of Hampshire
ATTN: Village Clerk
234 South State Street
PO Box 457
Hampshire, IL 60140-0457

Copy to: Mark Schuster
Bazos, Freeman, Schuster & Pope LLC
1250 Larkin Avenue #100
Elgin, IL 60123

LICENSEE: New Cingular Wireless PCS, LLC
ATTN: Network Real Estate Administration
575 Morosgo Drive NE
Atlanta, GA 30324
Re: Wireless Installation on Public Structures, Hampshire, IL
Fixed Asset # _____

COPY TO: New Cingular Wireless PCS, LLC
ATTN: Legal Department / Network Operations
282 S. Akard Street
Dallas, TX 75202-4206
Re: Wireless Installation on Public Structures, Hampshire, IL
Fixed Asset # _____

Either Party may change the addressee and/or location for the giving of notice to it by providing a thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 24) CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.
- 25) DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have 30 days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed 90 days, as may be required beyond the 30 days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended to 90 days based on circumstances.
- 26) REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited

to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.

27) APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).

28) BOND. LICENSEE shall deposit with LICENSOR on one occasion prior to the commencement of the first Supplement a bond in a form reasonably acceptable to LICENSOR in the amount of \$10,000 per small wireless facility to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains more than 30 days after rental payment has ceased and Licensee has failed to remove the equipment. The funds may also be used to restore the premises to original condition, if LICENSEE fails to do so.

29) MISCELLANEOUS.

a) This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding.

b) This Agreement may not be amended or varied except in a writing signed by all Parties.

c) This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto.

d) The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time.

e) The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois.

30) EXECUTION IN COUNTERPARTS. This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

31) AUTHORIZATION. LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR: VILLAGE OF HAMPSHIRE , an Illinois Municipal Corporation

By: _____

Name: Jeffrey R. Magnussen

Title: Village President

Date: _____

ATTEST:

By: _____

Linda Vasquez
Village Clerk

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC, D/B/A AT&T MOBILITY

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement (Supplement), is made this ____ day of _____, _____, between the Village of Hampshire, whose principal place of business is 234 South State Street, Hampshire, IL 60140 (LICENSOR), and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility, whose principal place of business is 575 Morosgo Drive NE, Atlanta, GA 30324, (LICENSEE).

1. **Master Pole Attachment Agreement.** This Supplement is a Supplement as referenced in that certain Master Pole Attachment Agreement between the Village of Hampshire and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility, dated _____, 2018 (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** The Property owned by Licensor is located at _____, Hampshire, IL. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 9 of the Agreement.
4. **Consideration.** Rent under this Supplement shall be \$200.00 per year, payable to LICENSOR at 234 South State Street, PO Box 457, Hampshire, IL 60140-0457, as specified in Par. 9 of the Agreement. LESSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
5. **Site Specific Terms.** The following terms and conditions shall apply to the site identified in this Supplement:

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR: VILLAGE OF HAMPSHIRE, an Illinois Municipal Corporation

BY: _____

Name: Jeffrey R. Magnussen

Title: Village President

Date: _____

ATTEST:

By: _____

Linda Vasquez
Village Clerk

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC D/B/A AT&T MOBILITY:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
Premises

(see attached site plans)

No. 18-

**A RESOLUTION
AUTHORIZING THE APPROVAL AND EXECUTION OF THE SECOND
AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR
TUSCANY WOODS SUBDIVISION UNIT 2 IN THE VILLAGE**

WHEREAS, in 2004, the Village authorized the approval and execution of a certain Development Agreement, and thereafter, in 2014, the Village authorized and approved an Amended and Restated Development Agreement, for Tuscany Woods Subdivision, Unit 2; and

WHEREAS, said Agreement(s) were made pursuant to and in accordance with the provisions of the Illinois Municipal Code including, but not limited to, the authority granted to the Village to approve zoning map amendments, to grant subdivision approval, to enter into contracts for the construction of sanitary sewer and public water facilities, to accept dedications of land by easement or deed for public use and to convey land dedications and easements, among other purposes; and

WHEREAS, since the time of approval of the Amended and Restated Development Agreement, the owners have proposed certain modifications to the terms and provisions of the agreement for purpose of proceeding with development of the subdivision in the future; and

WHEREAS, the President and Board of Trustees of the Village have reviewed and approve of the proposed Second Amended and Restated Development Agreement in order to describe and plan for the orderly completion of improvements and the future development of the territory comprising the Tuscany Woods Subdivision Unit 2 in the Village.

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 proposed Second Amended and Restated Development Agreement for the Tuscany Woods Subdivision Unit 2, in words and figures as attached hereto, shall be and is hereby approved.

Section 2. The Village President is hereby authorized and directed to execute the Second Amended and Restated Development Agreement on behalf of the Village, in substantially the form as attached hereto and subject to such corrections and/or modifications that may be approved by the Village President after consultation with the Village Attorney; and the Village Clerk is authorized and directed to attest to the signature of the Village President, and to deliver the executed document to the other party to the Amendment, after first receiving an executed original from said other party.

Section 3. The Village Attorney shall be and is authorized to make minor corrections or modifications to said agreement as necessary or advisable prior to and for the purpose of execution thereof by the parties.

Section 4. When fully executed, the Second Amended and Restated Development Agreement shall be recorded in the office of the Kane County Recorder; at the expense of Owner; and a recorded copy of same shall be filed with the Office of the Village Clerk.

Section 5. The recitals set forth above are hereby made a part of this Resolution.

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

ADOPTED this 1st day of November, 2018.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this 1st day of November, 2018.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

9. Impact Fees / Off-Site Improvements.

(a) Except for any credits otherwise due under Section 4 (sanitary sewer) and Section 5 (water) above, and except for a credit of \$120,000.00 toward the Public Use fee, the fees set forth on **Exhibit "E,"** (which include the increased fees approved by the Board of Trustees on September 6, 2018 and those to take effect on September 6, 2019), shall apply to any new construction in the Subject Property hereafter. Said fees shall continue in effect without change for a period of four (4) years after the Effective Date of this Second Amended Agreement. Upon expiration of the four (4) year period the impact fees and transition fees applicable to the Subject Property shall be the fees then generally applied by the Village to other properties pursuant to the Village Code. Notwithstanding the foregoing, any increased, decreased, other, or additional impact fees or transition fees which are then generally applicable in the Village shall be imposed on the construction of Dwelling Units and commercial uses in the Subject Property in the future, provided any such increased, decreased, other or additional impact fee or transition fee shall not apply to the Subject Property until six (6) months after the Village Board approves the same and gives notice of the same to Owner or its successor which action may be taken and notice may be given prior to the expiration of said four (4) year period..

(b) Owner shall pay the fees described in the foregoing Paragraph 9(a) at the time of application for issuance of a building permit for each Dwelling Unit and commercial use constructed in the Subject Property.

ALT > (b) Owner shall pay the fees described in the foregoing Paragraph 9(a) at the time of application for issuance of a building permit for each Dwelling Unit and commercial use constructed in the Subject Property; provided further, the total of impact fees due for each category of fee shall be calculated and then prorated over the total number of Dwelling Units allowed by this agreement, and the prorated amount per Dwelling Unit shall be paid with each building permit application.

(c) The Village acknowledges that no land contribution shall be required for the land/cash contributions due for impact fees under Chapter 14 of the Village Code, the Original Development Agreement, the Amended and Restated Development Agreement, or this Second Amended Agreement, and Owner shall pay cash in lieu of land therefor as specified on **Exhibit "E."**

(d) Monies received pursuant to the Original Development Agreement and this Second Amended Agreement and, in particular, the impact fees and land-cash contributions, will be spent only on improvements that benefit the Subject Property in accordance with law; provided, however, the transportation system fee paid by Owner shall be utilized by the Village for transportation system improvements consistent with its policy and the Transportation Planning and Roadway Improvement Cost Analysis prepared by EEI and dated November 2003.

(e) The Parties acknowledge and agree that the County of Kane has enacted an ordinance requiring payment to the County of a transportation impact fee and that any person or entity constructing Dwelling Units and commercial uses on the Subject Property shall be required to pay such fee as required by the County Ordinance or as otherwise agreed by Kane County.

Tuscany Woods

Hampshire, Illinois

/ / / / / / / / /

For Recorder's Use

Second Amended and Restated
Development Agreement
"Unit 2" in Tuscany Woods
Subdivision

2018

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:**

Mark Schuster
Bazos, Freeman, Schuster & Pope, LLC
1250 Larkin Avenue #100
Elgin, IL 60123

**SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
FOR UNIT 2 IN THE TUSCANY WOODS SUBDIVISION**

THIS SECOND AMENDED AND RE-STATE^D DEVELOPMENT AGREEMENT (“Second Amended Agreement”) is made and entered into as of this ____ day of _____, 2018 (“Effective Date”), by and between THE VILLAGE OF HAMPSHIRE, an Illinois municipal corporation of the County of Kane, State of Illinois (the “Village”), and HAMPSHIRE PROPERTY, LLC, an Illinois Limited Liability Company (“Owner”). In this Second Amended Agreement, the Village and Owner may be referred to individually as a “Party” or collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Village of Hampshire is an Illinois municipal corporation organized under the Illinois Municipal Code in the County of Kane, State of Illinois; and

WHEREAS, the Tuscany Woods Subdivision (the “Subdivision”) is located in part on the north side and in part on the south side of Illinois Route 72, and in general, on the east side of the Village; and

WHEREAS, the Tuscany Woods Subdivision is constituted of two parts, Unit 1 as described herein, and the territory lying outside of platted Unit 1, which territory has been referred to as “Unit 2” shall be referred to herein as the “Subject Property”; and

WHEREAS, the legal description of the Subject Property is attached hereto as **Exhibit “A”**; and

WHEREAS, Owner is the owner of the Subject Property comprised of approximately 250 acres; and

WHEREAS, Owner is the successor in interest of all of the rights and obligations of PHI-Hampshire, Inc. in the Subject Property.

WHEREAS, the Village and HPI-Hampshire, LLC (the “Original Developer”) agreed to various terms and provisions governing the proposed subdivision, zoning and development of the Subdivision, including the Subject Property, in a certain Development Agreement, dated September 2, 2004, and recorded in the Office of the Kane County Recorder as Document No. 2004K156704 (the “Original Development Agreement”); and

WHEREAS, the Subject Property was included in that certain Preliminary Plat of Subdivision approved by the Village in its Resolution No. 04-12. A copy of the Preliminary Plat is attached hereto as **Exhibit “B” (“Preliminary Plat”)**; and

WHEREAS, a Final Plat of Subdivision for Unit 1 was approved by the Village and recorded in the Office of the Kane County Recorder as Document No. 2006K139816 (the “Unit 1 Final Plat”); and

WHEREAS, no final plat of subdivision has been submitted by Owner for approval in regard to the Subject Property (Unit #2); and

WHEREAS, the Village, pursuant to the Original Development Agreement and following the necessary legal notices, public hearings and other proceedings, classified the Subject Property in part in the R-2 Single Family Residence Zoning District, for 20,000 square foot minimum lots; in part in the R-2 Single Family Residence Zoning District for 12,000 square foot lots; and in part in the R-3 Two-Family Residence District for duplex buildings; and the zoning districts are more particularly depicted on the Preliminary Plat and

WHEREAS, since the date of the Original Development Agreement, development of the Subdivision has been commenced, certain improvements were constructed in support of the Subdivision, the Special Service Area described in Paragraph 7 of the Original Development Agreement was created, certain Special Service Area bonds were thereafter issued, and a number of single family detached dwelling units and attached townhome dwelling units (individually, a “Dwelling Unit” and collectively, “Dwelling Units”) were constructed in Unit 1; and

WHEREAS, to date, no Dwelling Units have been constructed on the Subject Property ; and

WHEREAS, in 2007, the persons and/or entities then working on the development and construction of said Subdivision ceased operations and development activities; and

WHEREAS, thereafter, certain litigation ensued in the Circuit Court of Kane County, concerning foreclosure of a mortgage on the Subject Property and further, concerning delinquencies in payment of the *ad valorem* and special taxes due from the Subject Property, and concerning certain matters pertaining to Unit 1 (the “Litigation”); and

WHEREAS, the Village, Owner, the Original Developer, TWHI and certain other parties thereafter entered into a certain settlement agreement (the “Global Settlement Agreement”) to settle and resolve all matters encompassed by the Litigation and other matters related to the Subdivision, which Global Settlement Agreement resulted in, among other things, the approval, execution and delivery of an Amended and Restated Development Agreement for Unit 1, and an Amended and Restated Development Agreement for the Subject Property,, and

WHEREAS, as a result of the Litigation and other circumstances ownership of the Subject Property and of Unit 1 now lies in separate entities and there is at this time no unified ownership of the property constituting the Tuscany Woods Subdivision as originally described in the Original Development Agreement; and

WHEREAS, Owner holds unified ownership of the Subject Property; and

WHEREAS, the Village has entered into the Amended and Restated Development Agreement for Tuscany Woods Subdivision, Unit #1, and the Amended and Restated Development Agreement for the territory lying outside of platted Unit 1 (sometimes referred to as “Unit #2”), to amend and restate the Original Development Agreement in its entirety as to the Subject Property so as to delineate and define each respective Owner’s rights and obligations with respect to the territory lying in said subdivision , including the rights and obligations of the party or entity that ultimately acquires and proceeds with the development of Unit 1 (a “Unit 1 Owner”) and the rights and obligations of a successor to Owner; and

WHEREAS, the Original Development Agreement provided by its terms that only the written approval of the legal titleholder of an interest in the property subject to a proposed amendment (the legal titleholder of the property subject to the amendment) shall be required to effect an amendment to the Original Development Agreement. Accordingly, it is not required that the Parties obtain the consent of any other person or entity in order to conclude this Second Amended Agreement for Unit 2.

WHEREAS, Hampshire Property LLC, is the owner of the Subject Property has filed a Petition for Zoning Map Amendment and for Approval of a Preliminary Development Plan, to establish a Planned Residential Development on the Subject Property; and

WHEREAS, after due and appropriate notice, the Village Plan Commission conducted a public hearing in regard to said Petition on January 8, 2018, and recommended, with certain conditions, approval of said Petition and re-zoning the Subject Property to the Planned Residential Development Zoning District; and

WHEREAS, after due and appropriate notice, the Village Zoning Board of Appeals conducted a public hearing in regard to said Petition on January 9, 2018, and thereafter recommended approval of said Petition, with conditions; and

WHEREAS, as a condition of this Second Amended Agreement, and after considering the recommendations of the Plan Commission and the Zoning Board of Appeals, the Corporate Authorities shall approve the Owner’s Petition for Zoning Map Amendment and for Approval of a Preliminary Development Plan for Planned Residential Development for the Subject Property and

WHEREAS, the Parties desire also to amend and restate the Original Development Agreement to delineate and define the responsibilities of the Parties in light of the re-zoning of the Subject Property, and changes to the development plan for the Subject Property.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Owner agree as follows:

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

2. **Authority.**

(a) This Second Amended 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 to approve map amendments; to grant subdivision approval; 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.

(b) The Village and Owner acknowledge to each other that the Subject Property is validly annexed to the Village in accordance with Doc. No. 1849822, recorded in the Office of the Recorder of Deeds of Kane County, Illinois.

(c) All of the exhibits attached hereto are incorporated into this Second Amended Agreement by this reference thereto.

3. **The Zoning, Subdivision and Comprehensive Plan Approvals.**

(a) The provisions herein and in the Original Development Agreement for the construction, maintenance and operation of a sanitary sewer and water system and the construction of other public improvements are based on the Original Developer's, Owner's, and the Village's assumptions on the zoning, subdivision and development of the Subdivision, as set forth in the Original Development Agreement and the Preliminary Plat approved as an element thereof. Accordingly, the Parties agree that for all territory included in the Subject Property, excluding the 8.8 +/- acre parcel south of IL 72 proposed for commercial development, there shall be 326 single family lots platted and dwelling units constructed, and 22 duplex lots platted and 44 duplex Dwelling Units and 76 townhome Dwelling Units constructed all as depicted on the Preliminary Development Plan prepared by RWG Engineering, LLC dated 05.25.18 attached hereto as **Exhibit "C."** All single family residences shall be constructed on the part of the Subject Property lying north of Illinois Route 72; and all duplex units and townhome units shall be constructed on the part of the Subject Property lying south of Illinois Route 72; provided, in the event that commercial development of the 8.8 +/- acre parcel lying south of Illinois Route 72 designated for commercial development, ("Commercial Area") is not developed as set forth in §3(b) below, the limitations on residential units set forth in this Paragraph 3(a) shall not apply to the preliminary and/or final plan for the Subject Property and Owner shall be permitted to construct townhouse development on said 8.8 +/- acre parcel pursuant to the Preliminary Development Plan for the 8.8 +/- acres prepared by RWG Engineering, LLC dated 05.25.18 attached hereto as **Exhibit "D,"** being an additional 82 townhome dwelling units.

(b) The commercial development shall be subject to the use and bulk standards

contained in the Village's B-2 Community Business District. Provided that Owner has neither developed nor sold for development more than fifty percent (50%) (4.4 acres) of the Commercial Area by the end of ten (10) years after the Effective Date, then Owner shall be entitled to construct townhouse units on said remaining unsold/undeveloped commercial area, after securing an amendment to the preliminary and/or final plan for this remain sold/undeveloped commercial area.

(c) The Village agrees to permit the Subject Property to be developed substantially in accordance with the Preliminary Development Plan, including the "Typical Lot Detail" set forth therein, and the Village shall grant all necessary approvals including, upon proper application therefor and in accordance with the required procedures, the departures from the Subdivision Code, as set forth in sub-paragraph 3(f) below to permit development of the Subject Property that is substantially consistent with the Preliminary Development Plan.

(d) The gross site area, lot area, lot width and yard requirements for all residential lots, duplex lots and townhome lots in the Subject Property shall be as specifically depicted on the Preliminary Development Plan, provided, no single family lot shall be less than 8,400 square feet in area, and the average of all lots shall be not less than 12,000 square feet in area. The minimum lot area that a townhome dwelling units shall be developed upon shall be determined by §6-7-4(d)(1)(d). A 25' rear yard adjacent to another townhome lot (50' minimum total building separation) with a 30' rear yard setback adjacent to another land use or adjacent to a roadway shall be permitted.

(e) The Village hereby confirms that the provisions of the Village Building Code, Hampshire Municipal Code, Chapter V, Section 5-1-1 *et seq.* currently in effect, to wit: International Building Code Council, 2006 Edition, as modified by Village Ordinance No. 08-40: the Village Zoning Code, Hampshire Municipal Code, Chapter VI, Section 6-1-1 *et seq.*; and the Village Subdivision Code, Chapter VII, Sections 7-1-1 *et seq.*, shall apply to the development of the Subject Property, except as otherwise set forth in this Second Amended Agreement.

(f) The Village acknowledges that it duly considered the Original Developer's request for a number of departures from the Subdivision Regulations (Chapter VII of the Hampshire Village Code) and following the required legal notices and public hearings approved the following departures which are applicable to the Subject Property per the Preliminary Development Plan, respectively:

- (i) For purposes of measuring lot width, under §6-7-2 for R-2 lots; and under §6-7-3 for R-3 lots, lot width shall be computed at the front yard setback.
- (ii) In lieu of Section 7-4-3(A), the block length requirements as depicted on the Preliminary Development Plan shall apply;
- (iii) To permit 80 degree angles at intersections in lieu of the 90 degree angle at

intersection requirement, provided, this departure shall apply to no more than one (1) intersection;

- (iv) In Section 7-4-1, “Minimum Standards for Street Design,” to permit roadway centerline radius of 85-feet on minor streets in lieu of the 200-foot centerline radius;
- (v) In Section 7-4-1, “Minimum Standards for Street Design”, to require no minimum vertical curve length requirement where a roadway gradient differential is less than or equal to 1.5% and where vertical curves are required and designed with a K value of 30 for crests and 40 for sags with no minimum length;
- (vi) In Section 7-4-1, to require no minimum tangent between reverse curves for minor streets in lieu of the 25-foot requirement;
- (vii) In Sections 7-3-6 and 7-4-6(A), to permit a combination sidewalk/bike path where indicated on **Exhibit "C"** attached hereto;
- (viii) The tree preservation, tree removal and general landscaping requirements in Section ~~5-3-25-16-1~~ et seq. are modified as follows:
 - (1) Section ~~5-3-25-16-2~~(A) is modified to provide that existing trees smaller than 6” diameter at breast height (DBH) shall be exempt from the tree survey or replacement requirements;
 - (2) Section ~~5-3-25-16-2~~(C)(1)(d) is modified to provide that existing trees shall be measured in DBH not caliper inches and if during development of the Subject Property an existing tree which was to be removed is saved, then a credit shall be given by the Village and a revision to the tree preservation and removal plan shall occur; and
 - (3) Section ~~5-3-25-16-2~~(D)(2) is modified to provide that existing Boxelder, White Mulberry, Colorado Blue Spruce, Paper Birch, Apple, Pear, Cottonwood, Slippery Elm, American Elm, Siberian Elm, Black Cherry, Downy Hawthorn, Crack Willow, White Willow, Black Willow and Buckthorn trees shall also be exempt from replacement requirements if removed.
- (ix) In Section ~~5-16-2(G)~~~~7-3-7(B)~~, two parkway trees shall be required on each lot with a minimum of 100 foot of street frontage and one parkway tree shall be required on each lot with less than 100-foot of street frontage; on any corner lot, the required number of trees shall be provided on each frontage;
- (x) Owner may use vegetation for edging and side slopes of drainage facilities, provided said slopes are properly designed and built so as not to require

stabilization which would require stone or other re-enforcing material; provided, the treatment of side slopes shall specifically be subject to review and approval by the Village Engineer and in any event, shall not exceed four to one slope;

- (xi) In Section ~~5-16-35-3-3~~(E)(4)(a), the minimum size of deciduous trees shall be 2.5” caliper, rather than 6” caliper;
- (xii) In Section ~~5-3-25-16-2~~(D)(4) and 5-3-3(G)(2), the trees have a trunk diameter of not less than 2.5” caliper, rather than 3” caliper;
- (xiii) In Section ~~5-16-35-3-7~~(G)(4), to maintain said trees for a period of two ~~one~~ years, rather than three years following the acceptance of the street improvements in the right-of-way the trees are planted in. The term for replacement warranty for landscaping on private property shall be two years ~~one year~~ after the initial acceptance by the Village, provided, as to any vacant lot or lots which Owner conveys to a third party, such third party shall assume the responsibility for trees and landscaping described in this Paragraph;
- (xiv) In Section ~~5-16-35-3-7~~(G), to replace, in accordance with the requirements of this Article, any trees that do not survive in a good and healthy condition for the two years ~~one year~~, rather than for the three year, period next following the date of the acceptance of the street improvements in the right-of-way the trees are planted in; and
- (xv) In Section 7-4-7(A), all unpaved areas within street right of ways adjacent to open space may be seeded subject to review and approval by the Village Engineer.

Modified or additional departures may be approved by the Village pursuant to the procedures established in its ordinances without the necessity of amending this Second Amended Agreement.

- (g) The Dwelling Units to be constructed on the Subject Property may be constructed
 - (i) without fire protection sprinklers, except as may be otherwise required by State law; provided, Owner shall offer to any purchaser of a Dwelling Unit as an option installation of fire protection sprinklers, and obtain from any person or persons who refuse or decline such option, a written waiver or decline of fire protection sprinklers;
 - (ii) with Romex in lieu of conduit for electrical wiring;
 - (iii) with PVC in lieu of copper water piping, including PVC service lines (and, not using PVC as liner for service line)

(iv) with ground fault in lieu of “ARC” fault circuit interrupters.

(h) Construction may be phased on the Subject Property. Each phase shall connect directly to a completed street or highway. No builder shall commence construction on a second or succeeding phase within the Subject Property if that builder is in default of any obligation to the Village. However, this prohibition shall apply only to the builder in default.

(i) The Village confirms the approval of the Preliminary Development Plan for the Subdivision, and , consistent with §6-18-19(C) of the Village Code, Owner may apply for approval of a final plat for all or any portion of the Subject Property within a period of twenty (20) years after the Effective Date of this Second Amended Agreement.

(j) The Village shall approve any final development plan pursuant to the procedures and standards set forth in §6-18-9(C) of the Village Code,

(k) In preparing final plats of subdivision and final plans for the development for the Subject Property, Owner may make minor modifications, subject to the approval of the Village engineer and consistent with the Village's applicable regulations, to the general design and layout of lots, streets, rights-of-way, and improvements, as depicted in the Preliminary Development Plan, in order to facilitate the effective, efficient, and economical development of the Subject Property in accordance with the requirements of the Planned Residential Development Zoning District regulations for substantial compliance with the Preliminary Development Plan. No such modifications shall authorize Owner to develop a greater number of single-family lots, duplex units and townhomes on the Subject Property than provided for under the approved Preliminary Development Plan or this Second Amended Agreement except as provided in Paragraph 3(b) above.

(l) In the course of seeking approval of any final development plan for the Subject Property, Owner may at its sole cost and expense seek additional zoning approvals, 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 Second Amended Agreement, and without the approval of any Unit 1 Owner.

(m) Owner agrees that no lots shall be sold or buildings constructed on lots in the approved, but unrecorded subdivision phases, except for model home construction described below.

(n) The Village acknowledges that all of the necessary legal notices, public hearings and other proceedings necessary to modify the Village's Comprehensive Plan as necessary to be consistent with the development described in this Second Amended Agreement have been conducted and that the proposed use and development of the Subject Property and the proposed re-zonings of the Subject Property to the Planned Residential Development Zoning District are generally consistent with said Comprehensive Plan.

(o) In the event of an inconsistency between the standards contained in either the

Village's Zoning Ordinance or the Village's Subdivision Code and the Preliminary Development Plan the standards contained in the Preliminary Development Plan shall control regardless of whether such inconsistency (departures) are expressly identified in this Paragraph 3.

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

(a) **Existing Capacity.** The Parties acknowledge that the First Sewer Expansion Project described in the Original Development Agreement ("First Sewer Expansion Project") has been fully constructed and is operational as of the Effective Date of this Second Amended Agreement, and further that the Village, since completion of the First Sewer Expansion Project, has constructed a second expansion (the "Second Sewer Expansion Project") of the Village's Wastewater Treatment Facility (the "WWTF"). The Village represents and warrants that, as of the Effective Date of this Second Amended Agreement, the capacity of the WWTF is 2.76 m.g.d. and that the Village has, and at all times during the Term of this Second Amended Agreement will have, the capacity to treat all wastewater to be generated from the Subject Property. The Village further represents and warrants that the Hampshire Creek Interceptor Sewer has been constructed, and that it has created, and at all times during the Term of this Second Amended Agreement will have, sufficient transmission capacity for wastewater to be generated from the Subject Property.

(b) **Reservation of Capacity.** For the term of this Second Amended Agreement, the Village shall reserve wastewater treatment capacity in the WWTF, and wastewater transmission capacity in the Hampshire Creek Interceptor Sewer, in the amounts and to the extent necessary to provide sanitary sewer services to and for the Subject Property as it is contemplated to be developed pursuant to this Second Amended Agreement.

(c) **Construction of the Connecting Sewer Main.** The Parties acknowledge and agree that the Connecting Sewer Main as described in the Amended and Restated Development Agreement has been constructed, and has been accepted as a public improvement by the Village, as of the Effective Date of this Second Amended Agreement.

(d) **Total Costs; Permit/Fee Lists to be Utilized by Village.** Owner shall be entitled to a credit of \$1,525,300.00 which credit shall be applied to payment of sanitary sewer impact fees and sanitary sewer connection fees due for Dwelling Units and commercial uses to be constructed on the Subject Property until such amounts are fully applied. The current schedule of sanitary sewer impact fees and sanitary sewer connection fees is attached as Exhibit "E." The Village shall utilize a system of Permit / Fee Lists for each building permit requested by Owner and shall show thereon that no sanitary sewer impact fees and no sanitary sewer connection fees are due for any such permit in the Subject Property. Prior to the issuance of a building permit for a dwelling unit or a commercial use, the voucher attached as Exhibit "F" shall be utilized until all of the sanitary sewer impact fees and sanitary sewer connection fees are fully applied.

(e) Recapture for Sanitary Sewer Costs. The Parties acknowledge and agree that a Recapture Agreement for such expenditures has been approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2008K01114, based at the time on the partial costs that had been incurred by the Original Developer for the First Sewer Expansion Project (the “First Sewer Expansion Project Recapture Agreement”); and that an amendment to the First Sewer Expansion Recapture Agreement, confirming the final certified costs of the First Sewer Expansion, the right of recapture herein provided for and establishing that the amount due for reimbursement under said Recapture Agreement shall be and is \$1,308,455.48, has been approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2014K028695.

(f) Installation and Conveyance of Sanitary Sewer Mains. Owner agrees to install and convey all sanitary sewer mains constructed on the Subject Property after the Effective Date of this Second Amended Agreement by customary form of bill of sale and the Village agrees to accept the same by Village Resolution, provided such improvements have been constructed in accordance with the provisions of this Second Amended Agreement, the approved Preliminary Development Plan and the Final Engineering Plans

(g) Grant of Easement. An easement for the construction of the Connecting Sewer Main has been granted by Plat of Easement recorded in the Office of the Kane County Recorder as Doc. No. 2006K079205. Said Easement shall be reflected on the Final Development Plan for Unit 2.

(h) On-Site Permits. Owner shall be responsible for the cost of permits for on-site sanitary sewer main extensions attributable to the development of the Subject Property.

(i) Payment due for Expansion of the Village’s Wastewater Treatment Facility. Owner acknowledges and agrees that pursuant to the terms of a certain Recapture Agreement dated October 10, 2011 and recorded as Document No. 2012K005496 (based on the Agreement for Funding Expansion of the Village’s Wastewater Treatment Facility to 1.5 MGD Capacity, dated February 6, 2006), there is due and owing from Owner to Hampshire East, LLC, a principal amount equal to \$226,206.13, plus interest. Owner shall pay said amount plus any interest thereon to which the payee is legally entitled to Hampshire East, LLC as a condition of approval, and not later than the date of recording, of the first final plat of subdivision for all or any part of the Subject Property.

(j) No Further Sanitary Sewer Improvements. Except as otherwise specified in this Second Amended Agreement, including but not limited to the payment due to Hampshire East, LLC as set forth above, and the payment due to Hampshire West, LLC pursuant to Paragraph 7(e) below, and except for construction of on-site sanitary sewer mains and related improvements, Owner shall have no further obligation to construct any sanitary sewer improvements for the Subject Property.

5. Public Water Service to the Development. The following terms and provisions shall

apply to the public water service in the Subdivision:

(a) Existing Capacity. The Parties acknowledge and agree that the First Water Expansion project described in the Original Development Agreement (“First Water Expansion Project”) has been constructed and is operational as of the Effective Date of this Second Amended Agreement. The Village represents and warrants that the Village’s water supply and distribution system has sufficient capacity, and that at all times during the Term of this Second Amended Agreement it will have sufficient capacity, provided the pressure reducing valve hereinafter described (“Pressure Reducing Valve”) is installed, to serve the Dwelling Units to be constructed in the Subject Property. In particular, the water supply and distribution system currently lacks the capacity to serve the northwest quadrant of the Subject Property as identified on **Exhibit “G”** attached hereto.

(b) Reservation of Capacity. For the Term of this Second Amended Agreement, the Village shall reserve capacity in its water supply and distribution system in the amounts and to the extent necessary to provide potable water and water for fire protection services to the Dwelling Units and commercial uses to be constructed in the Subject Property, subject to installation of the Pressure Reducing Valve.

(c) Limitation on Connections. In order to insure the availability of said water supply and distribution capacity, said Pressure Reducing Valve shall be installed and made fully functional by Owner at the location shown on the Preliminary Development Plan prior to the time an Owner applies for any building permit for a Dwelling Unit lying within the northwest quadrant of the Subject Property as depicted on **Exhibit “G.”** Owner shall also be responsible for obtaining any permit(s) required for said installation. The Parties acknowledge and agree that the Pressure Reducing Valve has been fabricated, has been paid for, and is currently stored at the Village’s Water Facility No. 10-13, awaiting installation. The Village shall impose no charge for such storage for so long as the Village can continue such storage. Owner shall include in the first performance security to be posted with the Village for work in conjunction with the development of the area depicted on **Exhibit “G”** on the Subject Property north of Route 72, the estimated cost of transportation and installation of said Pressure Reducing Valve, as certified by the Village Engineer. Owner shall be responsible for any repairs that need to be made to the pressure reducing valve to make it operational. The final certified cost of the transportation and installation of the Pressure Reducing Valve shall be added to the Final Certified Cost of the First Water Expansion Project and shall be included in any recapture ordinance for the costs of the First Water Expansion to be enacted by the Village for the benefit of Owner.

(d) Total Costs; Permit / Fee Lists to be Utilized by Village. Owner shall be entitled to a credit of \$1,178,498.00 to be applied to the amounts of water impact fees and water connection fees due for Dwelling Units and commercial uses to be constructed on the Subject Property.. The Village shall utilize a system of Permit / Fee Lists for each permit requested by Owner and shall show thereon the amount of water impact fees and water connection fees due for each such permit. Prior to the issuance of a building permit for a dwelling unit or a

commercial use, the voucher attached as Exhibit “I” shall be utilized until all of the water impact fees and water connection fees are fully applied.

(e) Recapture Due for Water Costs. The total amount expended for the First Water Expansion Project does not as of the Effective Date of this Second Amended Agreement exceed the amount of water impact fees and water connection fees due for the number of Dwelling Units planned for the Subdivision, but it is anticipated that after adding the cost of transportation and installation of the Pressure Reducing Valve when actually incurred by Owner the sum of the certified costs of the First Water Expansion Project will exceed the amount due for such impact and connection fees. Therefore, although there is not any recapture due at this time, there may in the future be recapture due to Owner as a result of the construction of the First Water Expansion Project. A recapture agreement for such expenditures was approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2008K01113, based at the time on the partial costs that had been incurred by Owner for the First Water Expansion Project.

(f) Installation and Conveyance of Water Mains. Owner shall install and convey to the Village by customary form of bill of sale and the Village, by Village Resolution, shall accept all water mains Owner constructs on the Subject Property after the Effective Date of this Second Amended Agreement, provided such improvements have been constructed in accordance with the provisions of this Second Amended Agreement, the approved Preliminary Development Plan and the Final Engineering Plans.

(g) On-Site Permits. Owner shall be responsible for the cost of permits for on-site water improvements attributable to the development of the Subject Property.

(h) No Further Water Improvements. Except for the installation of the pressure reducing valve as described in sub-paragraph (d) above and construction of any and all on-site water mains and related improvements Owner shall have no further obligations to construct any water improvements for the Subdivision and/or for the Subject Property thereof.

6. Storm Sewer Service in the Subdivision

(a) Owner agrees that neither Owner nor its successor shall obstruct or impair the ability of any Unit 1 Owners to freely utilize any detention basins in the Subject Property which serve or are intended to serve Unit 1.

(b) Owner shall convey to the Village by customary quit claim form bill of sale all of Owner’s right, title, and interest in and to storm sewers constructed on the Subject Property after the Effective Date of this Second Amended Agreement and the Village shall accept said storm sewers by Village Resolution, provided such improvements have been constructed in accordance with the provisions of this Second Amended Agreement, and any later-approved Preliminary Development Plan and/or Preliminary Engineering Plans.

7. **Recapture for Off-Site and On-Site Public Improvements; Recaptures to be Paid**(a)

The Parties acknowledge and agree that the following sums due as and for recapture payments have been paid in full and fully satisfied:

(i) The recapture due the Farms of Hampshire, LLC in the initial amount of \$189,182.52 as a result of the construction of improvements to the intersection of Runge Road and Illinois Route 72, per the Recapture Agreement recorded in the Kane County Recorder's Office on July 24, 2008, as Document No. 2008K060161; and

(ii) The Recapture due the Farms of Hampshire, LLC in the initial amount of \$395,727.53 as a result of the construction of certain improvements for the extension of Runge Road and the extension of Jake Lane, per the Recapture Agreement recorded in the Kane County Recorder's Office on July 24, 2008 as Document No. 2008K060160; and

(iii) The Recapture due Hampshire Enterprises, Inc., based on the certified costs of \$58,522.28, as a result of the construction of the West Side Interceptor Sewer in the Village, per the Recapture Ordinance recorded in the Kane County Recorder's Office on January 6, 1997 as Doc. No. 1997K001003.

(iv) That portion of the Recapture owed by Owner from to Heartland Bank and Trust Company ("Heartland Bank"), as successor in interest to the Farms of Hampshire, LLC's interests in and to the recapture claims.

(b) The Parties acknowledge that the only recapture payment due and owing from Owner is/are the following:

i) Recapture described in Par. 4(i) above due to Hampshire East, LLC for costs of funding the first expansion of the wastewater treatment facility, in the principal sum of \$226,206.13.

ii) The recapture due Hampshire West, LLC for its work on the Hampshire Creek Interceptor Sewer and pursuant to a certain Recapture Agreement dated January 1, 2011 and recorded as Document No. 2011K015822, the principal sum of \$180,758.00, plus interest. Owner shall pay said amount to Hampshire West, LLC as a condition of approval, and not later than the date of recording, of the first final plat of subdivision for all or any part of the Subject Property. When paid by Owner, the recapture of said amount shall be provided for in a recapture agreement and such amount, if and when collected, shall be paid to Owner.

(f) The Village acknowledges and agrees that except as specified in Paragraph 7(b) no other recapture payments shall be due from Owner as a result of or in connection with the

development of the Subject Property, and that the Village shall not approve any other recapture agreements or ordinances which burden Owner or the Subject Property with additional recapture obligations without Owner's prior written consent, which consent may be given or withheld in Owner's sole and absolute discretion.

8. Creation of SSA and Issuance of Bonds. With respect to Special Service Area #13 established by the Village pursuant to Paragraph 7 of the Original Development Agreement, the Parties acknowledge and agree as follows:

(a) The Village duly proposed and established Special Service Area #13 as described in the Original Development Agreement and Special Service Area bonds in an amount equal to \$12,000,000 were thereafter issued by the Village (the "Series 2007 Bonds"), and the proceeds of said bonds were utilized for the construction of public improvements.

(b) The territory comprising the Subject Property has been disconnected from the Special Service Area; and any and all debt service due for the Series 2007 Bonds and/or any refunding bonds shall be the obligation of Unit 1 and/or others, Unit 2 having no further responsibility therefor.

9. Impact Fees / Off-Site Improvements.

(a) Except for any credits otherwise due under Paragraph 4 (sanitary sewer) and Paragraph 5 (water) above, and except for a credit of \$120,000.00 toward the Public Use fee, the fees set forth on **Exhibit "E"** (which include the increased fees approved by the Board of Trustees on September 6, 2018, and those fees to take effect on September 6, 2019) shall apply to any new construction in the Subject Property hereafter; said fees shall continue in effect without change for a period of four (4) years after the Effective Date of this Second Amended Agreement. Upon expiration of the four (4) year period the impact fees and transition fees applicable to the Subject Property shall be the fees then generally applied by the Village to other properties pursuant to the Village Code. Notwithstanding the foregoing, any increased, decreased, other, or additional impact fees or transition fees which are then generally applicable in the Village shall be imposed on the construction of Dwelling Units and commercial uses in the Subject Property in the future, provided any such increased, decreased, other or additional impact fee or transition fee shall not apply to the Subject Property until six (6) months after the Village Board approves the same and gives notice of the same to Owner or its successor which action may be taken and notice may be given prior to the expiration of said four (4) year period.

(b) Owner shall pay the fees described in the foregoing Paragraph 9(a) at the time of application for issuance of a building permit for each Dwelling Unit and commercial use constructed in the Subject Property.

(c) The Village acknowledges that no land contribution shall be required for the land/cash contributions due for impact fees under Chapter 14 of the Village Code, the Original Development Agreement, the Amended and Restated Development Agreement, or this Second Amended Agreement, and Owner shall pay cash in lieu of land therefor as specified on **Exhibit**

“E.”

(d) Monies received pursuant to the Original Development Agreement and this Second Amended Agreement and, in particular, the impact fees and land-cash contributions, will be spent only on improvements that benefit the Subject Property in accordance with law; provided, however, the transportation system fee paid by Owner shall be utilized by the Village for transportation system improvements consistent with its policy and the Transportation Planning and Roadway Improvement Cost Analysis prepared by EEI and dated November 2003.

(e) The Parties acknowledge and agree that the County of Kane has enacted an ordinance requiring payment to the County of a transportation impact fee and that any person or entity constructing Dwelling Units and commercial uses on the Subject Property shall be required to pay such fee as required by the County Ordinance or as otherwise agreed by Kane County.

10. Park Donations.

(a) Owner shall pay to the Village a sum equal to One Thousand (\$1,000.00) Dollars for park purposes for each dwelling unit allowed under this Second Amended Agreement that is in excess of the 299 dwelling units allowed under this Second Amended Agreement in excess of the number allowed under the Original Development Agreement. Payment of the fee for park purposes described in this Paragraph 10(a) shall be due at the time of issuance of a building permit for each such additional unit.

(b) The Parties hereto acknowledge and agree that except as provided in Paragraph 10 (a) above, all donations of cash and/or land for park purposes have been fully satisfied in relation to the Subject Property; and no further contributions of cash or land shall be due or owing to the Village in relation thereto.

(c) The Parties further acknowledge and agree that the Village has as of September 5, 2013 accepted all Park Improvements (as defined in the Original Development Agreement) heretofore constructed on the Park Site which is depicted on the original Preliminary Plat, and that Village has conveyed the park site to the Hampshire Township Park District which has assumed the duty to maintain said Park Improvements at its sole expense from and after the date of such conveyance.

(d) The Village shall, to the extent permitted by law, apply all or a portion of the cash contributions for park purposes received under this Paragraph 10, and from other developments in this area of the Village, including but not limited to Hampshire Highlands Subdivision, towards additional improvements for the Tuscany Woods Park Site.

11. Road, Street and Utility Construction Standards.

(a) Owner shall provide streets and roads for the Subject Property. Each street right-of-way shall be dedicated in a final plat of subdivision, and the Village agrees that said

roads shall be constructed in accordance with the specifications contained in Exhibit “J.” The Parties acknowledge and agree that as of the Effective Date certain improvements have been substantially completed at the intersection of Illinois Route 72 and Romke Road, to wit: westbound deceleration lane; eastbound left turn lane; and westbound left turn lane, utilizing certain letter of credit and escrowed funds on deposit with the Village to pay the costs of construction. It shall be the obligation of Owner at Owner’s sole expense, at the time of any development of the area in the Tuscany Woods Subdivision lying south of Illinois Route 72, to construct the eastbound deceleration lane (for traffic turning south onto Romke Road). Owner shall also reconstruct the existing paved portion of Romke Road immediately adjacent to that part of the Subject Property lying south of Illinois Route 72 not later than the time of issuance of the first certificate of occupancy for any structure erected thereon . Provided, in the event that development of the Subject Property lying south of IL 72 is undertaken by more than one party, then each party shall bear the obligations set out in this sub-paragraph 11(a), pro rata; and any party which expends more than its pro rata share of the cost of said improvements shall be entitled to recapture the amount of its disproportionate expenditure from the other benefitted party(ies). The Village shall also adopt a recapture against the property located on the east side of Romke immediately adjacent to the Subject Property lying south of Romke Road which will provide that the owner of said property shall bear 50% of the cost of said improvement plus interest on the amounts expended.

(b) 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. In any event, 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 in which 80% or more of the dwellings have been issued occupancy permits. After completion of the construction and/or acceptance of any street or road by the Village, and if construction traffic of Owner, its agents or employees continues to utilize its street or road, Owner shall be responsible for keeping the street or road free from construction debris, and further 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 for in Paragraph 12 below.

(c) 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 for a period of one year after such acceptance.

(d) 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. Accordingly, Owner shall perform the following tasks:

(i) Inspect and clean the streets and roadways adjacent to and within 1,000 feet of Owner’s construction site as needed during each week while construction is occurring on said site.

- (ii) Periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing so as to comply with applicable Village regulations.
- (iii) 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.
- (iv) In the event that the Village certifies completion of any such street between November 1 of any given year and April 1 of the following year, Owner shall continue to provide snow removal for said streets throughout such period.
- (e) 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, Owner shall make a one-time deposit with the Village Clerk in the sum of Five Thousand (\$5,000.00) Dollars as and for a "Site Control Escrow."
- (f) In the event 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 Second Amended Agreement, or within twenty-four (24) hours after receipt of notice from the Village of Owner's failure to comply with the provisions of this Second Amended Agreement, then the Village may perform, or contract with others to perform such undertaking and deduct from the Site Control Escrow the costs thereof. Owner shall, within fifteen (15) business days following written notice of such expenditure from the Village, then replenish the Site Control Escrow by delivering an additional deposit to the Village Clerk so as to maintain in the same at a Five Thousand (\$5,000.00) Dollar balance.
- (g) All sums then remaining on deposit with the Village for Site Control Escrow pursuant to this paragraph shall be returned to Owner upon final acceptance of all public improvements by the Village.
- (h) Owner shall provide adequate lighting of public streets within the Subject Property 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.
- (i) Village's design standards for streetlights, street signs, mailboxes, traffic signs, and fences shall be included in the final engineering plans submitted for development of the subdivision. Said design standards shall be generally consistent with the design standards established for such improvements in the Original Development Agreement. Street signs, traffic control signs and streetlights shall be installed and fully operational throughout a phase or unit of the development on the Subject Property prior to the issuance of any certificate of occupancy in such phase or unit. 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 in such phase or

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

12. 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, flood plains and wetland areas located in the Subject Property as identified on the Preliminary Development Plan. A final plat for any phase or unit of the development may be approved, but not recorded, until adequate security is provided for the completion of the public improvements attributable to that phase or unit.

(b) The security to be provided by Owner for public improvements benefiting an individual phase or unit of development within the Subject Property shall be in accordance with the applicable Village ordinances (125% of the Village Engineer's estimate of cost). Such security shall be in the form of performance and payment bonds or letters of credit, as 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. The 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. Provided, however, where such phased utility improvements are required to be interconnected or looped to or with another phase or unit of the development, the Village shall not be required to accept such phased improvements unless adequate security in the form of a performance bond is deposited with the Village to assure the completion of the required interconnection or looping.

(d) The security posted by Owner may be reduced by the Village from time to time, upon request by the 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 reduce 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 the 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 Second Amended Agreement which the request or supporting documents fails to meet. The Village shall reduce such security upon the Owner's compliance with said requirements. In addition, the Owner shall comply with the requirements contained in the Village's Subdivision Control Ordinance pertaining to the bonding requirement for maintenance after acceptance of public improvements. 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) Upon the sale and transfer of any portion of the Subject Property, Owner shall 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 Owner.

(f) Upon request of Owner for a Certificate of Completion (“Certificate of Completion”), the Village Engineer, within forty-five (45) days shall inspect the improvements subject to the request and either issue a Certificate of Completion or a punch list of items that need to be completed to obtain such Certificate. Upon 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. The Village shall re-inspect, consider acceptance and accept public improvements subject to the Certificate of Completion only after one (1) year following the issuance of the Certificate of Completion. Upon acceptance of the public improvements, the Village shall be responsible for the ownership and maintenance of said public improvements.

(g) In the event that the owner(s) of an adjacent property (“Adjacent Property Owner”) requires connection to any watermains and/or sanitary sewer lines located on the Subject Property, then upon the Village’s request, Owner shall grant a right of access onto the Subject Property to such Adjacent Property Owner to allow such connection to be constructed by the Adjacent Property Owner at the cost of such Adjacent Property Owner. In the event that Owner has not at the time extended same to the boundary line of the Subject Property, the cost of extending any such watermains or sanitary sewer lines to the boundary of Owner’s property, as certified by the Village Engineer, shall be borne by the Adjacent Property Owner; provided, the Adjacent Property Owner shall have a right of recapture from Owner as to any benefit resulting to Owner, running to the benefit of the Adjacent Property Owner. The right of access set forth herein shall be conditioned on the Adjacent Property Owner delivering to Owner adequate insurance and indemnity as to any work to be performed on Owner’s property. Nothing herein shall require Owner to construct watermains and sanitary sewer lines to the boundaries of the Subject Property unless said extensions are necessary to complete a system or make it self-contained or unless a final development plan and final engineering plan shall encompass the area in which any such lines are to be located; the Village has approved the extension of such lines; and Owner has commenced the development of such area.

(h) Owner, its successors and assigns, covenant and agree that to the extent Owner, its successors and assigns, as the case may be, have an ownership interest in any public improvements presently serving or intended to serve the Unit 1 property, as contemplated by the original Preliminary Plat or the Unit 1 Final Engineering Plans, Owner shall not obstruct or impair any Unit 1 Owner’s ability to freely utilize such public improvements.

(i) Development of the 40-acre site lying south of Il. 72 shall include a “pocket park” recreational space.

13. Site Development Work/Temporary Facilities/Interim Uses.

(a) After the adoption of ordinances approving the rezoning and preliminary subdivision plat approval, but prior to the approval of any final plat of subdivision for, or the availability of public improvements on, the Subject Property, Owner shall have the right, at its own risk, to install or erect in connection with the residential development up to four (4) pre-sale trailers, and four (4) construction office trailers, with parking lots, in four separate staging areas on the Subject Property after obtaining all applicable permits from the Village; provided, however, that no such structure shall be within 15 feet of any property lines of the Subject Property, and provided further that the location of any trailers shall be subject to Village staff approval, which approval shall not be unreasonably withheld.

(b) Any time after the execution of this Second Amended Agreement, and prior to approval of final subdivision plats for the Subject Property, or parts thereof, Owner may undertake excavation, mass grading, erosion and sedimentation control, water retention and detention, filling, soil stockpiling and site grading ("Grading and Site Development Work") in and upon the Subject Property or portions thereof; provided, however, that Owner shall undertake such work at its own risk. Owner shall not 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. Additionally, the 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 Subject Property. Prior to commencing work hereunder, Owner must obtain all necessary permits for such work from any applicable government agency other than the Village. 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 such sub-paragraph. Any earthwork performed pursuant to the Paragraph 12(b) shall be subject to the requirements of Exhibit "K," attached hereto and incorporated herein by this reference.

(c) Prior to the recordation of the first final plat of subdivision, at Owner's option, the Owner shall be permitted to construct not more than eight (8) model homes, four (4) structures each in two (2) model areas north of Illinois Route 72 on the Subject Property and not more than one duplex structure and one townhome structure each in two (2) model areas south of Illinois Route 72 on the Subject Property, subject to the approval by the Village's Building Department of the construction plans therefor; provided that framing of such models shall commence only after a stone haul road adequate to handle emergency vehicles has been constructed and approved by the Fire Department. In conjunction with the construction, use, and maintenance of the model homes, the Owner shall have the right to erect and maintain temporary fencing not exceeding four feet in height of such material and style in accordance with Village staff approval, which approval shall not be unreasonably withheld. Model homes may not be open to the public until a binder course on the road has been installed, inspected and approved by the Village Engineer. The Village agrees that the Owner shall have the right to

maintain the model homes on the Subject Property until all of the lots on the Subject Property have been conveyed to individual homebuyers.

(d) Owner shall have the right to use and occupy (but not for residential purposes) the pre-sale trailers and model homes, upon the installation of temporary electric generators, waste water holding tanks or portable toilet facilities, and water facilities; provided, however, that such generators, tanks and water facilities shall be promptly disconnected and removed in connection with service to the model homes only and not to the pre-sale trailers, at such time as electrical service and public sewer and water systems become available to the Subject Property. The model homes shall be connected to electrical service and public sewer and water systems promptly upon each becoming available to the Subject Property and the structures are connected thereto. Owner shall have the right to use and occupy (but not for residential purposes) construction office trailers (including trailers for the storage of materials and equipment) which shall not be required to be connected to temporary electric generators, waste water holding tanks or portable toilet facilities and water facilities. All matters governed by the Kane County Health Ordinance shall be subject to the review and approval of the Kane County Health Department.

(e) Farming, including the rental of land for farmland operations, shall be interim uses permitted on the Subject Property. No other interim uses shall be permitted.

(f) Construction activities on the Subject Property shall be conducted between the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday.

(g) No model homes shall be utilized by Owner for sales purposes unless and until a permit for occupancy as a model shall have been issued by the Village. Provided, should any such model home be sold for occupancy as a residence, Owner shall apply for and obtain a permanent certificate of occupancy prior to closing of the sale, and upon closing, said Dwelling Unit shall be then counted against the total number of building permits to be issued in the calendar year of closing.

(h) The Parties agree that certain work has previously been undertaken pursuant to a permit issued by the Army Corps of Engineers (the “ACOE”) for wetlands in the Subdivision. The Village has no jurisdiction over such permit or work required pursuant thereto. Owner shall be responsible for any and all work in the Subject Property required by the ACOE in relation to any such wetlands; and neither the Village nor any Unit 1 Owner shall have any responsibility for same.

(i) The Parties agree that certain erosion control was previously undertaken in the Subdivision in support of development on the Unit 1 Property, and future residential construction and/or development activities on the Subject Property may from time to time require additional erosion control measures. Owner and its successor shall at its respective expense utilize any erosion control measures for any such work as reasonably deemed necessary by best practices or by the Village Engineer. Owner or its successor shall also be responsible for compliance with the requirements of any applicable NPDES regulations or

permit pertaining to the Subject Property.

(j) The Village agrees that it will not halt work in or refuse to issue any building permit for a Dwelling Unit or a commercial use in any one phase or unit of ~~on in~~ the Subject Property because of a default by either TWHI or any Unit 1 Owner in regard to work to be performed by TWHI or any Unit 1 Owner. Nor shall the Village halt work in or refuse to issue any building permit for a Dwelling Unit or commercial use on the Subject Property because of a default by the developer and/or builder on another phase or unit of the development.

14. Architectural Review. In lieu of the requirements in Section 5-2-1 of the Village Code, Owner agrees to apply and enforce the following architectural improvement standards throughout the Development:

(a) In the event two adjacent homes having the same floor plan are constructed on one side of a street within the Subject Property, each home shall feature a different elevation. The difference in elevation shall be measured in terms of roofline and fenestration. Homes having the same elevations may not be constructed “directly across the street” from one another. However, homes having like elevations may be erected “directly across the street” from one another as long as the respective lot boundaries do not overlap each other by more than 25%. Homes shall be deemed to be “directly across the street” from one another if their respective lot boundaries overlap by 25% or more. In the case of small cul-de-sacs with eight or fewer lots, no duplication of elevations may occur.

(b) Exterior siding color shall not be repeated on homes constructed on consecutive lots on one side of the street or on homes “directly across the street” from one another. There will be two different siding colors between each house. The trim, roof and brick colors may not be duplicated more than twice in homes constructed side by side so that there will not be three homes alongside each other with the same trim color.

(c) Minimum foundation plantings around houses shall be provided by Owner subject to submittal and approval of a landscape plan.

15. Building Permits.

(a) Owner may submit applications for building permits prior to the approval of a final plat for the Subject Property or a portion thereof; provided, however, that no construction shall commence except on a lot created pursuant to an approved and recorded final plat of subdivision and accessible via a road improved with at least a binder course. However, the Owner shall be permitted to commence the construction of model homes pursuant to the terms contained in this Second Amended Agreement.

(b) Owner shall have the right to submit master building blueprints or plans for the various types of designs of Dwelling Units to be constructed on the Subject Property. Following the approval of any master building blueprints or buildings plans, no further submission or approval of building blueprints or plans will be required for the issuance of a

building permit for the construction of any building pursuant to such approved master building blueprint or building plan; provided, however, that applications with plans conforming to the master building blueprints thereon shall be submitted as part of each request for a building permit. The Village will use its best efforts to review and approve the master building blueprints within fifteen (15) days, or within such other time as may be agreed between the Parties. If the Village does not approve the master building blueprints or plans it shall, with specificity, give Owner notice of the elements of said blueprints or plans which do not conform to applicable Village codes and ordinance.

16. Signage.

(a) Owner shall have the right to install temporary illuminated signage on the Subject Property, subject to the following conditions:

- i) There may be one sign advertising the Subject Property for sale, which may be erected upon execution by the parties of this Second Amended and Restated Development Agreement, subject to the other requirements of this sub-paragraph, including the size restriction otherwise set forth in sub-paragraph (ii) below.
- ii) Subsequently there shall be not more than four (4) double-faced signs, advertising Owner's future development of the Subject Property; two may advertise the development of single family residences; and two may advertise the development of duplex/townhome units and commercial uses on the Subject Property or any portion thereof. Such signs shall not exceed 72 square feet per face. Two of the signs shall be located on the north side of IL 72, and two on the south side.
- iii) All signs shall be located adjacent to and outside the right-of-way of State Route 72 and none shall be located within the right-of-way of any dedicated street.
- iv) Illumination shall be directed onto each respective sign, and shall not spill over beyond the sign face.
- v) Such signs may be erected promptly after approval of a final plat of subdivision for all or any part of the Subject Property.
- vi) Such signs shall be subject to approval by building permit, including the location of any such sign(s); such approval and/or permitting shall not unreasonably be withheld.
- vii) All of such signs shall be maintained in good and presentable condition at all times, and the signs for any residential portion of the Subject Property shall be promptly removed as a condition of issuance of the last remaining building permit for any Dwelling Unit in the development; and the signs for any commercial portion of the Subject Property shall be removed upon completion of the last

commercial structure..

(b) Owner shall be permitted (but shall not be obligated) to install one permanent single or double-faced community identification ground sign, not exceeding eight feet in height or 160 square feet per face at any point of access to the Subject Property; provided, such sign shall be located on private property in a properly established easement or outlot and may not be located closer than five (5) feet to any right-of-way. The construction plans for such signs shall be subject to the review and approval of the Village Board which approval shall not be unreasonably withheld. At the time of submission of such construction plans, the Owner shall be required to deliver evidence to the Village that each such sign will be adequately maintained by a Property Owner's Association. After Village Board approval of said sign, the Building Department shall issue a permit within ten (10) business days.

(c) To the extent the current or future ordinances and regulations of the Village permit signs in greater number of or greater size than are authorized in this Paragraph, the Owner shall be permitted to erect such larger number or size.

(d) Nothing in this Paragraph shall limit the Owner's right to install other signs on the Subject Property or any portion thereof that are otherwise permitted by Village ordinance.

(e) The Village shall reasonably consider the approval of additional illuminated neighborhood monument identification signage requested at a future date by Owner.

(f) Owner may display at least three temporary community identification flags on 25 foot high poles per model home on the Subject Property. In addition, at least one American flag may be displayed on a 30 foot high pole in connection with the pre-sale trailer.

17. Occupancy Certificates.

(a) The Village agrees to perform a final inspection within two (2) days of a request for said final inspection. The Village agrees to issue Certificates of Occupancy within ten (10) days after the application therefor or to issue a Letter of Denial within said period of time informing the Owner specifically as to what corrections are necessary as a condition to the issuance of a Certificate of Occupancy, quoting the section of any code or ordinance relied upon by the Village in its request for correction.

(b) Any resubmittal of an application for a certificate of occupancy after issuance of a Letter of Denial shall be processed by the Village within one (1) day in the same manner as any other such application, except that no additional application fee shall be required therefor.

(c) Temporary certificates of occupancy for Dwelling Units and commercial uses shall be issued by the Village when weather conditions have not permitted the related improvements, such as landscaping, foundation plantings, driveways, public sidewalks, private walkways, topsoil re-spread, sod, parkway trees and seeding to be completely finished,

provided that such Dwelling Units and related structures, and such commercial uses, respectively, are in a substantially completed condition and are fit for habitation. As a condition of issuance of such temporary certificate of occupancy, Owner shall deposit with the Village Clerk a sum sufficient to secure completion of the related improvements in accordance with the schedule of deposits attached hereto and incorporated herein as **Exhibit “L”** for each Dwelling Unit for which a temporary certificate of occupancy is requested. Said deposit shall secure construction / installation of such improvements adjacent to the applicable lot and any other work to be performed on the lot. Not later than fourteen (14) days after satisfactory completion of such improvements as to any lot or lots, the Village shall return the deposit to the person who made the deposit.

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

18. Village Codes and Ordinances. Except as specifically modified pursuant to this Second Amended Agreement, and/or in the Preliminary Development Plan, the Preliminary Engineering Plans and the exhibits attached hereto, and continuing in effect for a period of four (4) years from and after the Effective Date, the Subject Property shall be developed in compliance with all ordinances, codes and regulations of the Village in effect as of the Effective Date of this Second Amended Agreement. Upon the expiration of said four (4) year period, except as specifically modified in or varied by the Preliminary Development Plan or pursuant to this Second Amended Agreement and/or the exhibits attached hereto, the Subject Property shall be developed in compliance with all ordinances, codes and regulations of the Village then in effect and in effect from time to time thereafter. Provided, however, that the application of any such ordinance, regulation or code adopted after Village approval of this Second Amended Agreement shall not:

- (a) result in a reduction in the number of residential building lots or Dwelling Units herein approved for the Subject Property; and/or the reduction in the acreage of the commercial development, without the written consent of the Owner;
- (b) alter or eliminate any of the ordinance departures set forth herein; or
- (c) result in any subdivided lot or structure constructed within the Subject Property being classified as non-conforming under any ordinance of the Village.

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 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.

19. **Defense.** The Village and Owner agree to cooperate with each other in the defense of any lawsuits or claims brought against Owner and/or the Village by any person or persons in regard to any of the following matters relating to the Subject Property or any portion thereof: i) the Original Development Agreement or this Second Amended Agreement; ii) the annexation of the Subject Property to the Village; iii) the zoning or subdivision of the Subject Property; iv) Special Service Area #13; v) any suit for condemnation for all or any portion of the Subject Property (brought by any other governmental body). Each Party shall be responsible for its own legal fees and costs in defending against any such claims, and each Party shall be responsible only for any settlement or judgment agreed by or imposed upon such Party.

20. **Reimbursement of Village Expenses and Consultant Fees.** Owner shall reimburse the Village for the following:

(a) 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 following the Effective Date of this Second Amended Agreement for review of all or any part of the design, plans, agreements, or any other element or feature of the development, in accordance with the 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 Owner shall include depositing such sum with the Village Clerk as is required by written Village policy in effect at the time of approval of this Second Amended Agreement. In the event of a dispute over the reasonableness of any such costs, the dispute shall be submitted by the Parties to arbitration. The decision of the arbitrator shall be binding.

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

(a) the completion and acceptance of all public improvements and the issuance of the last certificate of final occupancy by the Village for the last building or Dwelling Unit located on the Subject Property, or

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

22. **Amendments.** The Village and Owner may, by mutual consent, agree in writing to amend the terms and provisions of this Second Amended Agreement. However, only the written approval of the legal title holder of an interest in the property subject to the amendment (the legal title holder of the property subject to the amendment) shall be required to effect such amendment. No purported oral amendment to the Second Amended Agreement shall be binding or enforceable. The Parties agree, notwithstanding the foregoing, that without the prior written consent of and the Unit 1 Owners, which may be given or withheld in such parties’ discretion, and the Village, Owner shall not amend this Second Amended Agreement in any way that modifies or terminates the obligations of Owner specified in the following provisions of this Second Amended Agreement to the extent that any such modification or termination adversely

impacts the Unit 1 Owner: Paragraphs 4(j) and 7(e) regarding funds to be paid to Hampshire East, LLC and to Hampshire West, LLC, respectively; Paragraph 5(d) regarding the installation of the Pressure Reducing Valve; Paragraph 6(a) regarding the detention/retention basins; Paragraph 13(h) regarding wetlands; and Paragraph 13(i) regarding erosion control.

23. Notices.

A. Except as provided in sub-paragraph B, 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 & Pope LLC
1250 Larkin Avenue - Suite 100
Elgin, IL 60123

To the Owner: Hampshire Property, LLC
535 Plainfield Road Suite B
Willowbrook, IL 60527
Attention: Mr. Tom Small

With a copy to:

And to: Thomas R. Burney, Esq.
Law Office of Thomas R. Burney
40 Brink Street
Crystal Lake, IL 60014

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 the deposit with the courier.

24. Mutual Assistance.

(a) The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Second Amended Agreement and to aid and assist each other in carrying out the terms and objectives of this Second Amended 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 Second Amended Agreement and as may be necessary to give effect to the terms and objectives of this Second Amended Agreement and the intentions of the Parties as reflected by said terms.

(b) The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether Federal, State or County) financial entitlements or other aid and assistance required or useful for the construction or improvement of the Subject Property and facilities in and on the Subject Property or for the provision of services to residents of the Subject Property, including, without limitation, grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities and storm water disposal facilities.

(c) The Village shall grant to 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 the Subject Property. Owner agrees to promptly repair and replace any Village property damages or disturbed by reason of Owner's work in connection with the foregoing, in a manner satisfactory to the Village.

25. Remedies.

(a) This Second Amended Agreement may be enforced by either Party or by an appropriate action at law or in equity to secure the performance of the terms of this Second Amended 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 Second Amended Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Second Amended 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.

(d) If either 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.

(e) 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.

(f) If the performance of any terms of this Second Amended 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.

(g) Except in cases of emergency where immediate danger to health or life exists and/or work fails to meet the requirements of or exceeds the scope of the permits issued, the Village shall not issue any stop orders directing work stoppage on buildings or improvements on the Subject Property or any part thereof. The stop order shall set forth in detail the reasons for such stop order and shall cite the provisions of law on which the Village is issuing the stop order. Upon correction of the defect(s) and a request to the Building Inspector for a re-inspection, the Village shall re-inspect within one (1) business day and if the defect(s) is cured, the Village shall withdraw the stop order. In the event a "Fail Notice/Partial Stop" is issued by the Village Building Inspector, the other trades shall be permitted to continue work. Upon correction of the defects and the request to the Building Inspector for a re-inspection, the Village shall re-inspect within one (1) business day, and if the defect is cured the Village shall withdraw the Fail Notice/Partial Stop. In the event of multiple owners of the Subject Property, the stop work order shall only be directed to the owner responsible for the violation and to the unit or the development where the violation exists. A stop work order on any one or more Dwelling Units on the Subject Property shall not be the basis for a stop work order on another Dwelling Unit.

(h) TWHI and Unit 1 Owners shall be deemed third party beneficiaries of the following provisions of this Second Amended Agreement:

- Paragraphs 4(j) and 7(e) regarding funds to be paid to Hampshire East, LLC and to Hampshire West, LLC, respectively;
- Paragraph 5(d) regarding the installation the Pressure Reducing Valve;
- Paragraph 6(a) regarding the detention/retention basins;
- Paragraph 13(h) regarding wetlands;
- Paragraph 13(i) regarding erosion control; and
- Paragraph 22 regarding Amendments / no amendments re funds due; PRV installation; detention basins in U 2; wetlands / ACOE; and erosion control,

with the right to enforce such provisions and exercise all remedies available to them in the

event of a breach of any of such provisions, the same as if they were a party to this Second Amended Agreement.

26. Successors and Assigns.

(a) This Second Amended 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 and successor corporate authorities of the Village. To this end, this Second Amended Agreement shall run with the land.

(b) Notwithstanding and in addition to the foregoing, the Village acknowledges and agrees that Owner does not intend to act as builder or developer or any portion of the Subject Property, but intends rather to sell and convey various portions of the Subject Property to third parties for construction and/ or development, and Owner acknowledges that each such builder and its successor must comply with all of the terms of this Second Amended Agreement. If Owner does transfer and assign its rights and delegates its obligations under this Second Amended Agreement to a third party for all or any portion of the Subject Property, and if Owner, by notice, provides the Village Clerk the name and address of such third party and identifies the portion of the Subject Property that has been transferred, and if Owner delivers to the Village Clerk: (i) written evidence of such third party's assumption of all of the aforesaid obligations, and (ii) if applicable, replacement security acceptable to the Village, then and in that event Owner shall no longer have any liability or responsibility for the obligations which have been so transferred. Sales of individual lots that have been improved with a residence and for which a certificate of occupancy has been issued are excluded from this notice requirement.

27. Liability of Corporate Authorities. The Parties hereto acknowledge and agree that the individuals who are members of the corporate authorities entering into this Second Amended Agreement have each done so in his or her corporate capacity and shall have no personal liability whatsoever for such action. The Village acknowledges and agrees that the individuals who are executing this Second Amended Agreement on behalf of Owner have each done so in his or her legal corporate capacity, and that neither they nor any officer, member, or manager of PHI-Hampshire, LLC shall have any personal liability whatsoever for taking such action or under this Second Amended Agreement.

28. No Cross-Default. Owner shall not be denied any appropriate request for approval of any final Plat of Subdivision for the Subject Property, or for issuance of a building permit or certificate of occupancy for any residential structure to be erected or to be erected on the Subject Property, on the basis of any then-existing default of any Unit 1 Owner.

29. Counterparts. This Second Amended 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.

30. Severability. If this Second Amended Agreement or any provision hereof is held

invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the terms of the remaining provisions contained herein, unless both the Village and Owner mutually deem the provision to be material to this Second Amended Agreement. The Village and Owner hereby declare that each would have approved each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of whether one or more section, subsections, subdivisions, paragraphs, sentences, clauses, or phrases are declared unconstitutional, invalid or ineffective.

31. Integration. This Second Amended 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 Second Amended Agreement. This Second Amended Agreement and the ~~Unit 1 Second Amended Development Agreement~~ collectively supersedes the Original Development Agreement ~~in its entirety~~ as to any matter pertaining to the Subject Property.

32. Rules of Construction. In construing this Second Amended 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 Second Amended Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Second Amended Agreement. Unless otherwise provided in this Second Amended Agreement, any reference in this Second Amended 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 Second Amended 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.

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

IN WITNESS WHEREOF, the Parties have signed this Second Amended Agreement on the date and year first above written.

VILLAGE OF HAMPSHIRE

By: _____
Jeffrey R. Magnussen
Village President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

HAMPSHIRE PROPERTY, INC.

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, _____ of Hampshire Property, LLC, . an Illinois Limited Liability Company, personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of _____, 20__.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeffrey R. Magnussen, Village President, and Linda Vasquez, Village Clerk of the Village of Hampshire, Inc. an Illinois Municipal Corporation, personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he/she each signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of the municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of _____, 20__.

Notary Public

LIST OF EXHIBITS

- A Legal Description of the Subject Property
- B Preliminary Plat of Subdivision for Unit 2
- C Preliminary Development Plan by RWG (including bike path/sidewalk specs)
- D Alternative Development for 8.8 acre Tract
- E List of Impact / Transition / Connection Fees
- F Voucher form for sanitary sewer impact / connection fees.
- G Map Identifying NW Quadrant par. 5(a)
- H Voucher form for water impact / connection fees
- I Deed for conveyance of Ponds 4 and 8
- J Specifications for Construction of Streets / Roadways
- K Grading / Site Development (Earthwork Requirements) (per Village Engineer)
- L Schedule of Deposits for Temporary Occupancy

No. 18 -

**A RESOLUTION
ACCEPTING CERTAIN PLATS OF DEDICATION OF RIGHT-OF-WAY, AND
APPROVING DEDICATION OF CERTAIN PUBLIC LAND FOR RIGHT-OF-WAY,
FOR A NEW STREET TO BE DESIGNATED AS RYAN DRIVE IN THE VILLAGE**

WHEREAS, the Village has recently annexed certain territory to the Village adjacent to Hampshire Woods Business Park Subdivision, a portion of which is to be developed as an industrial site for re-location of and occupancy by Pet-Ag, Inc., a business currently located elsewhere in the Village; and

WHEREAS, development of the site depends in part on construction of a new roadway between said territory and Flannigan Roadway, within a right-of-way to be dedicated by the appropriate owners of land in Hampshire Woods Business Park Subdivision; and

WHEREAS, the owner of Lot 6 in Hampshire Woods Business Park Subdivision, to wit: Sysco Asian Foods, Inc. has executed an agreement for dedication, together with a Plat of Dedication of such right-of-way; and

WHEREAS, the owner of Lot 8 in Hampshire Woods Business Park Subdivision, to wit: Wayne Hummer Trust No. LFT 1745, has executed an agreement for dedication together with a Plat of Dedication of such right-of-way; and

WHEREAS, the Village is the owner of Lot 7 in Hampshire Woods Business Park Subdivision; holds title to said lot by virtue of a deed of conveyance from Wayne Hummer Trust No. LFT 1745, dated September 22, 2003, and recorded in the Office of the Kane County Recorder on October 7, 2003 as Doc. No. 2008K184750; and currently utilizes said lot as a passive open space area; and

WHEREAS, the Village is willing to modify the public use of said land in part to allow for right-of-way for the proposed new street, and desires to continue to use the remainder of the land as a passive open space area for the public benefit; and

WHEREAS, the Village is willing to execute a Plat of Dedication of right-of-way for said purposes and to commit the portion of Lot 7 described on said plat as public right-of-way for said roadway.

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

Section 1. The Village President shall be and is authorized to sign, and the Village Clerk to attest, a Plat of Dedication of right-of-way in and across a portion of Lot 7 of the Hampshire Woods Business Park Subdivision; a copy of said Plat describing

the land to be so dedicated is attached hereto and incorporated herein by this reference.

Section 2. The Village of Hampshire shall and hereby does accept a dedication of right-of-way in and across a portion of Lot 6 and a portion of Lot 8 in Hampshire Woods Business Park Subdivision as evidenced by the attached Plats of Dedication of right-of-way, together with the Plat of Dedication from the Village for a portion of Lot 7, for a public roadway to be designated as "Ryan Drive" in the Village.

Section 3. Once fully executed, said Plats of Dedication shall be recorded in the Office of the Kane County Recorder, at the expense of the developer of the Pet-Ag project; and the original Plats shall then be returned to and filed at 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 1st DAY OF NOVEMBER, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS 1st DAY OF NOVEMBER, 2018.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

No. 18 -

**A RESOLUTION
APPROVING A LEASE AGREEMENT FOR USE OF CERTAIN
WATER TOWER LOCATIONS FOR COMMUNICATIONS EQUIPMENT
WITH FUTURE LINK OF ILLINOIS, INC.
(Tuscany Woods Water Tower; Tamms Farm Water Tower)**

WHEREAS, Future Link of Illinois, Inc. ("Future Link") desires to locate certain communications equipment on the Tuscany Woods Water Tower owned by the Village and otherwise operated as part of its water supply and distribution system, together with additional equipment on the ground beneath the tower in support of its communications equipment; and

WHEREAS, Future Link also desires to have a right to locate certain communications equipment on the Tamms Farm Water Tower at a future date; and

WHEREAS, has proposed a certain written lease, setting forth the terms and conditions under which it might occupy space on said towers; and

WHEREAS, the Corporate Authorities desire to enter into a written lease for the use of space on the Tuscany Woods Water Tower and on the Tamms Farm Water Tower; for such purposes; and

WHEREAS, the parties have negotiated the terms and provisions of a lease for such purposes and have committed such terms and provisions to a written Lease Agreement between them.

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

1. The proposed Lease Agreement by and between the Village and Future Link for a leasehold of certain space located on the Tuscany Woods Water Tower and for a future lease of space on the Tamms Farm Water Tower, for locating on the structure and property certain communications equipment, shall be and is hereby approved, in words and figures as set forth on the attached Exhibit "A."

2. The Village President shall be and is authorized to execute said Lease Agreement on behalf of the Village; and the Village Clerk shall attest his execution thereof as need be; and a copy or duplicate original of the same may be delivered to Future Link after receipt by the Village Clerk of an original of same properly executed by Future Link.

4. Installation of the communications equipment shall be subject to filing and review of an application for, and issuance of, an appropriate building permit by the Village.

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

ADOPTED this _____ day of _____, 2018.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this _____ day of _____, 2018.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), is made this ____ day of _____, 2018, by and between Village of Hampshire, an Illinois municipal corporation (hereinafter referred to as "Landlord," and sometimes, the "Village"), and Future Link of Illinois, Inc., an Illinois corporation, d/b/a Future Link IT, having its principal office at 164 East Chicago Street, Elgin, Illinois (hereinafter referred to as "Tenant").

RECITALS

Whereas, Tenant desires at this time to locate certain equipment, including but not limited to radio transmitter/receivers and antennas (the "Facilities") on certain property owned by the Village, including the site commonly known as the Tuscany Woods Tower; and

Whereas, Tenant may desire in the future to locate certain equipment, including but not limited to radio transmitter/receivers on certain property owned by the Village, at the site known as the Tamms Farm Tower; and

Whereas, the Tuscany Woods Water Tower and the Tamms Farm Water Tower are individually and sometimes collectively referred to herein as the "Property" and each location of the Facilities on the Property is referred to as an "Antenna Site"; and

Whereas, the Village will allow Tenant to locate its Facilities on the Property subject to certain conditions and restrictions; and

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

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

1. Antenna Sites; and Rights Granted to Tenant upon the Property.

1.1 Landlord shall allow Tenant to mount and maintain its Facilities, including up to sixteen (16) antennas in an array, on the Tuscany Woods Water Tower Property, and shall grant to Tenant such easements as are necessary to install and operate such Facilities, including the electrical service, telecommunications and radio connections and connecting cables between the transmitter equipment and antennas necessary to make the Facilities on the Antenna Site functional; the Tuscany Woods Water Tower Property is legally described as follows::

Site 1. That part of the NE quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, being described as follows:

Beginning at the NW corner of the SE Quarter of the NE Quarter of said Section 26, thence South 00 Degrees 13 Minutes 38 Seconds East along the

East line of the West Half of said NE Quarter of Seton 26 a distance 439.72 feet; thence North 89 degrees 40 minutes 10 seconds West 205.30 feet; thence North 00 degrees 19 minutes 50 seconds East 265.03 feet to a point of curvature; then Northeasterly along the arc of a curve concave to the Southeast, having a radius of 467.00 feet, having a chord bearing North 09 degrees 58 minutes 39 second East, a distance of 157.26 feet to a point of tangency; thence North 19 degrees 37 minutes 28 seconds East 24.77 feet; thence Easterly along the arc of a curve concave to the North, having a radius of 590.00 feet, having a chord bearing of South 85 degrees 55 minutes 40 seconds East, a distance of 87.91 feet to a point of tangency; thence North 89 degrees 48 minutes 16 seconds East 78.99 feet to the place of beginning; in the Village of Hampshire, Kane County, Illinois

PIN: 01-26-200-012.
Common Address: Tuscany Woods Subdivision, Unit 2, Hampshire, IL
(Tuscany Woods Water Tower).

1.2 Landlord shall allow Tenant to mount and maintain its Facilities including up to sixteen (16) antennas in an array, on the Tamms Farm Water Tower Property and shall grant to Tenant such easements as are necessary to install and operate such Facilities, including the electrical service, telecommunications and radio connections and connecting cables between the transmitter equipment and antennas necessary to make the Facilities on the Antenna Site functional; the Tamms Farm Water Tower Property is legally described as follows: :

Site 2. Lot 184 in Tamms Farm Subdivision being a Subdivision of the East ½ of the Northwest ¼ and the Northeast ¼ of Section 14, Township 42 North, Range 6, East of the Third Principal Meridian, according to the plat recorded August 1, 2007 as Document Number 2007K080305 in the Village of Hampshire, Kane County, Illinois.

PIN: 01-14-201-003
Common Address: Tamms Farm Subdivision (Tamms Water Tower)

2. Term and Options to Extend:

2.1 Term.

a) Landlord leases to Tenant the Tuscany Woods Water Tower Antenna Site for an initial term of three (3) years beginning on the date of execution of this agreement (the "Initial Term") and on the terms and conditions of this Lease.

b) Landlord agrees to lease to Tenant the Tamms Farm Water Tower Antenna Site beginning on the date on which Tenant first notifies Landlord in writing in accordance with the notice provisions of Paragraph 22 below that it intends to occupy said Antenna Site with its Facilities, and prorated to the next following end date of the existing lease for the Tuscany Woods Water Tower Antenna Site; provided, thereafter the lease of the Tamms Farm Water Tower Antenna Site shall run for the same term,

with the same rights of extension and termination as set forth herein, as the Tuscan Woods Water Tower Antenna Site.

2.2 Option to Extend Term. The term of this Lease shall be automatically renewable following the end of the Initial Term for a total of four (4) additional terms of five (5) years each at the rental stated below and otherwise upon the same terms and conditions stated in this Lease. If Tenant desires to not extend any subsequent term of the Lease, it shall give Landlord written notice of its intention to not extend the term at least sixty (60) days prior to the expiration of the then current term whereupon this Lease shall be deemed canceled upon the expiration of the then current term.

2.3 Additional Yearly Terms. Prior to the end of the fourth (4th) five-year extension term, this Lease may be terminated by either party giving six (6) months prior written notice of termination to the other. If no such notice has been provided, then the Term of this Lease shall automatically continue in force upon the same terms and conditions for a further term of one (1) year and for any subsequent annual terms of one year each, until such time as either party serves written notice upon the other of its intention to terminate this Lease at least six (6) months prior to the end of any such annual term. Rent for these annual periods shall be payable as set forth in Section 3 below.

2.4 Term. The Initial Term, all extension terms pursuant to Section 2.2 and additional yearly terms pursuant to Section 2.3 shall be referred to in aggregate as the "Term." Provided further, as to any Term, Tenant may elect to extend or terminate as to either Antenna Site, or both Antenna Sites, described herein.

3. Rent.

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

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

4. Location for Payment of Rent. All rent shall be paid to Landlord at Village of Hampshire, c/o Village Finance Director, 234 South State Street, P.O. Box 457, Hampshire, IL 60140-0457; or to such other person, firm or place which the Landlord may from time to time designate in writing at least forty five (45) days in advance of a rent payment date.

5. Use of Property. Tenant may use each Antenna Site under this Lease Agreement

for lawful communications purposes and related site preparation, improvements and maintenance purposes in accordance with all applicable laws, ordinances, and governmental regulations, and with the terms and provisions of this Lease. Tenant shall keep the Property in a reasonably good state of maintenance and repair.

6. Tenant's Installation.

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

6.2 Electric Service. Tenant shall install or have installed separately metered electric service for Tenant's use on the Property in accordance with all applicable electrical codes. In the alternative Tenant may utilize the Village's existing electrical service at the Water Tower. Tenant shall pay to Landlord a sum equal to Twelve and No/100 (\$12.00) Dollars per month for said electrical service; provided, the Village may monitor such usage, and upon proof of additional electrical charges attributable to Tenant's equipment, and written notice thereof sent to Tenant by Landlord, Tenant shall remit payment of any such additional charge within ten (10) days thereafter.

6.3 Title to Various Items. Landlord shall, at all times, be the sole and exclusive owner of the Property. Tenant shall at all times be the sole and exclusive owner of the Facilities, including any antenna structure, antennas, equipment enclosures, equipment, other personal property, fixtures, cables and transmission lines and other improvements installed by Tenant on the Property.

6.4 Ingress and Egress. Tenant and its authorized representatives shall have the right of ingress and egress to and from the Property twenty-four (24) hours a day, seven (7) days a week. Tenant shall provide Landlord in advance with a list of personnel authorized by Tenant to enter the Premises.

6.5 Cable Connection to Water Tower; Water Tower Maintenance. All Facilities of Tenant that are placed on or lead to the Property shall be placed and secured in a manner safe to all and acceptable to Landlord and in such manner as to not interfere with either i) any pre-existing antenna(s) on the Property, or ii) the antennas to be placed on the Tamms Farm Water Tower Property in the future by owners and occupants in

Brier Hill Crossing Business Park, as described in Par. 9.2 and Par. 10.2 below. Tenant shall be solely responsible for securing and maintaining said antenna(s), cable and other equipment in a safe and secure manner. Landlord shall assume no responsibility for the safety or security of the Facilities of Tenant upon the Property. Tenant shall, upon reasonable notice, make all portions of the Antenna Site and Property available to Landlord for maintenance or repair, including but not limited to reasonable re-painting and related work, upon the request and at the direction of the Landlord (pursuant to Paragraph 18 below), provided such work shall be done in such fashion as to minimize the impact on Tenant's use of the Property.

6.6 Fiber Service; Other Improvements. In the event that fiber service is extended to, or other improvements are added at, the Property, Tenant shall be responsible to reimburse the Village for professional fees incurred by the Village for review of the proposed extension or other improvement. Provided, in the event that such extension or other improvement will benefit other users or occupants of the Property, the professional fees may in the sole discretion of the Village be prorated between or among the benefitted parties, on such basis and/or in such amounts as the Village shall prescribe.

7. Indemnification. Landlord and Tenant hereby agree to indemnify, defend and hold each other harmless from and against any claim, of liability or loss from personal injury or damage to the property of others in connection with the Property or resulting from or arising out of the use and occupancy of the Property by the indemnifying party or its agents, excepting, however, such claims or damages as may be due to or caused by the acts of the indemnified party or its agents. Neither party shall have any obligations under this Paragraph unless notified in writing of any such claim or loss within thirty (30) business days of receipt by the other party of notice of such claim or loss.

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

8. Tenant's Representations. In order to induce Landlord to enter into this Lease, Tenant covenants, represents and warrants as follows:

8.1. High-Speed Internet Services. Within six (6) months of the effective date of this Lease and throughout the remainder of its Term, Tenant shall offer high-speed wireless Internet access service with connection speeds of 128K bps to 768K bps and burst speeds of up to 6.0M bps to the residents and businesses in the Village of Hampshire and shall use its best efforts to provide such service to all locations within the Village which can be reliably serviced using the technology and equipment to be employed by Tenant on the Property and to which providing such service is, in Tenant's judgment, economically practicable. Tenant shall actively promote and market this service within the Village and offer network monitoring, problem resolution, and installation services to Village residents and businesses.

8.2. Service to Governmental Agencies. Commencing as soon as practicable after the date of this Lease, Tenant shall at its sole expense provide to the following governmental agencies, including but not limited to Landlord, at the following locations in the Village, the equipment, activation and service for broadband Internet access as of the date of this Lease Agreement, and for the duration of same:

- a) Village Police Department, 215-D Industrial Drive
- b) Hampshire Fire Protection District, 202 E. Washington Avenue

8.3. Authority. The person executing and delivering this Lease Agreement for Tenant has full authority to do so on its behalf.

9. Landlord's Representations. In order to induce Tenant to enter into this Lease, Landlord covenants, represents and warrants, as of the date of this Lease and throughout its Term, as follows:

9.1 Authority. Landlord is the owner of the Property in fee simple. Landlord has full authority to execute, deliver, and perform this Lease and is not in default of any mortgage affecting the Property.

9.2 Other Users and/or Leaseholds on the Tamms Farm Water Tower Property.

- a) The parties acknowledge and agree that the Village has reserved to the future use of the Owner of the property known as the Brier Hill Crossing Business Park development in the Village the exclusive right to use for telecommunications purposes 50% of the area of the tank that is suitable for such use.
- b) The restrictions on Tenant set out in Par. 10 below shall apply to such future users in Brier Hill Crossing Business Park, as if they were "prior radio transmission tenants" as otherwise described in Par. 10.2.

10. Broadcast Interference.

10.1 Definition. As used in this Lease, "interference" with a broadcasting activity means:

(a) Interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the FCC then in effect, or

(b) A material impairment of the quality of data, sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Property or had any equipment on the Property.

10.2 Removal of Interference with Broadcast Activities. Tenant's antenna installation shall be designed, installed and operated so as not to disrupt any public safety or emergency services transmissions or the radio frequency or operations of any prior radio transmission tenant on the Water Tower; provided, for purposes of this Paragraph, future users from among the landowners and occupants of the property in the Brier Hill Business Park shall each be considered to be a "prior radio transmission tenant."

If, in the opinion of Landlord, the operation of Tenant's antenna, transmitter or related equipment causes objectionable electrical or radiation interference to the operation or performance of any public safety or emergency services transmissions or the operations of any prior radio transmission tenant, Landlord shall give Tenant written notice thereof specifying the nature and extent of any such interference. Tenant shall immediately take the necessary steps to correct such interference, including the purchase and installation, at Tenant's expense, of additional equipment such as filters, isolation traps, etc. Tenant agrees not to cause any interference with facilities that are in place at the time of the commencement of the Term. Tenant shall use commercially reasonable efforts to avoid interference with any and all installations for emergency services transmissions made by Landlord after commencement of the Term. If Tenant is unable to cure all interference problems, then Tenant's obligation to pay future Rent payments shall cease and this Lease shall be terminated. Notwithstanding the foregoing, Tenant shall be responsible for and shall pay to Landlord any and all outstanding costs, fees and charges due hereunder including, without limitation, accrued Rent.

Tenant's rights on the Property shall be superior to any rights of all subsequent tenants of Landlord on said Water Tower and superior to any subsequent changes made to the existing equipment of Landlord's lessee's, tenants, invitees or agents. Landlord shall prohibit the operation of any telecommunications equipment on the Water Tower by any subsequent user or tenant (but specifically excluding any prior radio transmission tenant) during the Term which will cause interference with Tenant's broadcast activities or limit Tenant's intended use of the Property. Upon any notice from Tenant to Landlord of the existence of interference with Tenant's broadcast activities on

the Property which Tenant believes is attributable to telecommunications equipment of any subsequent user or tenant in use on the Water Tower Landlord will use its best efforts to cause such interference to cease not more than two (2) business days' after notice from Tenant.

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

12. Defaults; Remedies.

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

12.2 By Landlord. If Landlord defaults in any of its obligations under this Lease, in addition to any remedies available at law or equity, Tenant may perform Landlord's obligation and may offset from the rent or any other amounts next payable Tenant's costs and expenses of doing so. Notwithstanding anything else in this Lease, Tenant may defer payment of Rent during any period in which Landlord is in default in any of its obligations under this Lease; or has failed to provide or execute or cause to be provided or executed (a) any document reasonably necessary for Tenant's use of the Property in the manner contemplated, (b) any license; or (c) any document reasonably necessary to obtain any title insurance or other necessary or desirable insurance or consent.

13. Casualty. In the event the Water Tower is destroyed or damaged in whole or in part by casualty during the term of this Lease then, at Tenant's option (exercised by notice to

Landlord), this Lease may be terminated as of the date of the event or at any time within ninety (90) days thereafter and no further rent shall be due under the Termination Section or any other Section of this Lease

14. Quiet Enjoyment. Landlord covenants and agrees that upon payment by the Tenant of the rental under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person and Landlord shall perform all of its obligations under this Lease.

15. Termination.

15.1 By Tenant. In addition to termination as a result of action or inaction pursuant to other parts of this Lease, and subject to the provisions of Paragraph 2 above, Tenant may terminate this Lease:

(a) at any time upon thirty (30) days' written notice to Landlord and payment of two (2) calendar quarter's of normal rental,

(b) immediately, without payment of any rent not yet due following written notice to Landlord of either

(i) Tenant's inability to secure necessary zoning, permits or licenses and/or Tenant has lost, been denied or failed to satisfy any necessary authorization or radio engineering criteria to use the Premises as contemplated in this Lease,

(ii) Tenant's having obtained a soil test which shows contamination or building or radio transmitting conditions which in Tenant's judgment are unsuitable for Tenant's purposes, or

(iii) Tenant's right to use the radio frequencies utilized by Tenant's Antenna Site is revoked by the Federal Communications Commission (FCC).

15.2 Removal of Equipment Upon the expiration of this Lease, or its earlier termination or cancellation for any reason, Tenant shall at its sole expense remove from the property all of its antennas, antenna structures, equipment enclosures, transmitting and receiving equipment, transmitting lines, other personal property, fixtures and other improvements and restore the Property to its condition prior to Tenant's installations. Tenant shall have up to ninety (90) days after the effective date of the expiration, termination, cancellation to complete removal of all items.

15.3 By Landlord. Landlord shall have the right to terminate this Lease as otherwise provided in this Lease.

16. Cooperation. Landlord agrees to cooperate with Tenant in any efforts by Tenant

to secure any governmental permits necessary to use the Property as contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant within ten (10) days of Tenant's written request. During the term of this Lease, Landlord shall take no action which adversely affects the uses permitted on the Property. At any time after the date of this Lease or the Commencement Date, either party shall execute or cause to be executed any documents, or take or cause to be taken any actions, reasonably necessary to carry out the intent of this Lease.

17. Environmental Matters.

17.1 Definitions. For purposes of this Lease;

(a) "Applicable Environmental Laws" includes the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(b) "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material as that term is defined in Applicable Environmental Laws.

17.2 No Hazardous Material. Neither the Landlord nor, to the best knowledge of Landlord, any other person has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Property or any part thereof nor any part thereof has ever been used by the Landlord, or to the best knowledge of the Landlord, by any other person either as a permanent or temporary dump site or storage site for any Hazardous Material.

17.3 Tenant's Indemnity. Tenant indemnifies the Landlord and agrees to hold the Landlord harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Landlord for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) caused by or in the control of Tenant.

17.4 Landlord's Indemnity. In all other cases, Landlord indemnifies the Tenant and agrees to hold the Tenant harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Tenant for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Property or into

or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) existing as of the date Tenant takes possession of the Property or thereafter caused by or in the control of Landlord.

17.5 Survival. The provisions of and undertakings and indemnifications set out in this Section 17 shall survive the termination of this Lease.

18. Painting. The parties acknowledge and agree that from time to time it will be advisable or necessary for the Landlord to re-paint one or more of the Antenna Sites. Notwithstanding anything to the contrary contained in this Lease, upon making a determination that such re-painting shall be done, the Landlord shall notify Tenant not less than ninety (90) days in advance of the date when the tower on the respective site is scheduled to be painted. Tenant shall thereafter at its expense remove such of its Facilities as is located anywhere on the site, and cover or secure to its satisfaction any of its equipment on the ground at the location, for the duration of the painting project. Tenant may place temporary Facilities on the Property, subject to review and approval of the Landlord, which approval shall not unreasonably be withheld, for the duration of the painting project. Upon completion of the painting, Tenant shall promptly re-attach to the Antenna Site its Facilities that had been located thereon before the painting.

19. Lease Construction. This Lease shall be construed in accordance with the laws of the State of Illinois where the Property is located. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect.

20. Entire Binding Understanding; No Oral Modification. All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease by Tenant to Landlord shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant.

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

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

If to Landlord: Village of Hampshire
234 South State Street
Hampshire, IL 60140
Attn: Village Clerk

If to Tenant: Future Link of Illinois, Inc.
164 East Chicago Street
Elgin, Illinois 60120

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

23. Memorandum of Lease. Upon request by Tenant, made at any time during the Term of this Lease, the parties shall execute a Memorandum of Lease which Tenant may record at Tenant's sole expense in the Office of the Kane County Recorder.

24. Performance. Time is of the essence in this Lease.

25. Waiver. Failure of either party at any time to require performance of any provision of this Lease shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

26. Titles and Captions. All article, section and paragraph titles or captions contained in this Lease are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Lease.

27. Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require

28. Entire Agreement. This Lease contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Lease.

EXECUTED AND DELIVERED in the Village of Hampshire, Kane County, Illinois the day and year first above written.

LANDLORD:

THE VILLAGE OF HAMPSHIRE, an Illinois municipal corporation

By: _____

Jeffrey R. Magnussen
Village President

c:

TENANT:

FUTURE LINK OF ILLINOIS, INC., an Illinois Corporation, d/b/a FUTURE LINK IT

By: _____

Marty Mingl
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Query Insurance Agency Div of Crum-Halsted Agency 330 May Mart Drive Rochelle IL 61068		CONTACT NAME: Jennifer Heal PHONE (A/C, No, Ext): (815) 562-4152 FAX (A/C, No): (815) 562-2126 E-MAIL ADDRESS: jheal@crumhalsted.com	
INSURED Future Link of IL Inc 166 E Chicago St Elgin IL 60120		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Ins Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

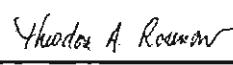
COVERAGES **CERTIFICATE NUMBER:** MASTER 2018 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			83SBAPS3307	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			83SBAPS3307	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			83SBAPS3307	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WECJZ1022	11/01/2018	11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Technology Liability			83TE0275579-16	08/29/2018	08/29/2019	Aggregate 1,000,000 Each Act 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Tuscany Wood Water Tower
Tamm's Farm Water Tower

CERTIFICATE HOLDER Village of Hampshire c/o Linda Vasquez 234 S. State Street Hampshire IL 60140	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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No. 18 -

**A RESOLUTION
RELEASING ANY DEPOSIT ON HAND AND AN IRREVOCABLE
LETTER OF CREDIT FOR MAINTENANCE OF IMPROVEMENTS
IN THE HAMPSHIRE WOODS SUBDIVISION
(Flannigan Venture Group)**

WHEREAS, Flannigan Ventures Group has previously posted with the Village a Letter of Credit to secure maintenance of certain public improvements constructed in and for the Hampshire Woods Subdivision; and

WHEREAS, said improvements have been completed and accepted by the Village; and

WHEREAS, the two year period prescribed by the Village's Subdivision Regulations, Hampshire Village Code, Section 7-7-5, has expired; and

WHEREAS, there is also on hand a deposit with the Village Finance Department in the sum of \$5,000.25, the purposes of which have been accomplished in said subdivision.

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 Letter of Credit issued on account of Flannigan Venture Group by Forest Park National Bank & Trust Co., dated January 12, 2009, in the face amount of \$98,450.00, for the benefit of the Village of Hampshire, and for the purpose of securing maintenance of the public improvements constructed in the Hampshire Woods Subdivision, shall be and hereby is released.

Section 2. The Village Finance Director shall refund to the owners the deposit on hand.

Section 3. 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 4. 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 5. This Resolution shall take full force and effect upon its passage and

approval as provided by law.

ADOPTED THIS _____ DAY OF NOVEMBER, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS _____ DAY OF NOVEMBER, 2018.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

No. 18 -

**AN ORDINANCE
AMENDING THE VILLAGE CODE TO PROVIDE FOR CERTAIN
REGULATIONS GOVERNING THE INSTALLATION OF SOLAR
ENERGY SYSTEMS IN THE VILLAGE, TOGETHER WITH
REGULATIONS GOVERNING THE LOCATION OF SOLAR ENERGY
SYSTEMS BY ZONING DISTRICT IN THE VILLAGE**

WHEREAS, the Village has recently considered the adoption of certain regulations to be added to the Hampshire Municipal Code as part of its Building Regulations to govern the erection and/or installation of certain types of solar energy systems in the Village; and

WHEREAS, in addition to such provisions designed to regulate the erection and/or installation of such systems, the Corporate Authorities have determined that the locations of such systems ought also to be regulated by zoning district; and

WHEREAS, such systems which are building-mounted, or building integrated, ought to be allowed in all zoning districts under the Zoning Regulations in the Village; and

WHEREAS, such systems which are ground-mounted raise concerns regarding the public health, safety or welfare, and ought to be considered as special uses in certain zoning districts under the Zoning Regulations in the Village; and

WHEREAS, a public hearing was conducted by the Village Zoning Board of Appeals on October 23, 2018, to consider the regulation of the location of such solar energy systems by zoning district; and

WHEREAS, following said public hearing, the Zoning Board of Appeals has recommended approval of the proposed regulations governing solar energy systems in the Village; and

WHEREAS, the Corporate Authorities believe it to be in the best interests of the Village to adopt regulations governing the installation of solar energy systems in the Village; and

WHEREAS, the Corporate Authorities have considered the findings of fact and recommendation of the Zoning Board of Appeals, the testimony presented at the public hearing, the comments of the Village Engineer, and have determined that it is in the best interests of the Village to regulate the location of solar energy systems by zoning district in the Village, by permitted use and special use processes otherwise set out in the Zoning Regulations.

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

Section 1. The Hampshire Municipal Code of 1985, as previously amended, shall be and is hereby further amended by adding new provisions governing the installation of solar energy systems in the Village, in words and figures as follows:

CHAPTER 5 BUILDING REGULATIONS
ARTICLE XVIII SOLAR ENERGY SYSTEMS

See attached text of the Solar Energy Regulations,
Hampshire Municipal Code, §.5-18-1 et seq.

Section 2. The Zoning Regulations of the Village Code of 1985, as amended, shall be and hereby are further amended to include certain definitions of terms related to solar energy systems, as follows:

CHAPTER 6 ZONING REGULATIONS
ARTICLE II RULES AND DEFINITIONS
SECTION 6-2-2 DEFINITIONS

Abandoned SES: An SES that has not been maintained in or repaired to Operating Condition within the applicable timeframe set forth in this Article, or for which the owner has not made all submissions required pursuant to this Article.

Height: The vertical distance measured from grade to the highest point of a structure.

Operable Condition: The condition of being capable of operating at full capacity while meeting all applicable requirements set forth in this Article.

Photovoltaic Cell: A semiconductor device that converts solar energy directly into electricity.

Solar Collector: A professionally manufactured device structure or part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, or electrical energy.

Solar Collector Surfaces: Any part of a solar collector that absorbs solar energy for use in the collector's energy transformation process. A solar

collector surface does not include frames, supports and mounting hardware.

Solar Energy System (SES): An active or passive system for which the primary purpose is to convert solar energy into thermal, mechanical, or electrical energy for storage and use.

Solar Energy System, Building Integrated (“SES-BI”): An SES that is accessory to a principal use and that is an integral part of a principal or accessory building, rather than a separate mechanical device, and that replaces or substitutes for an architectural or structural part of the building. SES-BI include, but are not limited to, photovoltaic or hot water systems that are contained within roofing materials, skylights, shading devices, and similar architectural components.

Solar Energy System – Building-mounted (“SES-BM”): An SES that is accessory to a principal use and professionally mounted on the roof of a principal building, or on an accessory structure if allowed by the Village’s Building Code. A SES-BM can be flush mounted or non-flush mounted.

Solar Energy System, Building-Mounted – Flush Mounted: An SES-BM is deemed to be flush mounted when it is mounted to a finished roof surface where the solar collector, once installed, projects no further than six (6) inches in height beyond the roof surface.

Solar Energy System, Building-Mounted – Non-Flush Mounted: A SES-BM is deemed to be non-flush mounted when it is mounted to a finished roof surface where the solar collector, once installed, projects more than six (6) inches in height beyond the roof surface.

Solar Energy System - Ground Mounted Solar Energy System (SES-GM): A free-standing SES that is accessory to a principal use and is placed on or mounted to the ground.

Principal Structure or Building: A structure that contains a principal use, as contrasted to an accessory structure or an incidental use of property.

Principal Use: The main use of land or buildings, as distinguished from subordinate or accessory uses. A “principal use” may be either a permitted use or a special use.

Section 3. The Zoning Regulations of the Hampshire Municipal Code of 1985, as previously amended, shall be and hereby are further amended to provide that certain types of solar energy systems, to wit: building-mounted solar energy systems and building-integrated solar energy systems shall be considered a permitted use in the

following zoning districts in the Village, and shall be listed in each of the sections of the Code designated herein, as follows:

Solar Energy Systems, as defined in and subject to the restrictions set forth in Chapter 5, Article 18 of this Code.

- 1. E-1 Estate Residential District Section 6-6-2(A)
- 2. E-2 Estate Residential District Section 6-6-3(A)
- 3. E-3 Estate Residential District Section 6-6-3(A)
- 4. R-1 Single Family Residence District Section 6-7-1(A)
- 5. R-2 Single Family Residence District Section 6-7-2(A)
- 6. R-3 Two-Family Residence District Section 6-7-3(A)
- 7. R-4 Residence District Section 6-7-4(A)
- 8. B-1 Central Business District Section 6-8-2(B)
- 9. B-2 Community Business District Section 6-8-3(B)
- 10. B-3 Service Business District Section 6-8-4(B)
- 11. B-4 Office Business District Section 6-8-5(B)
- 12. O-R Office Research District Section 6-8-6(B)
- 13. HC Highway Commercial Section 6-8-7(C)
- 14. RB Rural Business District Section 6-8-8(C)
- 15. M-1 Restricted Industrial District Section 6-9-2(B)
- 16. M-2 General Industrial District Section 6-9-3(B)
- 17. M-3 Industrial District Section 6-9-4(B)
- 18. O-M Office and Restricted Manufacturing District Section 6-9-5(C)

Section 4. The Zoning Regulations of the Hampshire Municipal Code of 1985, as previously amended, shall be and hereby are further amended to provide that certain types of solar energy systems, to wit: ground-mounted energy systems shall be

considered a special use, shall be subject to the special use procedure of the Zoning Regulations in the following zoning districts in the Village, and shall be listed in each of the sections of the Code designated herein, as follows:

Solar Energy Systems, as defined in and subject to the restrictions set forth in Chapter 5, Article 18 of this Code.

- | | | |
|----|--|---------------------|
| 1. | O-R Office Research District | Section 6-8-6(C)(8) |
| 2. | RB Rural Business District | Section 6-8-8(D) |
| 3. | M-1 Restricted Industrial District | Section 6-9-2(C) |
| 4. | M-2 General Industrial District | Section 6-9-3(C) |
| 5. | M-3 Industrial District | Section 6-9-4(C) |
| 6. | O-M Office and Restricted Manufacturing District | Section 6-9-5(D) |

Section 5. The Hampshire Municipal Code of 1985, as previously amended, shall be and hereby is further amended to provide for certain solar energy systems among the various uses allowed in a Planned Residential Development Zoning District, and to add a new paragraph, Section 6-18-4(G), as follows:

CHAPTER 6 ZONING REGULATIONS
ARTICLE XVIII PLANNED RESIDENTIAL DEVELOPMENTS
SECTION 6-18-4 PERMITTED USES

G. Solar Energy Systems which are building-mounted, and building-integrated solar energy systems, shall also be included among the uses allowed in a Planned Residential Development, subject to the requirements otherwise set forth in Chapter 5, Article 18 of this Code. Provided, however, as to any such Solar Energy System which is a building-mounted solar energy system which is non-flush mounted and which was not specifically described in and approved as part of the initial Large Scale Business Planned Development approval, the owner of any lot or lots in said Planned Development desiring to erect or install such non-flush mounted Solar Energy System shall make application for a special use, pursuant to Section 6-14-3(H) of this Chapter, without the need for amending the Final Development Plan or the Large Scale Business

Planned Development approval ordinance for the development of such building-mounted non-flush mounted Solar Energy System.

Section 6. The Hampshire Municipal Code of 1985, as previously amended, shall be and hereby is further amended to provide for certain solar energy systems among the various uses allowed in a Large Scale Business Planned Development Zoning District, and to add a new paragraph, Section 6-17-4(F), as follows:

CHAPTER 6	ZONING REGULATIONS
ARTICLE XVII	LARGE SCALE PLANNED BUSINESS DEVELOPMENT
SECTION 6-17-4	STANDARDS

F. Solar Energy Systems shall also be included among the uses allowed in a Large Scale Business Planned Development, subject to the requirements otherwise set forth in Chapter 5, Article 18 of this Code. Provided, however, as to any such Solar Energy System which is a ground-mounted solar energy system not specifically described in and approved as part of the initial Large Scale Business Planned Development approval, the owner of any lot or lots in said Planned Development desiring to erect or install a ground-mounted Solar Energy System shall make application for a special use, pursuant to Section 6-14-3(H) of this Chapter, without the need for amending the Final Development Plan or the Large Scale Business Planned Development approval ordinance for the development of such ground-mounted solar energy system.

Section 7. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded and waived.

Section 8. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 9. This Ordinance shall be in full force and effect upon passage and approval as provided by law.

ADOPTED THIS _____ DAY OF _____, 2018, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS _____ DAY OF _____, 2018.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

CERTIFICATE

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

I further certify that on _____, 2018, the Corporate Authorities of the Village of Hampshire passed and approved Ordinance No. 18 - _____, entitled:

**AN ORDINANCE
AMENDING THE ZONING REGULATIONS OF THE VILLAGE
TO AUTHORIZE AS A PERMITTED USE OR AS A SPECIAL USE
CERTAIN SOLAR ENERGY SYSTEMS IN VARIOUS ZONING DISTRICTS
IN THE VILLAGE**

Said Ordinance provided by its terms that it should be published in pamphlet form in accord with law.

The pamphlet form of Ordinance No. 18 - _____, was prepared in the office of the Village Clerk, and a copy of same was posted in the Village Hall, commencing on _____, 2018, and continuing for at least ten days thereafter.

Copies of the Ordinance were also available from and after said date for inspection by members of the public, upon request, in the Office of the Village Clerk.

This Certificate dated this ____ day of _____, 2018.

Village Clerk

**VILLAGE OF HAMPSHIRE
MUNICIPAL CODE**

CHAPTER 5

BUILDING

ARTICLE-18

SOLAR ENERGY SYSTEMS

5-18-1. PURPOSE. The purpose of this Article is to:

- A. Establish reasonable and uniform regulations for the location, installation, operation, maintenance, and decommissioning of Solar Energy Systems (SES);
- B. Assure that development and production of solar-generated electricity via Solar Energy Systems in the Village is safe;
- C. Minimize any potentially adverse effects of Solar Energy Systems on adjoining properties and the general community;
- D. Promote the supply of sustainable and renewable energy resources, such as Solar Energy Systems, in support of national, state, and local goals; and
- E. Facilitate energy cost savings and economic opportunities for Village residents and businesses.

5-18-2 DEFINITIONS. When used in this Article the following terms shall have the meanings herein ascribed to them:

Abandoned SES: An SES that has not been maintained in or repaired to Operating Condition within the applicable timeframe set forth in this Article, or for which the owner has not made all submissions required pursuant to this Article.

Height: The vertical distance measured from grade to the highest point of a structure.

Operable Condition: The condition of being capable of operating at full capacity while meeting all applicable requirements set forth in this Article.

Photovoltaic Cell: A semiconductor device that converts solar energy directly into electricity.

Solar Collector: A professionally manufactured device, structure, or part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, or electrical energy.

Solar Collector Surfaces: Any part of a solar collector that absorbs solar energy for use in the collector's energy transformation process. A solar collector surface does not include frames, supports, or mounting hardware.

Solar Energy System (SES): An active or passive system for which the primary purpose is to convert solar energy into thermal, mechanical, or electrical energy for storage and use.

Solar Energy System, Building Integrated ("SES-BI"): An SES that is accessory to a principal use and that is an integral part of a principal or accessory building, rather than a separate mechanical device,

and that replaces or substitutes for an architectural or structural part of the building. SESs include, but are not limited to, photovoltaic or hot water systems that are contained within roofing materials, skylights, shading devices, and similar architectural components.

Solar Energy System – Building Mounted (“SES-BM”): An SES that is accessory to a principal use and professionally mounted on the roof of a principal building, or on an accessory structure if allowed by the Village’s Building Code. A SES-BM can be flush mounted or non-flush mounted.

Solar Energy System, Building Mounted – Flush Mounted: An SES-BM is deemed to be flush mounted when it is mounted to a finished roof surface where the solar collector, once installed, projects no further than six (6) inches in height beyond the roof surface.

Solar Energy System, Building Mounted – Non-Flush Mounted: A SES-BM is deemed to be non-flush mounted when it is mounted to a finished roof surface where the solar collector, once installed, projects more than six (6) inches in height beyond the roof surface.

Solar Energy System - Ground Mounted Solar Energy System (SES-GM): A free-standing SES that is accessory to a principal use and is placed on or mounted to the ground.

5-18-3 GENERAL REGULATIONS. Except as specifically provided otherwise in this Article, a Solar Energy System shall comply with the following general regulations:

- A. **Applicability.** Any new solar energy system, and any upgrade, modification, or change to an existing solar energy system which significantly alters the size or placement of the system, shall comply with the requirements of this Article.
- B. **Location.** An SES may be established in the Village only as an accessory structure and use, and only in the zoning districts and locations expressly authorized by this Article.
- C. **Compliance with Laws.** All SES shall comply with all applicable Village, state, and federal laws and regulations, including, without limitation, the provisions of this Article, and the Village Code, including but not limited to all Village building Codes.
- D. **Compliance with Permits.** All SES shall comply with all applicable SES permits issued pursuant to this Article, including, without limitation, all conditions imposed by the Village as a condition of issuance of such permits.
- E. **Interference with Utilities, Roads, and Neighboring Properties.** No SES shall be operated in a manner so as to interfere with any public right-of-way or any utility system in the Village, or so as to interfere, by reason of glare, bright color, protrusion onto another property, or other reason, with the reasonable use and enjoyment of any other property, private or public, in the Village.
- F. **General Engineering Regulations.** Each SES shall conform to all applicable industry standards, including, without limitation, the standards developed by the American National Standards Institute (ANSI).
- G. **General Installation Regulations.**
 - 1. SES facilities must be installed according to manufacturer specifications.
 - 2. All necessary electrical connections must be made by a licensed electrician.

3. All electrical lines connecting to an SES not installed on a primary structure shall be installed underground.

H. Signage.

1. No SES shall contain or display any advertising material, writing, picture, or signage other than warning signage or manufacturer or ownership information; provided, the area of any sign displaying the identification of or information relating to the manufacturer or owner of the SES shall be no larger than one square foot.

2. No flag, decorative sign, streamers, pennants, ribbons, spinners or waving, fluttering or revolving devices shall be attached to any portion of an SES.

I. Architectural Standards. The design, materials, and location of all proposed SES facilities shall be compatible with neighboring buildings.

J. Use and Energy Production Restrictions.

1. An SES must be an accessory use to another use on the subject property and shall not be permitted as a primary "stand alone" use.

2. The primary purpose of the SES shall be the production of energy for consumption on the property on which the SES is located.

3. An SES shall not be constructed for the sole purpose of energy production for wholesale or retail sale purposes; provided, however, that energy produced in excess of on site consumption may be sold back to the electric utility service provider that serves the subject property for use with the existing energy grid.

4. Where storage batteries or electrical transformers are utilized as part of an SES, such batteries or transformers shall be clearly labeled with appropriate warnings, and shall be securely enclosed or otherwise contained so as to minimize potential electrical shock, fire, or explosion.

K. Maintenance.

1. SES facilities shall be maintained in Operable Condition at all times, except for reasonable periods of maintenance or repair.

2. Should an SES become inoperable (not in Operable Condition), or should any part of the SES become damaged, or should an SES violate a permit condition, the owner of the SES shall cease operations immediately and remedy the condition within 90 days after receipt of a notice from the Village regarding the condition; provided, however, that if the condition presents an immediate threat to the public health, safety, or welfare, the owner of the SES shall promptly remedy the condition, with or without any notice from the Village.

L. Decommissioning.

1. Any SES that is not in Operable Condition for a period exceeding 30 consecutive days shall be deemed abandoned. The owner of an abandoned SES and the owner of the property on

which the SES is located shall be responsible for and shall cause the removal of any abandoned SES and all related equipment and appurtenances within 30 days after receipt of a notice of abandonment from the Village.

2. Any abandoned SES that is not removed within 30 days after receipt of notice of abandonment shall be deemed a public nuisance, which nuisance the Village shall have the right, but not the obligation, to summarily abate by removing the SES and all related equipment and appurtenances, and to charge against and collect from the owners, jointly and severally, the costs and expenses of such removal.

3. Upon removal of the SES, the subject property shall be restored to its original pre-SES construction condition.

5-18-4. ADDITIONAL REGULATIONS FOR SOLAR ENERGY SYSTEMS (SES)

A. Building Mounted Solar Energy Systems (SES-BM)

1. Permitted Locations.

a) SES-BM, when flush-mounted, shall be a permitted use in all zoning districts in the Village.

b) SES-BM, when non-flush mounted, shall be a permitted use only in the B-1, B-2, B-3 and HC Districts, and in the M-1, M-2, M-3 and O-M Districts; and an SES-BM, when non-flush mounted, may not be installed in any Residential Zoning District in the Village.

c) Except as otherwise expressly provided in this Article, all SES-BM shall comply with all applicable regulations of the zoning district in which such use and structures are located, including all regulations applicable to accessory uses and structures, and all applicable requirements of this Article.

d) An SES-BM may be mounted only on a lawfully constructed and existing principal or accessory use.

e) In any Residential Zoning District, no SES-BM shall be mounted on the front façade of any structure.

2. Installation. All SES-BM may be structurally attached to the roof of a building, if otherwise in accordance with the Village's Building Codes.

a) An SES-BM can be installed on the principal structure of a lot or on an accessory structure if allowed by Village Building Codes.

b) An SES-BM shall occupy a maximum of 80% of the roof area unless otherwise specifically allowed by the Village; and in no case shall occupy more than 100% of the total roof area.

c) An SES-BM, when non-flush mounted, may be installed only on a building with a flat roof.

d) An SES-BM shall not extend more than two (2) feet beyond the exterior perimeter of the building on which it is mounted, as measured horizontally from the façade or roof edge on which it is mounted.

3. Height.

a) In a Residential Zoning District, an SES-BM, and any portion thereof, shall extend no more than five (5) feet above the roof of the structure on which it is mounted, and in no case shall it exceed the requirement of maximum building height of the zoning district in which it is located.

b) In any Business or Industrial Zoning District, an SES-BM, and any portion thereof, shall extend no more than fifteen (15') feet above the highest point of the roof of the structure on which it is mounted.

ALTERNATIVE >

- *An SES-BM, when flush mounted, shall not extend beyond eight (8") inches above the roof surface of a pitched roof.*
- *An SES-BM, when non-flush mounted, shall not extend beyond three (3') feet measured parallel to the roof surface of a pitched roof.*
- *An SES-BM when attached to a flat roof shall not extend beyond four (4') feet measured parallel to the roof surface, unless it is completely concealed by a parapet wall.*

B. Building-Integrated Solar Energy System (SES-BI).

1. Permitted Locations. An SES-BI shall be a permitted use in all zoning districts in the Village.

2. Applicable Regulations. Except as otherwise expressly provided in this Article, any SES-BI shall comply with all applicable regulations of the zoning district in which such use and structures are located, including all regulations applicable to accessory uses and structures, and all applicable requirements of this Article.

3. Installation.

a) An SES-BI shall occupy no more than 80% of the roof area unless otherwise specifically approved by the Village.

b) An SES-BI can be installed as part of the principal structure of a lot or of an accessory structure if allowed by Village Building Codes..

C. Ground-Mounted Solar Energy Systems (SES-GM).

1. Permitted Locations. An SES-GM may be installed in the B-1, B-2, B-3 and HC Districts, and in the M-1, M-2, M-3 and O-M Districts, but only upon issuance of a special use permit; an SES-BM may not be installed in any Residential Zoning District in the Village.

2. Applicable Regulations. Except as otherwise expressly provided in this Article, any SES-GM shall comply with all applicable regulations of the zoning district in which such use and structures are located, including all regulations applicable to accessory uses and structures, and all applicable requirements of this Article.

3. Setbacks. An SES-GM shall be located within the buildable area of a zoning lot, and shall be set back not less than a distance of one times the actual height of the system, or 10 feet, whichever is less.

ALTERNATIVE >

An SES-GM shall not be located within the required front yard or any corner side yard; and shall be installed outside any easement area.

There shall be no guy-wires used with any SES-GM.

4. Lot Coverage. The total solar panel surface area of an SES-GM shall not exceed 1% of the total lot area.

5. Installation. An SES-GM shall be installed in conformance with the following standards:

- a) No SES-GM shall be located in the front yard of any property.
- b) No part of a SES-GM shall be located in or protrude into a dedicated easement.

6. Height. No portion of any SES-GM, when oriented at maximum tilt, shall exceed ten (10') feet in height.

ALTERNATIVE >

- *Height shall be subject to special use conditions imposed by the Village.*
- *The minimum clearance between the lowest point of an SES-GM and the surface of the ground to which is it mounted shall be ten (10') feet.*

7. Screening. An SES-GM shall be screened to the extent reasonably practicable through the use of architectural features, earthen berms, landscaping materials, or other screening technique which harmonizes with the character of the property on which it is located and the surrounding area.

5-18-5: APPLICATION FOR SES.

A. The applicant for installation of any SES shall submit the following:

1. Generally Applicable Requirements.

- a) Name, address and telephone number of the applicant.
- b) Name, address and telephone number of the person, firm or corporation constructing and installing the SES.

- c). A copy of the directions issued by the manufacturer of the proposed SES for the proper installation, operation, and maintenance of the SES.
- d). A certificate of compliance demonstrating the system has been tested and approved by the Underwriters Laboratories (UL) or other approved independent testing agency.
- e). Approval letter from the local electric utility company, if the system is to be connected to the energy grid.
- f). Any other information required by the Village to show full compliance with this and other applicable laws, ordinances, rules and regulations.

2. An engineering plan, which must include, without limitation, the manufacturer's engineering specifications of the solar collectors and devices including wattage capacity, dimensions of such collectors, mounting mechanisms and/or foundation details, and structural requirements.

B. The applicant for installation of any SES□BM or SES□BI shall, in addition, submit an elevation drawing and/or photographs showing the location, size and design details of the proposed SES□BM or SES□BI.

C. An applicant for installation of a SES-GM shall, in addition, submit the following:

- 1. A site plan, drawn to scale, signed and sealed by a Professional Engineer licensed in the State of Illinois, and including, without limitation, the following:
 - a) The existing and proposed contours, at a minimum of two-foot intervals;
 - b) The location, setbacks, exterior dimensions and square footage of all structures on the subject property;
 - c) The location and size of any and all existing waterways, wetlands, one hundred-year floodplains, sanitary sewers, field drain tiles, storm sewer systems, aquifers, and water distribution systems on the subject property; and
 - d) The location of any overhead or underground power lines and utility easements.

D. An applicant for any special use related to an SES shall as a condition of approval, sign and deliver to the Village Clerk an acknowledgement, on a form supplied by the Village, that said owner shall be responsible for any and all enforcement costs and costs of remediation resulting from any violation of this Article, including but not limited to costs related to maintenance and/or decommissioning as describe in this Article. Such costs shall include but not be limited to costs of removal, costs of restoration of the property after removal, and Village legal or other consultant fees incurred in relation thereto.

E. Application Fee. TBD.

5-18-6: EXEMPTIONS. Any SES used to generate electricity for stand-alone light fixtures, including streetlights or area lights, or for stand-alone regulatory signs, shall be exempt from the requirements of this Article.

**VILLAGE OF HAMPSHIRE
ZONING BOARD OF APPEALS**

IN RE:

PETITION OF THE VILLAGE OF HAMPSHIRE TO AMEND THE TEXT OF THE VILLAGE ZONING REGULATIONS TO PROVIDE FOR CERTAIN SOLAR ENERGY SYSTEMS IN VARIOUS ZONING DISTRICTS IN THE VILLAGE.

FINDINGS OF FACT

In regard to the Petition of the Village of Hampshire to amend the text of the Village Zoning Regulations to allow for solar energy systems in various zoning districts in the Village, either as a permitted use or as a special use, the Zoning Board of Appeals having considered the application, and the testimony and evidence submitted at a public hearing, the Zoning Board of Appeals FINDS as follows:

1. A Petition to amend the text of the Village Zoning Regulations to allow for solar energy systems in the various zoning districts in the Village has been duly filed with the Village Clerk.
2. A Public Hearing on the Petition was conducted by the Zoning Board of Appeals at its regular meeting on October 23, 2018.
3. Notice of Public Hearing on said Petition was published in the Daily Herald newspaper on October 8, 2018.
4. At the public hearing, the Village Attorney addressed the Zoning Board on behalf of the Petitioner. One member of the public, Mr. Brian Haug, of Continental Electrical Construction Company, and president of the Illinois Solar Energy Association, appeared and commented on the Petition.
5. The purpose of the proposed regulations are as follows:
 - A. Establish reasonable and uniform regulations for the location, installation, operation, maintenance, and decommissioning of Solar Energy Systems (SES);
 - B. Assure that development and production of solar-generated electricity via Solar Energy Systems in the Village is safe;
 - C. Minimize any potentially adverse effects of Solar Energy Systems on adjoining properties and the general community;
 - D. Promote the supply of sustainable and renewable energy resources, such as Solar Energy Systems, in support of national, state, and local goals; and

E. Facilitate energy cost, savings and economic opportunities for Village residents and businesses.

6. The Zoning Board of Appeals considered the application, the summary provided by the Village Attorney, the testimony and/or evidence offered by members of the public (if any), and the other permitted and special uses allowed in the various zoning districts in the Village.

7. Additional Findings by the Zoning Board of Appeals:

a) The members of the Zoning Board of Appeals did not comment on or decide among the alternative provisions set out in the draft regulations regarding building code matters, citing a lack of expertise in matters related to solar energy systems.

ACTION(S)

On motion by H. Hoffman, seconded by W. Albert, to recommend approval of the Petition to amend the text of the Village Zoning Regulations to allow for solar energy systems in the various zoning districts in the Village, the vote was 5 ayes, 0 nays. Motion X passed / failed.

	<u>Aye</u>	<u>Nay</u>	
C. Christensen	<u>x</u>	<u> </u>	
W. Albert	<u>x</u>	<u> </u>	
N. Collins	<u> </u>	<u> </u>	Abs.
R. Frillman	<u>x</u>	<u> </u>	
H. Hoffman	<u>x</u>	<u> </u>	
J. Schaul	<u>x</u>	<u> </u>	


RECOMMENDATION

It is accordingly the recommendation of the Zoning Board of Appeals that the Petition for Text Amendment be X approved / denied.

Dated: October 23, 2018.

Respectfully submitted,

VILLAGE OF HAMPSHIRE
ZONING BOARD OF APPEALS

By: 
Carl Christensen
Chair

**VILLAGE OF HAMPSHIRE
ZONING BOARD OF APPEALS**

IN RE:

PETITION OF MINERALLAC TO INSTALL A GROUND-MOUNTED SOLAR ENERGY SYSTEM ON CERTAIN PROPERTY LOCATED AT 100 GAST ROAD IN THE VILLAGE.

FINDINGS OF FACT

In regard to the Petition of Minerallac, Inc. requesting a special use in the O-M Office Manufacturing Zoning District, to allow for installation of a ground-mounted solar energy system on its property at 100 Gast Road in the Village, the Zoning Board of Appeals having considered the application, and the testimony and evidence submitted at a public hearing, the Zoning Board of Appeals FINDS as follows:

1. A Petition requesting a special use to a special use in the O-M Office Manufacturing Zoning District, to allow for installation of a ground-mounted solar energy system on its property at 100 Gast Road in the Village, has been filed with the Village Clerk by Minerallac, Inc. for the following property:

See attached legal description

Common Address: 100 Gast Road, Hampshire, IL
PINs: 01-11-100-015.

2. A Public Hearing on the Petition was conducted by the Zoning Board of Appeals at its regular meeting on October 23, 2018.

3. Notice of Public Hearing on said Petition was published in the Daily Herald newspaper on October 8, 2018.

4. Notice of the Public Hearing was also posted on the property, and mailed to adjoining owners, not less than fifteen days prior to the public hearing.

5. At the public hearing, Mr. Brian Haug, Continental Electrical Construction Company, addressed the Zoning Board regarding the request for special use. No members of the public attended the public hearing / offered any comment on the Petition.

6. The new solar energy regulations under consideration for adoption by the Village would allow for erection of a ground-mounted solar energy system in the O-M Office Manufacturing Zoning District as a special use. Solar Energy Regulations, Sec. 5-18-4(C).

7. The Zoning Board of Appeals considered the testimony and/or other evidence presented by the Petitioner, and the nature of the proposed use and the other permitted and special uses allowed in the O-M Office Manufacturing Zoning District.

8. The Zoning Board of Appeals also considered the following standards in regard to the request for a special use:

a. The establishment, maintenance or operation of the special use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.

b. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, and will not substantially diminish and impair property values within the neighborhood.

c. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

d. The exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.

e. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.

f. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

g. The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Board of Trustees pursuant to the recommendations of the Zoning Board of Appeals.

9. Additional Findings by the Zoning Board of Appeals:

a) The requirements noted in the review letter of the Village Engineer, dated October 23, 2018, should be met by the applicant when it proceeds with application for building permit.

ACTIONS

On motion by W. Albert, seconded by H. Hoffman, to recommend approval of the Petition for a Special Use to allow for installation of a ground-mounted solar energy system at 100 Gast Road, in the O-M Office Manufacturing Zoning District, the vote was 5 ayes, 0 nays. Motion X passed / failed.

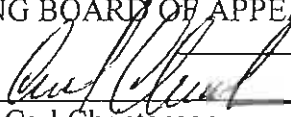
	Aye	Nay	
C. Christensen	<u> x </u>	<u> </u>	
W. Albert	<u> x </u>	<u> </u>	
N. Collins	<u> </u>	<u> </u>	Abs
R. Frillman	<u> x </u>	<u> </u>	
H. Hoffman	<u> x </u>	<u> </u>	
J. Schaul	<u> x </u>	<u> </u>	

RECOMMENDATION: It is accordingly the recommendation of the Zoning Board of Appeals that the Petition for Special Use be X approved / denied.

Dated: October 23, 2018.

Respectfully submitted,

VILLAGE OF HAMPSHIRE
ZONING BOARD OF APPEALS

By: 
Carl Christensen
Chair

No. 18 -

**AN ORDINANCE
GRANTING A SPECIAL USE TO ALLOW FOR INSTALLATION OF A SOLAR
ENERGY SYSTEM ON THE MINERALLAC PROPERTY IN THE O-M OFFICE
MANUFACTURING ZONING DISTRICT IN THE VILLAGE
(Minerallac Property)**

WHEREAS, Minerallac Company, as Owner, has filed a Petition with the Village of Hampshire for a Special Use to allow for installation of a solar energy system in the O-M Office Manufacturing Zoning District on its property at 100 Gas Road and located in the Hampshire Woods Business Park Subdivision in the Village; and

WHEREAS, the property in question is legally described as follows:

See Attached Legal Description, Exhibit A

WHEREAS, a public hearing regarding this request for special use was conducted by the Zoning Board of Appeals on October 23, 2018, pursuant to Notice published in the Daily Herald newspaper on October 8, 2018, and the Zoning Board of Appeals has recommended to the Village Board that the special use be approved, subject to certain conditions; and

WHEREAS, the Corporate Authorities have determined, based on said recommendation, and the record of the public hearing, that the special use ought to be granted.

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

Section 1. A special use, to allow for installation of a solar energy system on the property at 100 Gast Road, and legally described as follow, classified in the O-M Office Manufacturing Zoning District in the Village, shall be and is granted, subject to the following conditions:

See Attached Legal Description, Exhibit A

Said special use shall be subject to the following condition(s):

1. The special use described in this Ordinance shall expire if construction of said solar energy system is not commenced within one year of the date of passage of this Ordinance.
2. The solar energy system shall be in substantial conformance to the

system as described in the Petition for Special use filed by Owner

3. Owner shall comply with the conditions set out in the review letter issued by the Village Engineer dated October 23, 2018.
4. Owner shall erect a six-foot high fence around the solar energy system.
5. Owner shall obtain a building permit for the installation and shall comply with all applicable codes, ordinances, and regulations.

Section 2. This grant of a special use for installation of a solar energy system modifies and adds to the special use previously granted for the subject property for construction and operation of a manufacturing, warehousing and distribution facility for electric lighting and wiring use; plastic fabrication, including plastic injection molding; and other manufacturing, processing and storage uses consistent with the Minerallac Operations described in its Petition for Special Use, in 1999.

Section 3. The Village Clerk shall note this grant of special use on the official zoning map of the Village.

Section 4. Any and all ordinances, resolutions and orders, or parts thereof, which are in conflict with the provisions of this Ordinance, to the extent of any such conflict, hereby superseded and waived.

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

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

ADOPTED this ____ day of _____, 2018.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this ____ day of _____, 2018.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

Exhibit "A"

Legal Description of the Subject Property

That part of the East half of the Northwest Quarter of Section 11, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the South line of said Northwest Quarter and the East line of Gast Road as dedicated per Document No. 98K005800; thence North 00 Degrees, 08 Minutes, 39 Seconds West along said West line, 452.60 feet to the point of beginning; thence South 44 Degrees, 51 Minutes, 21 Seconds West, 28.28 feet; thence South 89 Degrees 51 Minutes, 21 Seconds West, 355.00 feet to a point of curvature; thence 427.26 feet along a curve concave to the Northeast, having a radius of 272.00 feet to a point of tangency; thence North 00 Degrees, 08 Minutes, 39 Seconds West, 867.80 feet to a point of curvature; thence 99.38 feet along a curve, concave to the West, having a radius of 338.00 feet and a chord bearing of North 08 Degrees, 34 Minutes, 24 Seconds West; thence North 48 Degrees, 56 Minutes, 59 Seconds East, 441.42 feet to a point on the Southwesterly line of U.S. Route 20, per permanent roadway easement recorded as Document No. 833173; thence South 41 Degrees, 3 Minutes, 1 second East along said South Westerly line, 359.63 feet to a point on a non-tangent curve; thence 197.14 feet along said Southwesterly line, being a curve concave to the Northeast, having a radius of 3879.80 feet and a chord bearing of South 42 Degrees, 30 Minutes, 19 Seconds East to a point of reverse curvature, said point being on said West line of Gast Road; thence 48.53 feet along said West line, being a curve, concave to the West, having a radius of 35.00 feet to a point of reverse curvature; thence 144.86 feet along said West line, being a curve, concave to the East, having a radius of 233.00 feet to a point of tangency; thence South 00 Degrees, 08 Minutes, 39 Seconds, East along said West line, 909.10 feet to said point of beginning, in Kane County, Illinois.

PIN: 01-11-100-015
Common Address: 100 Gast Road, Hampshire, Illinois

No. 18 -

**A RESOLUTION
ADOPTING AN UPDATED POLICY PROHIBITING SEXUAL HARASSMENT
FOR THE VILLAGE OF HAMPSHIRE**

WHEREAS, the Illinois General Assembly enacted Public Act 100-0554, an Act concerning government, dated November 16, 2017, which became effective immediately; and has recently updated the policy required under the Act by Pubic Act 100-1066; and

WHEREAS, pursuant to the Act, each governmental unit in the State of Illinois shall adopt an ordinance or resolution establishing a policy to prohibit sexual harassment; and

WHEREAS, all prior existing sexual harassment policies of the Village shall be superseded by the Policy Prohibiting Sexual Harassment adopted by this Resolution; and

WHEREAS, the Corporate Authorities are adopting the attached update to its previously adopted Policy Prohibiting Sexual Harassment in compliance with said Act.

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

Section 1. The Policy Prohibiting Sexual Harassment, updated 2018, set forth on the attached Exhibit "A," shall be and is hereby adopted, and shall be added to and incorporated in the Village Personnel Manual.

Section 2. Should any section or provision of this Resolution, or of the adopted Policy Prohibiting Sexual Harassment, be declared to be invalid, that decision shall not affect the validity of this Resolution, or the Policy Prohibiting Sexual Harassment as a whole or any part thereof, other than the part so declared to be invalid.

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

ADOPTED THIS ____ day of _____, 2018.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS _____ day of _____, 2018.

Jeffrey R. Magnussen
Village President

Linda Vasquez
Village Clerk

VILLAGE OF HAMPSHIRE
POLICY PROHIBITING SEXUAL HARASSMENT¹

I. PROHIBITION ON SEXUAL HARASSMENT

It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of the Village to prohibit harassment of any person by any municipal official, municipal agent, municipal employee or municipal agency or office on the basis of sex or gender. All municipal officials, municipal agents, municipal employees and municipal agencies or offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

II. DEFINITION OF SEXUAL HARASSMENT

This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct which may constitute sexual harassment includes:

- a) Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- b) Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- c) Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- d) Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- e) Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

III. PROCEDURE FOR REPORTING AN ALLEGATION OF SEXUAL HARASSMENT

An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be sexual harassment, including the following:

- A. *Electronic/Direct Communication.* If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
- B. *Contact with Supervisory Personnel.* At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a director of human resources, an ethics officer, the Village manager or administrator, or the chief executive officer of the municipality.

The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the municipality will not be presumed to have knowledge of the harassment.

- C. *Resolution Outside Municipality.* The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the municipality. However, all municipal employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 300 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the municipality. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of

credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

IV. PROHIBITION ON RETALIATION FOR REPORTING SEXUAL HARASSMENT ALLEGATIONS

No municipal official, municipal agency, municipal employee or municipal agency or office shall take any retaliatory action against any municipal employee due to a municipal employee's:

1. Disclosure or threatened disclosure of any violation of this policy,
2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any municipal employee that is taken in retaliation for a municipal employee's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
3. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – either is due within 300 days of the alleged retaliation.

V. CONSEQUENCES OF A VIOLATION OF THE PROHIBITION ON SEXUAL HARASSMENT

In addition to any and all other discipline that may be applicable pursuant to any policy, personnel manual, collective bargaining agreement, or any employment agreement, of the Village, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the Village, and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the Village shall be separate and distinct from any penalty imposed by any ethics commission, any fines or penalties imposed by a court of law, and any fines or penalties imposed by a State or Federal agency.

VI. CONSEQUENCES FOR KNOWINGLY MAKING A FALSE REPORT

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which subsequently fails of proof or cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable policies, personnel policies, collective bargaining agreements or any employment agreement, of the Village.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to the Attorney General, an ethics commission, an inspector general, the State Police, a State's Attorney, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

ⁱ This policy was drafted using the Illinois Department of Human Rights Sexual Harassment Model Policy and has been modified to conform to Public Act 100-0554.

Proposal & Contract
Great Lakes Snow Systems
 SNOW MANAGEMENT DIVISION
 PO Box 5237, Elgin, IL 60121-5237
 (847) 742-SNOW(7669) www.greatlakessnow.com

PROPOSAL SUBMITTED TO Village of Hampshire		PHONE 847-683-9489	DATE October 24, 2018
STREET 234 S State St		JOB NAME Lakewood Crossing, Parkside & Stonegate	
CITY, STATE AND ZIP Hampshire, IL 60140		JOB LOCATION Same	
ESTIMATOR Howard	DATE OF RFP	Contact: David Starrette Street Supervisor	Alt contact & phone dstarrett@hampshire.il.org 847-980-9795

We hereby submit specifications and estimates for:

Snowplowing of streets, bubbles and culdesacs at above location on a per service basis:

Areas to be covered . . .

Lakewood Crossing 4.07 Road Miles(measured by GIS services via satellite)
 2 culdesacs
 9 bubbles
 3 dead ends
 Service ends at bridge over I-90 to north and begins at Route 20 to south

Stonegate 1.45 Road Miles
 4 elongated circles
 Subdivision is N of Allen Rd

Parkside 1.25 Road Miles
 1 elongated circle
 2 dead ends
 1 Bubble

Plowing Services

Plowing to be done after 1" (approx. or as needed according to communication with Hampshire PW staff) accumulation of snow or as the result of drifted snow. De-icing services performed as needed, which may be before, during and/or after snowfall or result of drifted snow. Monitoring of property for winter services shall be responsibility of contractor. Great Lakes Snow shall make periodic inspections immediately before/after snow/icing event. This includes possibility of drifting cleanup between events. Contractor shall plow every 2-3" of snowfall until snow has stopped.

De-Icing Services

De-ice of above all streets with sodium chloride, sicer and/or liquid de-icers in a ratio applicable to temperatures. Standard flow rate shall be 300 lbs. per lane mile unless otherwise instructed by PW staff.

Great Lakes will measure pavement temperatures and adjust liquid mix accordingly. Standard mix is 80-10-10. If more/less material required due to weather conditions, contractor shall, at our discretion, use necessary material. These services will be performed after plowing services and during slippery conditions and/or request of village staff. Material supplied by contractor unless otherwise instructed.

If management chooses NOT to have contractor perform these services for any reason, management agrees to defend and hold contractor harmless of all liability, property damages, and injuries incurred as a direct or indirect result of that decision.

Miscellaneous

For heavy snows (in excess of 4") service will include multiple appearances to allow access/egress. Service will continue until snowfall has stopped when final push is made. Roads will then be cut to curbs. This only applies to heavier snows. Village of Hampshire understands it will take varying amounts of visits and time to complete snow & ice control based upon the length, timing & severity of each event.

Payment is due within 30 days from date of invoice. Late payments to be assessed a 2% late fee/month.

This proposal is for three (3) seasons with a one year option and is subject to attached "Terms & Conditions" and is valid through the 2020/2021 winter season, but does carry a "60 day out" clause which may be exercised by either party at any time. An additional one year option will exercise onto term unless customer indicates to contractor before September 1 of the final year (2021). Service term is November 1 – April 30.

Past due accounts will not be serviced until account is brought 'up to date'.

Damage

Turf damage with dirt/seed shall be performed at each season's end by May 1st. Turf excluded includes turf damaged by private plow contractors, resident or visitor's vehicles, or salt damage due to residents. If requested to repair these areas, customer shall be charged on a time and material basis for those areas. This also applies to mailboxes. If damage occurs, Great Lakes will take Sitefoto and forward onto PW staff.

Agreement is cancelable upon 30 day written notification by either party via certified mail.


Cost of Services

Plowing

Plow Cycle all 3 subdivisions <3"	\$ 1250
Plow Cycle >3"	\$ 1750
Service Pass(special request for drifting, parked cars, etc)	\$ 125 per hour

De-Icing

De-Icing all streets listed with NaCl (road salt)	\$ 850
De-Icing all streets listed with NaCl treated with slicer	\$ 950
Liquid De-Icing Application	\$ 2500

Net 30	
<p>Payment to be as follows:</p> <p>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications, involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, availability of commercial material or delays beyond our control. Great Lakes Snow Systems not responsible for "Acts of God," and assumes no liability for naturally occurring conditions. Our employees are fully covered by Workman's Compensation Insurance.</p>	<p>Authorized Signature:  10/23/18</p> <p>Note: This proposal may be withdrawn by us if not accepted within <u>30 days</u></p>
<p>Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlines above. I have read the Terms and Conditions and understand them.</p> <p>Date of Acceptance: _____</p> <p style="text-align: right;">Signature: _____</p>	

Services Rate Sheet (only by request for special situations outside contract)

The following services are available and will be performed as indicated by contractor's judgment and/or notification by client:

4 wheel drive plow(per hour)	\$ 120
Bobcat Services (per hour)	\$ 125
6 Wheel Dump (per hour)	\$ 125
Semi – Dump (per hour)	\$ 150
Endloader (per hour) small	\$ 275
“ “ “ “ large	\$ 450

Municipal References

Management Company/Association/ Municipality	Association Name and/or Commercial location	# Years
City of Elgin Contact: Aaron Neal 150 Dexter Court Elgin, IL 60120 email: Neal_A@civofelgin.org Aaron Cell Phone (331) 222-2121	All municipal parking lots All Fire Stations/Police 375 cul-de-sacs, alleys & roads Bluff City Cemetery, 3 subdivisions	15 12
School District U-46 Building and Grounds Department Contact : Joseph Creadon – Superintendent 1460 Sheldon DR Elgin, IL 60120 Email: Josephcreadon@U46.org	District Schools for the 2 nd largest school district in the state of Illinois We are servicing 23 schools	5
Village of Schaumburg Contact: Dave Lawry Public Service Director Schaumburg, IL 60195 847-923-6612 Email: dlawry@villageofschaumburg.com	Commuter Parking Lot	3
Village of North Barrington Contact: Kathy Nelander Village Administrator 111 Old Barrington Road North Barrington, IL 60010 847-381-6000 X10	Village Roads (25 lane miles) and Village Hall	1

Note – We were under contract for ALL of the references listed above this past season. These are just a few of our references. If you would like different/additional references, please let us know and we will be happy to furnish them. We are under contract with all Municipalities above except Village of Schaumburg... we elected to let that agreement expire. Past clients also include Geneva Township Road district and the Village of Mount Prospect.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gary M Bolger (15340) 825 Village Quarter Road Unit B1 West Dundee, IL 60118-0000	CONTACT NAME: Gary M Bolger PHONE (A/C, No, Ext): 847-531-6110 E-MAIL ADDRESS: gary.bolger@countryfinancial.com	FAX (A/C, No): 847-428-1437
	INSURER(S) AFFORDING COVERAGE	
INSURER A: COUNTRY Mutual Insurance Company		NAIC # 20990
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED 2797616
 GREAT LAKES SNOW AND POND SYSTEMS INC
 % MEYERS HOWARD
 PO BOX 5237
 ELGIN, IL 601215237


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		AB2100580	5/14/2018	5/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		AB2100580	5/14/2018	5/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>		AU2100580	5/14/2018	5/14/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AW2100580	5/14/2018	5/14/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INSURED(S):
 CITY OF ELGIN
 150 DEXTER CT
 ELGIN, IL 60120
 (CONTINUED)

CERTIFICATE HOLDER CITY OF ELGIN 150 DEXTER CT ELGIN, IL 60120	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENDA SUPPLEMENT

TO: President Magnussen and Village Board
FROM: Lori Lyons, Finance Director
FOR: November 1, 2018 Village Board Meeting
RE: Request for disbursement of Tax Increment Funding

Background. On January 18, 2018, the Village entered into a redevelopment agreement with State and Oak Holdings, LLC (S&O) for the redevelopment of the property located at 156-172 S. State Street. This property was formerly operated as the Corkshire Pub and was sold in September 2017.

Analysis. Improvements at the property were to include masonry, plumbing, electrical HVAC work, installation of a garage door and air curtain, new tile, flooring and light fixtures, roof repair, door and window replacement, etc. Total eligible redevelopment project costs were to be \$313,362 or more.

Financing of this project was done with the approval of SBA 504 program through Resource Bank and contingent on approval of TIF funding in the amount of \$100,000.00.

Working with the assistance of Fidelity National Title Company, as the project progressed, S&O would prepare a construction loan draw request certifying the work completed, the bank would make a site inspection and funds would be released to the contractors. Per the final draw request, attached, total certified expenses for the project and drawn on the construction loan totaled \$329,247.00 including \$313,362 eligible project costs. In addition, to these certified expenses another nearly \$48,000 was spent on the project.

Recommendation. Staff has reviewed the expense documentation and recommends disbursement of \$100,000 in Tax Increment Funding assistance to State and Oak, LLC for the property at 156-172 S. State Street.

Fidelity National Title Company

**LENDER'S DISBURSEMENT
AUTHORIZATION**

Fidelity National Title Company, LLC
1990 E Algonquin Rd, Ste 201
Schaumburg, IL 60173
Phone: (847)498-1820 Fax: (847)885-5728

Date: February 5, 2018
Escrow No.: KA12091642CE
Draw No.: 5

With regards to the above mentioned construction escrow file please be advised of the following:

1. As lender, we hereby approve the Owner's Sworn Statement dated 10/23/18 as prepared by the owner: State and Oak Holdings, LLC.
2. As lender, we hereby approve the General Contractor's Sworn Statement dated 10/23/18 as prepared by the general:
3. As lender, we hereby certify that an inspection has been made, the work has been completed, and materials are in place as indicated by the request for payment on the General Contractor's Sworn Statement, and Owner's Sworn Statement, if applicable.
4. Enclosed is our check/wire in the amount of \$ 66,000.90 totaling this draw request.
5. Including the amount of this draw (number 4 above) the current outstanding balance disbursed by the lender on the loan is \$ 329,247.00

You are hereby given authorization to disburse and proceed with said draw when all escrow deposits are made and requirements are met.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Resource Bank
Print Company Name

[Signature]
Signature

10/24/18
Date

By: STEVEN G. MCKENZIE
Print Name

Its: Commissioner ANEX
Print Title

* amount due on General Contractor's Sworn Statement and Owner's Sworn Statement, if applicable.

SWORN STATEMENT OF CONTRACTOR AND SUBCONTRACTOR
Fidelity National Title

Escrow # KA18001642CE

Draw 5

State of ILL

County of Kane

The Affiant, Randall G. Stevenson being first duly sworn, on oath deposes and says that he is GM of Embassy Construction, Inc. P.O. Box 760 Hampshire, IL 60140 that _____ has a contract with Embassy Construction, Inc. for General Contracting on the following described premises in said, State and Oak Holdings, 172 S. State St., Hampshire, IL 60140

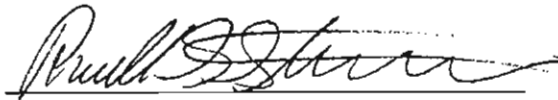
That, for the purpose of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due to them, respectively, the amounts set opposite their names for materials or labor as stated.

That this statement is a full, true and complete of all such persons, the amounts paid and the amounts due or to become due to each.

1	2	3	4	5	6	7
Name & Address	Kind Of Work	Amount of Contract		Net of Previous Payment	Net Amount This Payment	Balance to Become Due (Incl.Ret.)
2 03 Embassy Construction PO Box 760 Hampshire, IL 60140	847-683-7141 Dumpster Fencing Demo	\$ 10,960.00		\$10,960.00		\$ -
3 03 Embassy Construction PO Box 760 Hampshire, IL 60140	847-683-7141 Excavation, Foundation	\$ 6,700.00		\$6,700.00		\$ -
10 All Tile 855 N Wood Dale Rd Wood Dale, IL 60191	708-442-9400 Tile, walls, Flooring	\$ 12,509.91		\$12,189.07	\$320.84	\$ -
1 01 Embassy Const., Inc P.O. Box 760 Hampshire, IL 60140	847-683-7141 Energy Reating Plans, Permits	\$ 6,000.00		\$6,000.00		\$ -
26 30 Embassy Const., Inc P.O. Box 760 Hampshire, IL 60140	847-683-7141 General Overhead Profit	\$ 7,000.00		\$7,000.00		\$ -
5 06 Triumph Truss & Steel PO Box 366 Gilberts, IL 60136	847-669-8200 Steel	\$2,350.00		\$2,350.00		\$ -
6 06 E. Hines Lumber Co, 14n915 US Hwy 20 Hampshire, IL 60140	847-683-3993 Sidding, Lumber	\$ 11,279.02		\$9,885.02	\$1,394.00	\$ -
7 07 Embassy Const. Inc. PO Box 760 Hampshire, IL 60140	847-683-7141 Framing Labor	\$ 13,238.00		\$13,238.00		\$ -
8 01 Embassy Const., Inc P.O. Box 760 Hampshire, IL 60140	847-696-0250 Roofing & Gutters	\$ 4,900.00		\$2,500.00	\$2,400.00	\$ -
9 Patriot Glass & Glazing 11917 Smith Dr., Unit C Huntley, IL 60142	847-515-7860 Doors Windows	\$ 10,515.00		\$10,515.00		\$ -
11 Benson Stone 5901 Material Ave Loves Park, IL	815-877-5788 Brick	\$ 3,337.69		\$3,337.69		\$ -
12 11 Embassy Const., Inc P.O. Box 760 Hampshire, IL 60140	815-325-4058 Masonry Labor	\$ 10,549.31		\$8,707.31	\$3,842.00	\$ -
13 12 Bestler Corp 246 Keyes	847-683-5050					

	Hampshire, IL	Plumbing	\$ 44,210.00	\$30,000.00	\$14,210.00	\$ -
15	14 Excel Electric Group LLC 215 Evans Ave DeKalb, IL	815-748-7142 Electric	\$ 68,684.50	\$46,200.00	\$22,484.50	\$ -
14	13 Breezy's Heating & A/C 2150 Oakland Dr. - Ste E Sycamore, IL 60178	847-683-3622 HVAC	\$ 32,627.00	\$29,364.00	\$3,263.00	\$ -
19	16 Crystal Painting 245 Red Hawk Hampshire, IL 60140	Painting	\$ 4,000.00	\$4,000.00		\$ -
19	01 Embassy Const., Inc P.O. Box 760 Hampshire, IL 60140	Drywall	\$ 21,000.00	\$21,000.00		\$ -
11	Security Builders Supply PO Box 910 Oswego, IL 60543	630-554-1091 Doors	\$ 4,640.00	\$4,640.00		\$ -
18	ASAP Overhead Doors 11414 Smith Huntley IL 60142	847-695-8888 Garage Doors	\$ 5,900.00		\$5,900.00	\$ -
22	17 E. Hines Lumber 101 W. Main St. Kirkland, IL 60146	847-683-3993 Millwork	\$ 4,346.57	\$4,346.57		\$ -
	Old World Stone 50 Industrial Dr Unit 114 Gilberts, IL 60136	847-844-4440 Bar Top	\$ 13,288.00	\$13,288.00		\$ -
26	First Detection Systems Inc. 731 Linden Ave Elgin, IL 60120	847-741-0017 Fire Alarm Security	\$ 12,031.10	\$4,812.44	\$7,218.66	\$ -
24	10 Embassy Construction PO Box 760 Hampshire, IL 60140	847-683-7141 Stainless Steel Kitchen Walls	\$ 3,000.00	\$3,000.00		\$ -
17	10 Embassy Construction PO Box 760 Hampshire, IL 60140	847-683-7141 Insulation	\$ 1,300.00	\$1,300.00		\$ -
20	10 Embassy Construction PO Box 760 Hampshire, IL 60140	847-980-9819 tile, walls, flooring labor	\$ 7,415.00	\$7,415.00		\$ -
23	10 Embassy Construction PO Box 760 Hampshire, IL 60140	847-683-7141 Mirrors, Assesarys Bath Partitions	\$ 1,544.90		\$1,544.90	\$ -
16	14 Littman Bros. 845 S. Roselle Rd Schaumburg, IL 60140	847-895-5155 Light Fixtures	\$ 3,443.00		\$3,443.00	\$ -
25	28 Embassy Const PO Box 760 Hampshire, IL	847-683-7141 Dumpsters, port-a-pot	\$ 2,500.00	\$2,500.00		\$ -
	Total		\$ 329,247.00	\$ 263,246.10	\$66,000.90	\$ -

I agree to furnish waivers of lien for all materials under my contract when demanded.



Signed

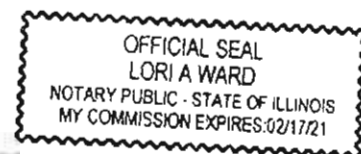
Embassy Construction, Inc.

PO Box 760 Hampshire, IL 60140

Subscribed and sworn to before me this 23rd day of Oct, 2018.

Lori A. Ward

Notary Public



AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

FOR: November 1, 2018 Village Board Meeting

RE: Bucket Truck Purchase

Background. The Village is interested in purchasing a truck with an aerial lift to add to the efficiencies of the Village's Publics Works Department. Trees limbs which were not reachable with a pole saw will now be accessible. Light pole banners and decorations will be able to be changed out without having to coordinate with the Village of Gilberts to borrow their bucket truck. Light fixtures and tall structures such as the salt bins will be easily reachable.

Analysis. Staff is recommending purchasing the 1999 International 4700 Low Pro Chassis with a Sauber Manufacturing-built lift owned by Tom O'Shea, O'Shea Electric, Inc., at a purchase price of \$14,000. This truck has been serviced and maintained regularly at Allen's Corner Garage and is annually safety tested. As of early February 2018 11,546 hours and 174,545 miles had been logged on the truck. Updated stats will be available at the board meeting.

Recommendation. Staff recommends authorization to purchase a 1999 International 4700 Low Pro Chassis with aerial lift from Tom O'Shea, O'Shea Electric, Inc., at a cost of \$14,000.00.

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

FOR: November 1, 2018 Village Board Meeting

RE: Azavar Payment

Background. In June 2006, the Village entered into an agreement with Azavar Audit Solutions to provide professional audit services to assure the Village was receiving all the municipal utility tax (MUT) payments it was entitled to. Azavar identified 6 addresses within the Village limits that were not properly being assessed MUT on their gas accounts by Nicor and approximately 250 addresses which were not properly being assessed MUT on their electric accounts by ComEd. Per the agreement Azavar had these addresses corrected with the applicable service providers at which time the Village began receiving the MUT. Azavar then estimated the monthly tax to be collected and billed the Village for half of that estimated amount collected. Once an address was corrected, Azavar would bill the Village for 60 months and from that point forward the Village would then retain 100% of the tax collected.

Analysis. Staff was concerned that the amount being realized in additional tax collected was not as great as the estimated tax and therefore the amount billed was more than it should have been. We went around and around with Azavar speaking to specific addresses, the classification of the address and the amount of the estimate. The Village provided final analysis of a proposed reduction in the amount billed on October 8. Following review by Azavar Vice President Scott Shamberg and their accounting department, it was agreed that the amount outstanding should be reduced from \$89,057.53 to \$26,761.77 a reduction of \$62,295.76. We further agreed that to pay the future billings on remaining addresses at this time totaling \$253.97.

While this settles our account at this time, the Village will not end its relationship with Azavar. Several years ago, the Village filed a lien against ComEd for back taxes owed. There is a court case currently ongoing between the City of Des Plaines and ComEd which is expected to be settled by the end of the year. This case will be the basis for Hampshire and other communities also settling the back taxes owed. Once this is done the Village can evaluate their relationship with Azavar.

Recommendation. Staff recommends payment to Azavar Audit Solutions in the amount of \$27,015.74.



CONFIDENTIAL AUDIT WORK PRODUCT

SUBJECT TO TAXPAYER CONFIDENTIALITY AGREEMENT(S)

DATE: May 23, 2018; Updated October 24, 2018

TO: Lori Lyons, Village of Hampshire

FROM: Scott Shamberg, Azavar Government Solutions

SUBJECT: Hampshire Billing Correction Report

Please find attached the billing correction report. The report was created to research questions the Village of Hampshire raised about the billing amounts for the corrected addresses. In particular, the Village brought forward questions about 17N590 Route 20, 290 Industrial Drive, and 300 Industrial Drive. The Village raised concerns that the Azavar billing exceeded the revenue gained by the city as a result of the corrections. This report includes Azavar's research into the above addresses and the proposed solution to the billing issue.

The updated dollar amount due to Azavar for the term of the contract is \$27,015.74 for all corrected prospective addresses per the Village's agreed upon calculations. Azavar is still working in conjunction with Cozen-O'Conner to pursue the back taxes owed by ComEd for Hampshire. Please remit to Azavar the final agreed upon amount for the prospective addresses to Azavar Audit Solutions Inc. at 55 E. Jackson Blvd Suite 2100, Chicago, IL 60077. This will satisfy all outstanding money owed by Hampshire to Azavar.

Please contact me directly at (312) 517-3721 with any questions.



Billing Correction Report

Azavar understands the position of the Village that the billing for the address corrections exceeds the actual tax recovery that the Village realized. Azavar researched the issues especially as it pertains to 290 Industrial Drive, 300 Industrial Drive, and 17N590 Route 20. The results of the research are below. The final Exhibit contains an updated invoice with the changes from the research incorporated. If the Village agrees to the new invoice, Azavar will apply the new invoice to the remaining months of billing.

Exhibit A

The communication below from the Village to Azavar explains that the Village understands the billing process, but has concerns that the billing exceeds the tax amounts collected by the Village. The address cited in the email that the Village believes is not fully occupied is 290 Industrial Drive.

From: Lori Lyons [mailto:lyons@hammshire.org]
Sent: Friday, July 18, 2014 11:32 AM
To: Andres Vertiz
Cc: Scott Shamberg
Subject: RE: Azavar Address Billing Validation

Andres,

I understand how this is all working but we are very concerned about the bill being collected by the Village. There were two commercial/industrial locations added to the list (July's invoice shows these are in their 22nd month). I understand that you bill based on the average collection based upon the property classification but what relief do we have if the building is only limitedly occupied and possibly not for an industrial purpose. We are concerned that your billing exceeds the amounts that we are collecting.

Please call me so that we can discuss this.

Thank you,
Lori Lyons

Lori A. Lyons

Finance Director
Village of Hampshire
234 S. State Street

This email from the Village explains their concerns with the current billing for the ComEd address corrections.



Exhibit B

The communication below from the Village to Azavar contains an attachment that lists the monthly utility tax revenues from ComEd (Excelon) to the Village from May 2011 to September 2014. The Village created this document to show their concern that the Azavar billing for the corrected addresses exceeded the amount of tax revenue the Village actually received.

From: Lori Lyons (mailto:lyons@hampshireil.org)
Sent: Tuesday, October 07, 2014 3:58 PM
To: Scott Shamberg
Subject: ComEd

Scott,

Attached is the analysis that the Village has completed for ComEd. We don't see the increase in MUT receipts that are reflected in your billing.

Please let me know your thoughts.

Lori

Lori A. Lyons
Finance Director
Village of Hampshire
234 S. State Street

Screenshots from the attachment are shown in the following Exhibit.



Exhibit C

Screenshots of the monthly ComEd (Excelon) utility tax revenue report created by Hampshire for Azavar for the full fiscal years provided in the report. The report lists the month, Azavar estimated recovery amount, contingency percentage, Azavar fee, Village portion, and actual total remittance from ComEd.

Village of Hampshire Utility Tax Payments shared with Azavar					
Month of payment to Azavar	Estimated Contingency	Contingency Percentage	Payment to Azavar	Net to Village	Excelon
May-11	391.82	50%	195.91	195.91	11,179.15
Jun-11	391.82	50%	195.91	195.91	9,399.67
Jul-11	391.82	50%	195.91	195.91	11,114.48
Aug-11	391.82	50%	195.91	195.91	13,019.14
Sep-11	391.82	50%	195.91	195.91	14,328.85
Oct-11	391.82	50%	195.91	195.91	12,192.09
Nov-11	391.82	50%	195.91	195.91	9,637.26
Dec-11	391.82	50%	195.91	195.91	9,938.63
Jan-12	391.82	50%	195.91	195.91	10,803.20
Feb-12	391.82	50%	195.91	195.91	13,264.66
Mar-12	391.82	50%	195.91	195.91	12,169.39
Apr-12	391.82	50%	195.91	195.91	10,980.58
Total FY12	4,701.84		2,350.92	2,350.92	138,027.10
				Average	11,502.26

FY 2012 portion of the
monthly ComEd utility
tax revenue report.



May-12	391.82	50%	195.91	195.91	10,069.61
Jun-12	391.82	50%	195.91	195.91	9,419.33
Jul-12	391.82	50%	195.91	195.91	11,314.42
Aug-12	391.82	50%	195.91	195.91	16,296.32
Sep-12	3,360.16	50%	1,680.08	1,680.08	15,364.87
Oct-12	3,360.16	50%	1,680.08	1,680.08	14,954.68
Nov-12	3,360.16	50%	1,680.08	1,680.08	10,801.10
Dec-12	3,430.31	50%	1,715.15	1,715.16	11,001.17
Jan-13	3,430.31	50%	1,715.15	1,715.16	11,917.18
Feb-13	3,430.31	50%	1,715.15	1,715.16	14,158.93
Mar-13	3,373.04	50%	1,686.52	1,686.52	13,120.63
Apr-13	3,373.04	50%	1,686.52	1,686.52	12,548.87
Total FY13	28,684.77		14,342.37	14,342.40	150,967.11
				Average	12,580.59

FY 2013 portion of the monthly ComEd utility tax revenue report.

May-13	3,373.04	50%	1,686.52	1,686.52	11,408.64
Jun-13	4,082.89	50%	2,041.44	2,041.45	9,808.98
Jul-13	3,804.01	50%	1,902.01	1,902.00	13,112.60
Aug-13	3,793.28	50%	1,896.64	1,896.64	13,403.72
Sep-13	3,793.28	50%	1,896.64	1,896.64	13,761.71
Oct-13	3,793.28	50%	1,896.64	1,896.64	15,396.97
Nov-13	3,782.56	50%	1,891.28	1,891.28	11,920.69
Dec-13	3,782.56	50%	1,891.28	1,891.28	11,236.48
Jan-14	3,872.56	50%	1,891.28	1,981.28	13,468.65
Feb-14	3,782.56	50%	1,891.28	1,891.28	15,580.60
Mar-14	3,782.56	50%	1,891.28	1,891.28	15,082.20
Apr-14	3,782.56	50%	1,891.28	1,891.28	13,465.68
Total FY14 YTD	45,425.14		13,211.17	13,211.17	157,646.92
				Average	13,137.24

FY 2014 portion of the monthly ComEd utility tax revenue report.



Exhibit D

The first table below lists the average monthly MUT revenues the Village received from ComEd for FY2012-FY2014 pulled from the Exhibit C document. The addresses on the invoice were corrected in May 2012, July 2012, and December 2012. These corrections all occurred after the end of FY2012, so FY2012 will serve as the control for determining the revenue increase from these corrections. FY2013 was the first year the corrections impacted revenue, but the corrections did not remit the whole fiscal year. FY2014 is the first year that all the corrections were remitting to the Village. The increase in average monthly revenue of \$1,634.99 from FY2012 to FY2014 can be attributed to the corrections remitting to the Village by Azavar.

The second table lists the total monthly Azavar estimated tax revenues for the corrected addresses that forms the basis of the invoice. This is the amount of tax revenue that Azavar calculated would be recovered by the Village on a monthly basis as a result of the corrections. The table also shows the calculated tax recovery without 300 Industrial because the address' revenue impact was deemed to be negligible – See Exhibit G . The third table compares the actual monthly revenue increase from FY2012-FY2014 (\$1,634.99) to the amount on the Azavar bill (\$2,213.04) with 300 Industrial removed. This comparison indicates that the Azavar bill overestimated the revenue increase by \$578.06 per month, which Azavar believes can be attributed to the reduced capacity at 290 Industrial brought to our attention by the Village.

Azavar proposes to decrease the revenue recovery amount on the bill for 290 Industrial Drive by 578.06 from \$1,473.85 to \$895.79. This would decrease the amount due by \$289.03 when the 50% contingency fee is applied.

Avg Month	
FY2012	\$ 11,502.26
FY2013	\$ 12,580.59
FY2014	\$ 13,137.24
FY2012-FY2014 Monthly Increase	\$ 1,634.99

Average monthly ComEd tax revenues for FY2012-FY2014

Azavar Avg Month	
Total	\$3,686.89
300 Industrial Removed	\$2,213.04

Average monthly ComEd revenue for corrected addresses on Azavar invoice

Avg Month	
Actual Increase	\$1,634.99
Applicable Azavar Increase	\$2,213.04
Difference	\$ 578.06

Comparison of actual ComEd monthly tax revenue increase and Azavar calculated monthly tax increase.



Exhibit E

Azavar researched the average retail price of kWh in Illinois from 2011 – 2013 to make sure that the increases in revenue seen from FY2012-FY2014 in the document provided by the village were not caused by increased electricity costs. The chart below uses data from the U.S Energy Information Administration State Electricity Profiles. The chart shows that the average electric cost (in cents/kWh) in Illinois actually decreased over the period in which the corrected addresses began remitting tax to the Village. The price of electricity decreased from 8.97 cents/kWh to 8.3 cents/kWh. The decrease indicates that the increase in monthly revenue from FY2012-FY2014 cannot be attributed to increased electric costs, but rather to the remittances from the corrected addresses.

Average Retail Price of Electricity in Illinois	
Year	Price
2011	8.97
2012	8.40
2013	8.30

Price of electricity is
shown as cents/kWh.



Exhibit F

The Village has also expressed concern about the inclusion of 17N590 Route 20 through email and phone conversations. Azavar reviewed the records from ComEd and conducted further research into the issue and proposes to remove the address from future billings, removing \$1.40 from the total of future invoices.

Azavar's records show that ComEd did correct the address to remit to the Village in July 2012. However, Azavar agrees with the Village that the address is not currently remitting tax to the Village. Additional research indicates that the property is no longer occupied. The current property tax records show that the address is bank owned and there is no indication that the company once located at the address has been in business in the last several years.

If Azavar receives information that the address has started remitting utility tax to the village, Azavar will begin billing for the address again.

Exhibit G


Azavar also investigated the impact of the correction of 300 Industrial to the remittances received by Hampshire from ComEd. Hampshire provided actual remittances from ComEd for the years prior to the correction of 300 Industrial (Feb 2008) and after. Azavar reviewed the remittances and did not see an appreciable increase from the year before the correction to the year after the correction. Initially, Azavar thought that ComEd may not have corrected the address like they reported, so Azavar reached out to ComEd to ask for an updated address list of all addresses remitting tax to Hampshire. Azavar wanted to use this list to confirm whether or not 300 Industrial was remitting to Hampshire. Before ComEd could provide the list Hampshire was able to provide a list from 2016 which showed 300 Industrial listed as remitting to Hampshire.

As a result, Azavar has removed the 300 Industrial line item from the invoice because Azavar could not find an increase in remittance revenue of the magnitude on the invoice when analyzing the actual remittances. The sample invoice below no longer lists 300 Industrial.



Exhibit H

Below is a screenshot of a sample invoice that the Village will receive from Azavar if the Village agrees to the changes outlined above. The changes indicated in the above exhibits have been incorporated into the sample invoice below. The line item for 17N590 Route 20 has been removed and the Recovery Amount for 290 Industrial Drive has been reduced by \$578.06. All other lines attributed to the corrected ComEd addresses remain the same. If the changes are agreed to by the Village, Azavar will work with the Village to determine how many payments have been made to this point and bill for the remainder using the new invoice amounts.

								Date: May 16, 2018 Client Code: VHP Azavar Billing Cycle: May-2018		
Date of Update	Client ID	Payer	Payment Number	Of Total Payments	Recovery Amount	Collection Period*	Contingency Percentage	Note	Payment Type	Due To Azavar
05/09/12	100 Channing St	ComEd	21	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
05/09/12	290 Industrial Dr (Multi Unit)	ComEd	21	60	\$ 895.79	December	50.00%	Forward Payment - Industrial (Multi U	Forward Payment	\$ 447.89
05/09/12	311 Century Dr	ComEd	21	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
05/09/12	312 White-Oak St	ComEd	21	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
05/09/12	503 Pralrievew PKwy	ComEd	21	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
05/09/12	1221 Pheasant Ct	ComEd	21	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
05/09/12	1261 Pheasant Ct	ComEd	21	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
05/09/12	45W100 Big-Timber Rd	ComEd	21	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
07/06/12	1311 Oakhill Ln	ComEd	19	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
07/06/12	17N584 Harmony Rd	ComEd	19	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/06/12	1950 Aaron Ct	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/06/12	1951 Aaron Ct	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/06/12	1960 Aaron Ct	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/06/12	1961 Aaron Ct	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/06/12	1970 Aaron Ct	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40



12/11/12	2613 Ross St	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/11/12	2620 Ross St	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/11/12	2621 Ross St	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/11/12	2622 Ross St	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/11/12	2623 Ross St	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/11/12	2630 Ross St	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/11/12	2631 Ross St	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/11/12	2632 Ross St	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/11/12	2633 Ross St	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/11/12	2640 Ross St	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/11/12	2641 Ross St	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/11/12	2642 Ross St	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/11/12	2643 Ross St	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/11/12	2651 Ross St	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/11/12	2653 Ross St	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/11/12	2661 Ross St	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40
12/11/12	2663 Ross St	ComEd	13	60	\$ 2.80	December	50.00%	Forward Payment - Residential	Forward Payment	\$ 1.40

Total Monthly Savings: \$ 1,632.19

Total Payment Due to Azavar: \$ 816.09

** Utilities normally have a 30-day collection and 30-day remittance period. For example a tax collected during the month of January would likely be remitted to a community at the end of February or at the beginning of March. In this example January would be the collection period and February would be the remittance period. Azavar attempts to bill for an update when the funds generated by that update is first received by a community. That is Azavar bills at the end of the remittance period for which a community receives funds from an update.*

Azavar Unpaid Invoice Analysis

12/1/2013	1,891.28
1/1/2014	1,891.28
2/1/2014	1,891.28
3/1/2014	1,891.28
4/1/2014	1,891.28
5/1/2014	1,891.28
6/1/2014	1,891.28
7/1/2014	1,891.28
8/1/2014	1,891.28
9/1/2014	1,874.17
10/1/2014	1,874.17
11/1/2014	1,161.29
12/1/2014	1,867.85
1/1/2015	1,867.85
2/1/2015	1,867.85
3/1/2015	1,867.85
4/1/2015	1,867.85
5/1/2015	1,867.85
6/1/2015	1,867.85
7/1/2015	1,876.52
8/1/2015	1,876.52
9/1/2015	1,876.52
10/1/2015	1,876.52
11/1/2015	1,876.52
12/1/2015	1,876.52
1/1/2016	1,876.52
2/1/2016	1,876.52
3/1/2016	1,876.52
4/1/2016	1,876.52
5/1/2016	1,876.52
6/1/2016	1,971.52
7/1/2016	1,878.01
8/1/2016	1,878.01
9/1/2016	1,878.01
10/1/2016	1,878.01
11/1/2016	1,878.01
12/1/2016	1,878.01
1/1/2017	1,878.01
2/1/2017	1,878.01
3/1/2017	1,878.01
4/1/2017	1,878.01
5/1/2017	1,878.01
6/1/2017	1,878.01
7/1/2017	1,878.01
8/1/2017	1,878.01
9/1/2017	1,878.01
10/1/2017	394.37
11/1/2017	394.37
12/1/2017	390.17
1/1/2018	390.17
2/1/2018	390.17
3/1/2018	390.17
4/1/2018	390.17

5/1/2018	390.17
6/1/2018	34.57
7/1/2018	34.57
8/1/2018	34.57
9/1/2018	<u>34.57</u>
	89,057.53

as of 09/01/2018
 future

89,057.53	
<u>253.97</u>	
89,311.50	

89,057.53	
(17,341.80)	290 Industrial
(738.76)	17N590 Route 20
<u>(44,215.20)</u>	300 Industrial
26,761.77	
<u>253.97</u>	Future
<u>27,015.74</u>	

290 Industrial	Original	Adjusted	Difference	
Recovery	1,473.85	895.79	578.06	
Billing	736.92	447.89	<u>289.03</u>	
			<u>60.00</u>	
			<u>17,341.80</u>	Invoice adjustment

17N590 Route 20	Original	Adjusted	Difference	
Recovery	1,477.52	-	1,477.52	@ 23 months
Adj Recovery	103.60	-	<u>103.60</u>	@37 months
			1,581.12	
Billing	790.56	-	790.56	@ 23 months
Adj Billing	51.80	-	<u>51.80</u>	@37 months
			842.36	
			<u>738.76</u>	Invoice Adjustment

300 Industrial	Original	Adjusted	Difference	
Recovery	1,473.85	-	1,473.85	
Billing	736.92	-	736.92	
			<u>60.00</u>	Invoice Adjustment
			<u>44,215.20</u>	

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board
FROM: Lori Lyons, Finance Director
FOR: November 1, 2018 Village Board Meeting
RE: Call One Renewal

Background. In 2008, the Village entered into an intergovernmental agreement with the Village of Gilberts for the purpose of negotiating telephone services for both municipalities. The original agreement has been extended several times and expired some months ago. This time we were on our own in reviewing the renewal.

Analysis. Staff was in contact with John Acton at Call One and Carl Harkey representing Wade Communications.

Essentially the Village has POTS (official telephone lingo meaning “plain old telephone service) -- analog telephone service at its various locations. Staff has identified 9 lines which are not in use and are no longer needed. Mr. Harkey doesn’t believe that the Village will find telephone services for less than the \$23.00 per line charge. Dropping the 9 lines will be a savings of approximately \$5,300 per year.

Please see that attached agreement and analysis provided by Mr. Harkey.

Recommendation. Staff recommends renewal of the telephone service contract for one year with Call One.



Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Hampshire
PO Box 457
Address 234 S State St
City Hampshire ST IL ZIP 60140

Please check box to determine term and discount

- 1 Year
 2 Year
 3 Year

Additional Charges: All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement. Waive carrier access fees. Prices subject to change.

Service/Additional Terms:
Renewal of existing services.

Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City, State	BTN
<u>100 N Klick</u>	<u>Hampshire, IL</u>	<u>847-683-1423</u>
<u>350 Mill Ave</u>	<u>Hampshire, IL</u>	<u>847-683-2064</u>
<u>234 S State St</u>	<u>Hampshire, IL</u>	<u>847-683-2181</u>
<u>215 Industrial Dr</u>	<u>Hampshire, IL</u>	<u>847-683-2341</u>
<u>234 S State St</u>	<u>Hampshire, IL</u>	<u>847-683-4915</u>
<u>183 Barn Owl Dr</u>	<u>Hampshire, IL</u>	<u>847-683-7408</u>
<u>234 S State St</u>	<u>Hampshire, IL</u>	<u>847-683-7545</u>

Authorized customer signature *Date* *CallOne authorized signature*

Print name *Title* *Print name* *Date*

Terms and Conditions

1. **Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"), effective as of the date the Services are installed or first provided (the "Effective Date"). This agreement shall renew, on the same terms and conditions, for successive one-year terms unless either party has given sixty (60) days prior written notice of termination of this Agreement. Upon expiration of the Term, the usage rates and monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term.
2. **Rates.** (a) Unless otherwise specified on Page 1 of this Agreement, Call One's prevailing month-to-month rates for lines, features, other monthly recurring charges and non-recurring charges (e.g., installation, service establishment and/or other non-recurring charges) will apply to the Services. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified in its monthly invoice or in the applicable state tariff, effective as stated therein. If Customer has elected a Term other than Month-to-Month, the usage rates and monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. (b) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. (c) Call One may, at its sole discretion, increase the rates for Band C, 1+ long distance or inbound 800/888 toll-free Services, if and to the extent the charge from the local exchange carrier to terminate the outbound calls or to originate the inbound calls exceeds twenty-five percent of the rate for that Service, and that Service will be provided on a month-to-month term.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment"), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If, as part of Call One's provision of Services, Customer terminates a Third Party Commitment(s), Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has agreed to terminate the Third Party Commitment(s) as provided above or the Third Party Commitment(s) has expired and Customer has entered a new agreement directly with Call One.
5. **Early Termination/Cancellation.** Early Termination/Cancellation. Customer shall be required to provide Call One a minimum of 30 days' notice in writing of any termination or cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the monthly recurring charges for the remainder of the Term. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Call One terminates Service(s) in whole or in part due to Customer's non-payment or default, customer will be deemed to have terminated the Service(s) and will be liable for all early termination charges. (c) If Customer Cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service.
6. **Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
7. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
8. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
9. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
10. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached and referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof.
11. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



October 22, 2018

Ms. Lori Lyons, Finance Director
Village of Hampshire
234 South State Street
Hampshire, Illinois 60140

Dear Ms. Lyons:

Thank you for this opportunity to present the results of our preliminary analysis of telecommunications services at the Village of Hampshire.

Scope The Village of Hampshire provided the following current bills:

- Call One
- Mediacom

Background The village has several physical locations. There is a total of 23 analog local lines (POTS lines) serving these locations. Call One provides this service under a contract which has expired. Mediacom provides internet access for Village Hall.

Village Hall is served by a Nortel Networks phone system. An automated attendant answers the main number, and there are 7 extensions that can be reached through the automated attendant. All phones at Village Hall are multi-line phones, two of which can be used for programming.

Findings and Conclusions The village currently pays \$23 per local line per month plus sub-location charges, feature charges, fees, surcharges, and taxes. This brings the total monthly charge per local line to \$45.14 per month. Usage charges of about \$56 per month are additional.

It seems unlikely that the village could obtain analog local lines at a lower monthly rate than \$23 per line. Further, the distribution of local lines across 6 physical locations makes it uneconomical to obtain local service via T-1, ISDN PRI, or other similar service.

Management has undertaken a project to reduce telecom costs by reducing the number of local lines. This seems like the best approach to reducing telecom costs.

Ms. Lori Lyons, Finance Director
October 22, 2018
Page 2

We found billing errors totaling more than \$300 per year. We found more than one error, but we may not recommend correction of all errors found. We expect that the Village of Hampshire could save about 300 per year, and, in addition, recover charges collected in error for several years.

Proposal Based on this preliminary analysis, we are proposing additional work. We will need to gather some additional information to complete our review and to develop recommendations.

Upon completion, we will provide:

- Identification of billing errors,
- Supporting documentation,
- Recommendations for correcting the errors, and
- Recommendations for obtaining a refund.

Our professional fee for this work will be \$195.

To authorize this work, simply sign below and return the signed agreement by e-mail. We will submit an invoice upon completion of our work.

Sincerely,

WADE COMMUNICATIONS CONSULTANTS, LTD.



Carl Harkey, President

Understood and accepted as to the foregoing terms and conditions dated this _____ day of _____, 2018.

Village of Hampshire

By _____

Title _____

VILLAGE OF HAMPSHIRE

Accounts Payable

November 1, 2018

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

Total: \$499,436.76

To be paid on or before
November 7, 2018

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

VILLAGE OF HAMPSHIRE

Accounts Payable

November 1, 2018

The President and Board of Trustees of the Village of Hampshire
Recommends the following **Employee: Mary Brandes, Mark Montgomery, and Ryan Edwardson**
Warrant in the amount of

Total: \$200.78

To be paid on or before
November 7, 2018

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

DATE: 10/30/18
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VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 12/31/2018

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

ALCO	ALLEN'S CORNER GARAGE & TOWING						
9227	10/06/18	01	1999 INTERNATIONAL	010030024110		11/06/18	150.00
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
ALGR	ALPHA GRAPHICS						
22737	06/19/18	01	ENVELOPES	010020024340		07/19/18	262.60
						INVOICE TOTAL:	262.60
						VENDOR TOTAL:	262.60
AT&T	AT&T						
OCT 2018	10/18/18	01	COMMUNICATION SERVICE	310010024230		11/16/18	462.95
						INVOICE TOTAL:	462.95
						VENDOR TOTAL:	462.95
BONN	BONNELL INDUSTRIES, INC.						
0182158-IN	10/16/18	01	LABOR COST	010030024120		11/16/18	570.00
						INVOICE TOTAL:	570.00
0182363-IN	10/26/18	01	PTO FOR 2010 INTERNATIONAL	010030024120		11/26/18	1,628.32
						INVOICE TOTAL:	1,628.32
						VENDOR TOTAL:	2,198.32
BPCI	BENEFIT PLANNING CONSULTANTS,						
BPCI00183531	10/12/18	01	MONTHLY FLEX AND COBRA	010010024380		11/05/18	115.00
						INVOICE TOTAL:	115.00
						VENDOR TOTAL:	115.00
BRMA	MARY BRANDES						
OCT 2018	10/30/18	01	MSI USER MEETING MILEAGE	010010024290		11/30/18	24.94
						INVOICE TOTAL:	24.94
						VENDOR TOTAL:	24.94

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VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/31/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
CAON CALL ONE							
OCT 2018	10/15/18	01	1126416	010010024230		11/15/18	293.18
		02	1126417	300010024230			89.67
		03	1126418	010030024230			89.67
		04	1126419	310010024230			311.95
		05	1126420	300010024230			89.67
		06	1126422	010020024230			225.95
						INVOICE TOTAL:	1,100.09
						VENDOR TOTAL:	1,100.09
CEFL CENTURION DIESEL AND MACHINE							
4034	10/24/18	01	WIRING REPAIR AND INSPECTION	010030024110		11/24/18	432.60
						INVOICE TOTAL:	432.60
4565	10/23/18	01	LUBE, OIL, SHOCKS, LIC LIGHT	010030024110		11/23/18	1,306.83
						INVOICE TOTAL:	1,306.83
						VENDOR TOTAL:	1,739.43
CHEX CHRISTENSEN EXCAVATING							
6483	10/11/18	01	STONE FOR MAIN BREAK	010030024130		11/11/18	237.50
						INVOICE TOTAL:	237.50
						VENDOR TOTAL:	237.50
CHPA CHAMPION PAVING CORP							
611647	10/12/18	01	OLD MILL - RESURFACE ST	100000013730		11/12/18	49,800.00
						INVOICE TOTAL:	49,800.00
611649	10/15/18	01	PATCH	010030034700		11/15/18	2,000.00
						INVOICE TOTAL:	2,000.00
						VENDOR TOTAL:	51,800.00
DIEN DIRECT ENERGY BUSINESS							

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VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/31/2018

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DIEN DIRECT ENERGY BUSINESS							
NOV 2018	10/12/18	01	1510796	300010024260		11/12/18	3,311.60
		02	1510797	310010024260			5,960.07
						INVOICE TOTAL:	9,271.67
						VENDOR TOTAL:	9,271.67
DOCO DORNER COMPANY							
145011-IN	10/12/18	01	REPAIR WELL 7	300010024120		11/12/18	1,500.00
						INVOICE TOTAL:	1,500.00
						VENDOR TOTAL:	1,500.00
ENCS ENTRE COMPUTER SOLUTIONS							
00115444	06/28/18	01	EVIDENCE COMPUTER SOFTWARE	010020054906		07/28/18	290.20
						INVOICE TOTAL:	290.20
OCT 2018A	10/22/18	01	PREPAID TECH SUPPORT HOURS	010000001800		10/22/18	8,500.00
						INVOICE TOTAL:	8,500.00
						VENDOR TOTAL:	8,790.20
ENFL ENGINEERED FLUID, INC.							
19864	10/08/18	01	DIETRICH RD PRV	340010024370		11/08/18	200.37
						INVOICE TOTAL:	200.37
						VENDOR TOTAL:	200.37
FISA FOX VALLEY FIRE & SAFETY							
IN00212072	10/16/18	01	QUARTERLY LEASE	300010024280		11/15/18	150.00
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
GALL GALLS LLC							
010901305	10/02/18	01	UNIFORM	010020034690		11/01/18	219.64
						INVOICE TOTAL:	219.64
						VENDOR TOTAL:	219.64

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VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 12/31/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
HAAUPA HAMPSHIRE AUTO PARTS							
503287	10/15/18	01	NO8 NUT	010030034670		11/15/18	5.96
						INVOICE TOTAL:	5.96
503321	10/15/18	01	HYDRAULIC HOSE	010030034670		11/15/18	67.90
						INVOICE TOTAL:	67.90
503513	10/17/18	01	SWEEPER	010030024120		11/17/18	3.99
						INVOICE TOTAL:	3.99
503516	10/17/18	01	SPREADER LIGHTS	010030034680		11/17/18	223.96
						INVOICE TOTAL:	223.96
503639	10/18/18	01	LOCATOR SUPPLIES	010030034680		11/18/18	5.67
						INVOICE TOTAL:	5.67
503992	10/22/18	01	HEADLIGHT BULB	010020024110		11/22/18	18.56
						INVOICE TOTAL:	18.56
504403	10/26/18	01	WIRING PLUGS INSULATORS	010030034680		11/26/18	9.75
						INVOICE TOTAL:	9.75
504555	10/29/18	01	SUPPLIES	310010034670		11/29/18	52.48
						INVOICE TOTAL:	52.48
504580	10/29/18	01	SUPPLIES	310010034670		11/29/18	31.57
						INVOICE TOTAL:	31.57
						VENDOR TOTAL:	419.84
HAIN HAWKINS INC							
4385377	10/23/18	01	WWTP POLYMER	310010034680		11/23/18	4,580.70
						INVOICE TOTAL:	4,580.70
						VENDOR TOTAL:	4,580.70
HDSUWA CORE & MAIN							

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VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/31/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
HDSUWA CORE & MAIN							
J655639	10/16/18	01	BACKFLOW CHK VALVES	300010054960		11/16/18	717.10
						INVOICE TOTAL:	717.10
J703778	10/25/18	01	MXU	300010054960		11/25/18	3,510.00
						INVOICE TOTAL:	3,510.00
						VENDOR TOTAL:	4,227.10
IEPAFISC IEPA							
OCT 2018	09/17/18	01	WASTE WATER PROJECT	310010044792		11/15/18	17,615.13
		02	WASTE WATER PROJECT	310010044793			111,934.81
						INVOICE TOTAL:	129,549.94
						VENDOR TOTAL:	129,549.94
IFODBA IPO/DBA CARDUNAL OFFICE SUPPLY							
606584-0	10/12/18	01	SUPPLIES	010010034650		11/12/18	80.23
						INVOICE TOTAL:	80.23
606708-0	10/17/18	01	SUPPLIES	010010034650		11/17/18	34.92
						INVOICE TOTAL:	34.92
						VENDOR TOTAL:	115.15
IPRF ILLINOIS PUBLIC RISK FUND							
50066	10/15/18	01	DEC'S WORKERS' COMP	010010024210		11/15/18	1,657.66
		02	DEC'S WORKERS' COMP	300010024210			1,657.67
		03	DEC'S WORKERS' COMP	310010024210			1,657.67
						INVOICE TOTAL:	4,973.00
						VENDOR TOTAL:	4,973.00
JETCO JETCO LTD							
OCT 2018A	10/22/18	01	ELM EWST EST 2	340010024370		10/22/18	153,544.50
						INVOICE TOTAL:	153,544.50
						VENDOR TOTAL:	153,544.50

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VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/31/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
KCFD KANE COUNTY TREASURER							
2018-00000020	10/24/18	01	RECOVERY BOND INTEREST	280010064700		12/01/18	2,787.84
		02	RECOVERY BOND PRINCIPAL	280010064701			60,775.96
						INVOICE TOTAL:	63,563.80
						VENDOR TOTAL:	63,563.80
MAMO MARK MONTGOMERY							
OCT 2018	10/15/18	01	UNIFORM REIMBURSEMENT	310010034690		11/15/18	156.59
						INVOICE TOTAL:	156.59
						VENDOR TOTAL:	156.59
MECO MEDIACOM							
NOV 2018	10/18/18	01	VH INTERNET	010010024230		11/06/18	66.90
						INVOICE TOTAL:	66.90
						VENDOR TOTAL:	66.90
MENA MENARDS - SYCAMORE							
93249	10/18/18	01	MAINTENANCE SUPPLIES	010030024100		11/18/18	231.15
						INVOICE TOTAL:	231.15
						VENDOR TOTAL:	231.15
METL METLIFE							
OCT 2018	10/30/18	01	ADM	010010014031		11/01/18	80.40
		02	PD	010020014031			1,131.25
		03	STREET	010030014031			462.97
		04	SEWER	310010014031			167.06
		05	WATER	300010014031			167.06
						INVOICE TOTAL:	2,008.74
						VENDOR TOTAL:	2,008.74
OFDE OFFICE DEPOT							

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VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/31/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
OFDE OFFICE DEPOT							
216884082001	10/12/18	01	SUPPLIES	010020034650		11/17/18	93.87
						INVOICE TOTAL:	93.87
216884912001	10/12/18	01	SUPPLIES	010020034650		11/17/18	6.87
						INVOICE TOTAL:	6.87
						VENDOR TOTAL:	100.74
OLDO OLD DOMINION BRUSH							
6377315	10/09/18	01	SWEEPER	010030024120		11/09/18	522.17
						INVOICE TOTAL:	522.17
						VENDOR TOTAL:	522.17
OSEL O'SHEA ELECTRIC INC							
9644	10/25/18	01	WARNER ST	010030024270		11/25/18	360.00
						INVOICE TOTAL:	360.00
9645	10/25/18	01	REPLACE & INSTALL LIGHT POLES	010030024270		11/25/18	805.00
						INVOICE TOTAL:	805.00
9646	10/25/18	01	WTR PLANT DISCONNECT	010030024100		11/25/18	340.00
						INVOICE TOTAL:	340.00
						VENDOR TOTAL:	1,505.00
PAPU PADDOCK PUBLICATIONS							
T4511375	10/20/18	01	TREASURY REPORT	010010024340		10/20/18	603.75
						INVOICE TOTAL:	603.75
						VENDOR TOTAL:	603.75
PIBO RESERVE ACCOUNT							
OCT 2018A	10/24/18	01	POSTAGE REFILL	010010024320		10/24/18	62.50

INVOICES DUE ON/BEFORE 12/31/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
PIBO RESERVE ACCOUNT							
OCT 2018A	10/24/18	02	POSTAGE REFILL	290010024320		10/24/18	62.50
		03	POSTAGE REFILL	300010024320			62.50
		04	POSTAGE REFILL	310010024320			62.50
						INVOICE TOTAL:	250.00
						VENDOR TOTAL:	250.00
PLRE PLANNING RESOURCES INC							
13138	10/05/18	01	METRIX	010000002109		11/05/18	237.50
		02	PET AG	010000002114			207.50
						INVOICE TOTAL:	445.00
						VENDOR TOTAL:	445.00
RAOH RAY O'HERRON CO, INC							
1854131-IN	10/15/18	01	UNIFORM	010020034690		11/15/18	159.98
						INVOICE TOTAL:	159.98
1856144-IN	10/25/18	01	UNIFORM	010020034690		11/25/18	377.97
						INVOICE TOTAL:	377.97
1856212-IN	10/25/18	01	UNIFORM	010020034690		11/25/18	228.33
						INVOICE TOTAL:	228.33
						VENDOR TOTAL:	766.28
RKQUSE RK QUALITY SERVICES							
11126	10/16/18	01	OIL CHANGE	010020024110		11/16/18	31.57
						INVOICE TOTAL:	31.57
11143	10/17/18	01	OIL CHANGE	010020024110		11/20/18	33.53
						INVOICE TOTAL:	33.53
11145	10/17/18	01	OIL CHANGE	010020024110		11/17/18	33.53
						INVOICE TOTAL:	33.53
						VENDOR TOTAL:	98.63

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VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/31/2018

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
RYED	RYAN EDWARDSON						
OCT 2018	10/22/18	01	REIMBURSE HEAD LIGHT BULB	010020024110		11/22/18	19.25
						INVOICE TOTAL:	19.25
						VENDOR TOTAL:	19.25
SEIG	SEIGLE'S CABINET CENTER						
OCT 2018	10/24/18	01	ST SHARING AGREEMENT	010010044785		11/24/18	37,741.87
						INVOICE TOTAL:	37,741.87
						VENDOR TOTAL:	37,741.87
STARK	STARK & SON TRENCHING, INC						
53783	10/08/18	01	REPAIR STORMSEWER	010030034700		11/08/18	4,939.40
						INVOICE TOTAL:	4,939.40
53784	10/08/18	01	TELEWISE STORM SEWER	010030024130		11/08/18	285.00
						INVOICE TOTAL:	285.00
53785	10/08/18	01	REPAIR/REPLACE WTRSERVICE LINE	300010024160		11/08/18	3,530.00
						INVOICE TOTAL:	3,530.00
						VENDOR TOTAL:	8,754.40
TEK	TEKLAB, INC						
220888	10/23/18	01	MONTHLY NPDES TESTING	310010024380		11/22/18	460.50
						INVOICE TOTAL:	460.50
						VENDOR TOTAL:	460.50
TRCOPR	TRAFFIC CONTROL & PROTECTION						
94269	10/19/18	01	VARIOUS STREET SIGNS	010030024130		11/19/18	652.15
						INVOICE TOTAL:	652.15
						VENDOR TOTAL:	652.15
TRUN	TREES UNLIMITED						

DATE: 10/30/18
 TIME: 11:50:07
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/31/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
TRUN TREES UNLIMITED							
7820	10/19/18	01	RESTORE LAWNS/WTRSER REPLMT	010030024130		11/19/18	2,950.00
						INVOICE TOTAL:	2,950.00
						VENDOR TOTAL:	2,950.00
VETO VETO ENTERPRISES, INC							
29796	10/11/18	01	COMPUTER STAND FOR RADIO READS	300010034670		11/11/18	1,211.76
						INVOICE TOTAL:	1,211.76
						VENDOR TOTAL:	1,211.76
VUMA VULCAN MATERIALS							
31812480	10/09/18	01	REPAIR STORM SEWER	010030024130		11/15/18	141.89
						INVOICE TOTAL:	141.89
31812481	10/09/18	01	WATER MAIN STONE	010030024130		11/15/18	668.55
						INVOICE TOTAL:	668.55
						VENDOR TOTAL:	810.44
VWPD VERIZON WIRELESS							
9816603001	10/15/18	01	PD CELLULAR SERVICE	010020024230		11/07/18	324.11
						INVOICE TOTAL:	324.11
						VENDOR TOTAL:	324.11
VWVH VERIZON WIRELESS							
9816603002	10/15/18	01	ADM	010010024230		11/07/18	56.04
		02	PD	010020024230			221.00
		03	STR	010030024230			280.20
		04	WTR	300010024230			102.07
		05	SWR	310010024230			102.06
						INVOICE TOTAL:	761.37
						VENDOR TOTAL:	761.37
						TOTAL ALL INVOICES:	499,637.54