



Village of Hampshire
Village Board Meeting
Thursday November 21, 2013 – 7:00 PM
Hampshire Village Hall – 234 S. State Street

AGENDA

- 1) Call to Order
- 2) Establish Quorum (Physical and Electronic)
- 3) Pledge of Allegiance
- 4) Citizen Comments
- 5) Approval of Minutes – November 7, 2013
- 6) Village President's Report
 - a) National Drunk and Drugged Driving (3D) Prevention Month December 2013
 - b) Klick St. ROW (north of ICE RR tracks).
 - c) Proposal to retain counsel for advice re collection of delinquent utility taxes.
 - d) Resolution Approving Settlement Agreement and Mutual Release of Claims re Tuscany Woods Development.
 - e) Resolution Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Village of Hampshire for the Maintenance of Brier Hill Road Bridge.
- 8) Village Board Committee Reports
 - a) Economic Development
 - b) Finance
 1. Accounts Payable
 - c) Planning/Zoning
 - d) Public Safety
 - e) Public Works
 - f) Village Services
 - g) Fields & Trails
- 9) New Business
- 10) Announcements
- 11) Executive Session: Probable, Pending or Imminent Litigation under Section 2(c) (11)
- 12) Any items to be reported and acted upon by the Village Board after returning to open session
- 13) Adjournment

VILLAGE OF HAMPSHIRE - BOARD OF TRUSTEES

Meeting Minutes – November 7, 2013

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

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

Absent: None

Staff & Consultants present: Village Administrator Doug Maxeiner, Village Attorney Mark Schuster and Village Engineer Julie Morrison.

A quorum was established.

Village President Magnussen led the Pledge of Allegiance.

Village President Magnussen at this time amended the agenda to include under executive session 2 C 5 Purchase/Lease of Public Property. Trustee Kraus moved,

(Trustee Whaley joined the board meeting at 7:03 p.m.)

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

Trustee Brust moved, to approve the minutes of October 17, 2013.

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

VILLAGE PRESIDENT REPORT

Village President Magnussen reported some businesses on Route 72 are complaining about the speed limit by the new street light. They feel traffic is going way to fast and are concerned. Engineering Enterprises is putting a letter to IDOT to reduce the speed from Prairieview Parkway to Warner on Route 72 to 35 mph.

VILLAGE ADMINISTRATOR

Consent Agenda

- Hardin Paving Services Request #1 in the amount of \$113,875.71 for the IL Rt. 72 at Romke Road Improvements Project
- Hardin Paving Services Request #1 in the amount of \$135,185.04 for the 2013 MFT Resurfacing Project on Warner Street
- Approval of the Regular Village Board Meeting Dates for 2014
- Approval of the 2014 Holiday Schedule for the Village

- o Renewal of the Clarke Environmental Mosquito Management's Contract for the 2014 Season in the amount of \$12,948.02
- o Resolution 13-13; Supporting the retrofit of Existing DOT-111 Rail Tank Cars that Transport Packing Groups I and II Hazmat before the pipelines and Hazardous Materials Safety Administration in Docket No. PHMSA-2012-0082 (HM-251).
- o Resolution 13-14; Designating Signatories for the Village of Hampshire Financial Accounts at Various Financial Institutions.

Trustee Brust moved, to approve the consent agenda as present.

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

Resolution determining the request of \$788,116 to be levied for the 2013 Tax Year through Real Estate Taxes for the Village of Hampshire, Kane County, Illinois.

Trustee Ebert moved, to approve Resolution 13-16; determining the request of \$788,116 to be levied for the 2013 Tax Year through Real Estate Taxes for the Village of Hampshire, Kane County, Illinois.

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

Ordinance establishing a social Media Use Policy for the Village of Hampshire.

Trustee Reid moved, to approve Ordinance 13-18; establishing a social Media Use Policy for the Village of Hampshire.

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

Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Village of Hampshire for the Maintenance of Brier Hill Road Bridge.

Discussion on the signs getting off the toll way- says Marengo sign should say Hampshire per Trustee Brust and Reid. Questions were raised about the agreement; IDOT Chief Engineer, defective before the 1st year is up who will fix it, how much asphalt will be put down. Once everyone is in agreement a Resolution will be drafted.

Discussion on Potential Lease to AT & T to locate Communications Equipment on the stem of the Elm Street Elevated Storage Tank.

They are willing to prepayment of the lease in the amount of \$150, 000 for seven years period to follow year to year renewals starting at \$2,000 per month in 2021. The monthly rent amount would increase 10% annually for each subsequent year starting with the second annual renewal. The staff would like to state instead of the seven years change to five years.

Village Administrator Maxeiner at this time thanked the Village Board, consultants and employees who made working in Hampshire so pleasant. It was very nice working and appreciated working in the Village of Hampshire.

At this time Village President Magnussen presented a plaque to our Village Administrator Doug Magnussen, thanked him for a wonderful job and the hard work he put in. Doug set the bar high for the next person who replaces him.

VILLAGE BOARD COMMITTEE REPORTS

a. Economic Development

Trustee Brust reported Economic Development meeting will be held on November 12, 2013 at 5:30 p.m. at the Hampshire Village Hall. Would like the Village employees fill out the survey and return it back to the Village Clerk before November 22.

b. Finance

Accounts Payables

Trustee Brust moved, to approve accounts payable in the amount of \$378,190.20 to be paid on or before November 13, 2013.

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

c. Planning/Zoning

Tuscany Woods the real estate taxes paid on Unit 2 but not Unit 1.

d. Public Safety

No report

e. Public Works

No report

f. Village Services

No report

g. Field & Trails

No report

Announcements

Trustee Reid reminded everyone is invited at HES for Veteran's Day November 11 for Thanksgiving Dinner which starts at 10:15 a.m. please contact the principle- Dr. Scarpino to let him.

Executive Session

Trustee Whaley moved, to adjourn to executive session to discuss Personnel- appointment, employment, compensation, discipline, performance or dismissal of a specific employee under Section 2 (c) 1 and Probable, Pending or Imminent Litigation under Section 2(c) (11), and 2(c) (5) Purchase/Lease of Public Property Open Meetings Act, at 8:06 p.m.

Seconded by Trustee Brust

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

The Village Board reconvened at 8:44 PM

Adjournment

Trustee Whaley moved, to adjourn the Village Board meeting at 8:45 p.m.

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

Linda Vasquez, Village Clerk

NATIONAL DRUNK AND DRUGGED DRIVING (3D) PREVENTION MONTH
DECEMBER 2013

WHEREAS, motor vehicle crashes killed 956 people in Illinois during 2012; and

WHEREAS, hundreds of those deaths involved a driver impaired by alcohol and/or
Drugs; and

WHEREAS, the December holiday season is traditionally one of the most deadly times
Of the year for impaired driving; and

WHEREAS, for thousands of families across the state and the nation, holidays are a
Time to remember loved ones lost; and

WHEREAS, organizations across the state and the nation are joined with the Drive
Sober or Get Pulled Over and other campaigns that foster public awareness of the
Dangers of impaired driving and anti-impaired driving law enforcement efforts; and

WHEREAS, the community of Village of Hampshire is proud to
Partner with the Illinois Department of Transportation's Division of Traffic Safety and
Other traffic safety groups in the effort to make our roads and streets and safer;

NOW, THEREFORE, I, Jeffery R. Magnussen – Village President of Hampshire do hereby
Proclaim December 2013 as Drunk and Drugged Driving (3D) Prevention Month in Hampshire,
Illinois and do hereby call upon all citizens, government, agencies, business leaders, hospitals
and health care providers, schools, and public and private institutions to promote awareness of
the impaired driving problem, to support programs and policies to reduce the incidence of
impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and
other drugs this December holiday season and throughout the year.

Jeffery Magnussen- Village President of Hampshire

Bazos, Freeman, Kramer, Schuster, Vanek & Kolb
Attorneys at Law
1250 Larkin Avenue, Elgin, Illinois 60123

MEMORANDUM

TO: Village President and Board of Trustees
FROM: Mark Schuster / Village Attorney
DATE: November 21, 2013
RE: Procedure / Klick Street

Background

Elburn Co-op has acquired certain property at 263 Mill Avenue in the Village. The property is bordered on its east side by an area designated on village maps as "Klick Street" between the RR tracks and Mill Avenue. The area is either i) a dedicated ROW; or ii) an area left open for use of the public as a street.

Question Presented

Whether the Village would agree to vacate the purported ROW and allow Elburn Co-op to acquire the property?

Discussion

The area in question is Klick Street, north of the tracks and south of Mill Avenue. The area constitutes about 0.21 acres.

The issue is whether the purported ROW is necessary for public purposes. If yes, it should be retained.

If no, then the question will be what is the proper procedure for vacating the ROW/selling the land.

- A. If the area is "dedicated right-of-way," then
1. An Ordinance is required to vacate a public right-of-way:
 - a. May provide that neighboring owners shall pay compensation in an amount which, in the judgment of the corporate authorities, shall be the FMV, or at least, for "benefits which will accrue to them by reason of that vacation."
 - b. May also reserve (to Village, to public utility) easement rights necessary or desirable for continuing public service, and maintenance, renewal and reconstruction of facilities.

- c. Should provide that it will become effective only when owners have paid amount required.
- d. Must be approved by 3/4 majority of trustees (5 votes, President does not vote).

2. Additional steps:

- a. Obtain MAI appraisal to determine FMV of “benefits” which will accrue to adjacent owners.
- b. The Village may convey the entire former street ROW to just one owner.
- c. EEI should be directed to prepare a Plat of Vacation for the purchaser(s), showing the land that would be added to their existing lot by vacating the ROW.
- d. Consider whether to hold a Public Hearing re proposal for vacation (with 15-day notice in newspaper) – even though not required. This is required only for streets that run outside of municipal boundaries, but the process could be utilized if Board desired to sample public opinion about vacating the ROW.
- e. Use form of Real Estate Sale Contract to establish other terms of conveyance, including payment of compensation to Village, and payment of costs related to transaction – title, survey, attorney’s fee, etc.

3. Action(s) Needed:

- a. Authorize EEI to prepare Plat of Vacation for the location to establish a legal description of the area to be vacated.
- b. Authorize hiring of an Appraiser to prepare an appraisal of fair market value or other beneficial value to adjacent owner(s).
- c. Enter into Real Estates Sales Contract with owner(s).
- d. Determine who shall acquire ROW - Elburn Co-Op alone, or two owners (on both sides of the ROW).
- e. Prepare and enact an Ordinance confirming vacation of right-of-way (with reservation of public utility easement(s) as needed).
- f. No public hearing is required.

- B. The area is not “dedicated right-of-way”:
1. Sale by bid
 - a. Advertise in newspaper for 3 consecutive weeks
 - b. Open bids at public meeting 30 days after date of first publication
 - c. Corporate Authorities may accept any bid (not necessarily the highest bid)
 2. Sale by Alternate Procedure
 - a. Obtain MAI Appraisal to set value
 - b. Resolution of Corporate Authorities setting process
 - Sale by staff / broker / public auction
 - Specify location / size / use / zoning and the terms of sale.
 - c. Publish resolution in newspaper one time
 - d. Accept any proposal -- but at not less than 80% of FMV
 - e. Approve by 2/3 of Corporate Authorities (5 votes)

Action(s) Needed

1. Confirm whether the area in questions is “dedicated right-of-way” or is merely area reserved for public use.
2. Establish the proper procedure for transferring title to area to purchaser(s) accordingly.
3. Order an MAI appraisal of the land to establish its value, for reference.

No. 13 -

**A RESOLUTION
APPROVING A CERTAIN SETTLEMENT AGREEMENT
AND MUTUAL RELEASE OF CLAIMS WITH REGARD
TO THE TUSCANY WOODS SUBDIVISION IN THE VILLAGE**

WHEREAS, in 2004, the Village entered into a certain Development Agreement, recorded in the Office of the Recorder of Kane County as Doc. No. 2004K156704, for development of approximately 400 acres of vacant land as the Tuscany Woods Subdivision in the Village (the "Subdivision"); and

WHEREAS, in 2006, in accordance with the terms and provisions of the Development Agreement, the Village established its Special Service Area #13, coterminous with the boundaries of the Subdivision; and

WHEREAS, in 2006, the Village also approved a Final Development Plan for a portion of the property, designated as "Unit 1" thereof, by Final Plat recorded in the Office of the Kane County Recorder as Doc. No. 2006K139816; and

WHEREAS, in 2007, by its Ordinance No. 07-24, the Village issued Special Service Area #13 Special Tax Bonds, Series 2007 (Tuscany Woods Project) in the par amount of \$12,000,000 for the purpose of financing in part the public improvements to be constructed for Special Service Area #13; said Bonds were to be repaid through the imposition of certain taxes (the "Special Taxes") on the property contained within the SSA; and

WHEREAS, the remainder of the Special Service Area constitutes all that land lying outside of Unit 1 but within the boundaries of the Tuscany Woods Subdivision as it is described in that certain Preliminary Plat approved by the Village by Resolution No. 04-12; and

WHEREAS, thereafter, certain public improvements were constructed in the SSA in accordance with the Development Agreement and the final engineering plans approved with the Plat; and

WHEREAS, in 2008, work on the Subdivision ceased, and certain of the public improvements remained incomplete and in need of completion and final approval; certain of the residential buildings in Unit 1 remained incomplete and in need of completion and final occupancy; and certain funds remained on deposit in Special Service Area #13; and

WHEREAS, thereafter, Park National Bank, as the holder of certain mortgages encumbering Unit 1 and Unit 2 in the Subdivision, filed suits for foreclosure in the Circuit Court of Kane County, to wit: Park National Bank v. Tuscany Woods Homes, LLC, 08 CH K 2488; and Park National Bank v. PHI-Hampshire, 08 CH K 3510; and

WHEREAS, in 2009, U.S. Bank succeeded to the interests of Park National Bank with respect to said lawsuits; and

WHEREAS, certain of the ad valorem real estate taxes and of the Special Taxes due in relation to the tax parcels in said Subdivision have become delinquent; and

WHEREAS, the Village has filed and there is pending in the Circuit Court of Kane County an action for foreclosure of the lien of the Unit 2 Delinquent Taxes under the designation Village of Hampshire v. PHI-Hampshire, Inc. et al, Case No. 11 CH 0863; and

WHEREAS, the Corporate Authorities desire to resolve the various issues and the lawsuits which have arisen in regard to the Tuscany Woods Subdivision and Special Service Area #13; and

WHEREAS, the Parties have engaged in discussions for settlement of such issues, and desire to settle, adjust, and compromise all claims and defenses which each may have in relation to the matters described herein, and have proposed a Settlement Agreement and Mutual Release of Claims (the "Settlement Agreement") in regard thereto.

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 of Hampshire shall enter into a certain Settlement Agreement and Mutual Release of Claims with regard to the Tuscany Woods Subdivision in the Village, which Settlement Agreement is attached hereto and incorporated herein by this reference as Exhibit "A."

Section 2. The Village President shall be and hereby is authorized to execute and deliver, and the Village Clerk to attest, the Settlement Agreement on behalf of the Village upon receipt of same executed by all the other parties to the Settlement Agreement.

Section 3. The Village Clerk shall be and is authorized to deliver a certified copy or copies of this Resolution to other parties or entities in accordance with the terms and provisions of the Settlement Agreement.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 21st day of November, 2013.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this 21st day of November, 2013.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

**SETTLEMENT AGREEMENT AND
MUTUAL RELEASE OF CLAIMS**

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS (hereinafter "Agreement"), is made this ____ day of October, 2013, by and among the following (collectively, the "Parties", and individually a "Party"):

- Village of Hampshire, an Illinois Municipal Corporation, 234 South State Street, Hampshire, IL 60140 (the "Village");
- PHI-Hampshire, Inc., an Illinois Corporation, 535 Plainfield Road #B, Willowbrook, IL ("PHI");
- HPI-Hampshire, LLC, an Illinois Limited Liability Company, 535 Plainfield Road #B, Willowbrook, IL 60527;
- U.S. Bank National Association, successor in interest to the FDIC as receiver for Park National Bank, 800 Nicollet Mall, Minneapolis, Minnesota ("U.S. Bank");
- Tuscany Woods Holdings, Inc., an Illinois Corporation, c/o Claudia Marciniak, Vice-President, 28 West Madison Street, Oak Park, IL 60302 ("TWHI");
- Amalgamated Bank of Chicago, as Trustee for the Village of Hampshire under the Indenture, c/o Ann Longino, Vice-President, One West Monroe Street, Chicago, IL 60603 ("Trustee"); and
- American High-Income Municipal Bond Fund, American Century Municipal Trust – High Yield Municipal Fund, The Hartford Municipal Opportunities Fund and The Hartford Municipal Real Return Fund (collectively, the "Bondholders").

PHI and TWHI are sometimes referred to herein collectively as the "Landowners" and individually, as a "Landowner." HPI was the entity involved in the initial real estate and financing transactions and is PHI's predecessor-in-interest. The Bondholders are parties to this Agreement solely for the purposes of Paragraphs 8, 9, 10, 11, 12 and 27.

RECITALS

A. In 2004, the Village entered into a certain Development Agreement, recorded in the Office of the Recorder of Kane County as Doc. No. 2004K156704, on December 7, 2004 (the "Development Agreement"), for development of approximately 400 acres of vacant land as the Tuscany Woods Subdivision in the Village (the "Subdivision").

B. In 2006, in accordance with the terms and provisions of the Development Agreement, the Village established its Special Service Area #13 (the "SSA"), coterminous with the boundaries of the Subdivision.

C. In 2007, by its Ordinance No. 07-24 (the "Bond Ordinance"), the Village issued the Special Service Area #13 Special Tax Bonds, Series 2007 (Tuscany Woods Project) in the original par amount of \$12,000,000 (the "Bonds") for the purpose of financing in part the public improvements to be constructed for the SSA. The Bonds were to be repaid through the imposition of additional taxes (the "Special Taxes") on the property contained within the SSA.

D. In 2006, the Village approved a Final Development Plan for a portion of the SSA, designated as "Unit 1" thereof, by Final Plat (the "Plat") recorded in the Office of the Kane County Recorder as Doc. No. 2006K139816 on December 27, 2006 ("Unit 1").

E. The remainder of the SSA constitutes all that land lying outside of Unit 1 but within the boundaries of the Tuscany Woods Subdivision as it is described in that certain Preliminary Plat approved by the Village by Resolution No. 04-12, enacted on September 2, 2004 ("Unit 2").

F. Thereafter, certain public improvements were constructed in the SSA in accordance with the Development Agreement and the final engineering plans approved with the Plat.

G. In accordance with the Development Agreement and the Bond Ordinance and related documents, including a Trust Indenture dated March 1, 2007 (the "Indenture") between the Village and the Trustee, certain of the net bond proceeds were released and paid out to the Developer (as defined in the Indenture) to reimburse the costs of public improvements constructed to date.

H. In 2008, work on the Subdivision ceased, and certain of the public improvements remained incomplete and in need of completion and final approval; certain of the residential buildings in Unit 1 remained incomplete and in need of completion and final occupancy; and certain funds remained on deposit with the Trustee as specified in Recital R below.

I. Thereafter, Park National Bank, as lender to the then owners of Unit 1 and Unit 2, and as the holder of certain mortgages encumbering Unit 1 and Unit 2, respectively, filed two suits for foreclosure in the Circuit Court of Kane County in relation thereto, to wit:

Park National Bank v. Tuscany Woods Homes, LLC, 08 CH K 2488; and

Park National Bank v. PHI-Hampshire, 08 CH K 3510.

Said lawsuits are sometimes referred to herein collectively as the "Lawsuits."

J. In 2009, U.S. Bank succeeded to the interests of Park National Bank with respect to the Lawsuits as a result of U.S. Bank's execution of a Purchase and Assumption Agreement with the FDIC as Receiver for Park National Bank.

K. The Park National Bank v. Tuscany Woods Homes, LLC lawsuit has resulted in entry of an order of foreclosure and sale as of May 7, 2009; the property described in said suit was sold in a judicial sale as a result of such order; following such judicial sale, TWHI is currently the Landowner of so much of Unit 1 as has not yet been sold or conveyed to any third party.

L. On various lots in Unit 1, dwelling units were constructed and have been conveyed to third party purchasers, which lots are outside the scope of this Agreement.

M. The Park National Bank v. PHI Hampshire suit remains pending, in the pre-judgment stages. PHI has filed a counter-claim against U.S. Bank in that action; U.S. Bank and the Village have entered into a Tolling Agreement in regard to any cross-claim or other action which U.S. Bank may file against the Village; and PHI remains the Landowner of Unit 2.

N. The ad valorem and Special Taxes due for Unit 2 for tax years 2009, 2010, and 2011 are delinquent (the "Unit 2 Delinquent Taxes"); and the taxes for 2009 were sold at tax sale held on October 25, 2010, and were then purchased by the Kane Trustee (acting on behalf of Kane County), and a Certificate of Purchase was issued to Joseph E. Meyer and Co, as Trustee for Kane County, as a result of said sale. The Unit 2 Delinquent Taxes, together with applicable interest and penalties, remain outstanding and unpaid.

O. Unit 1 includes 175 platted lots, to which one hundred sixty three (163) Permanent Index Numbers (PINs") have been assigned, and are associated with the various lots located therein, and the ad valorem and Special Taxes due in respect thereof. Of the total PINs, the "Unit 1 Vacant Lots" correspond to one hundred forty-two (142) PINs for which said taxes are delinquent (the "Unit 1 Delinquent Taxes"). The "Unit 1 Improved Lots" correspond to twenty-one (21) PINs for which said taxes have been paid current ("Paid PINs"). The Unit 1 Delinquent Taxes were sold at various tax sales held on October 25, 2010, October 24, 2011, and October 29, 2012. Certificates of Tax Sale have been issued to some third party tax buyers and to Joseph E. Meyer, acting as the Kane Trustee (acting on behalf of Kane County) in respect to the Unit 1 Vacant Lots and the Unit 1 Delinquent Taxes pertaining thereto. The Unit 1

Delinquent Taxes have not been redeemed, and various amounts of such taxes, together with applicable interest and penalties, remain outstanding and unpaid.

P. The Village has filed and there remains pending in the Circuit Court of Kane County an action for foreclosure of the lien of the Unit 2 Delinquent Taxes under the designation Village of Hampshire v. PHI-Hampshire, Inc. et al, Case No. 11 CH 0863 (the "Tax Foreclosure Case").

Q. The Village, on behalf of itself, the Unit 2 Land Owner and the Trustee, has reached a settlement in principle with Kane County to resolve the claim of Kane County respecting the interest and penalties that Kane County alleges are due and owing in respect to the Unit 2 Delinquent Taxes; and said settlement is conditioned upon settlement among the various Parties of the outstanding issues between and among them.

R. There remains on deposit with the Trustee in the "Improvement Fund" established under the Indenture an amount equal to approximately \$1,240,000 from the original net bond proceeds, which funds are subject to an order of the Circuit Court of Kane County, entered in Case No. 08 CH 2488, on September 8, 2008 affecting the parties to that action (the "Improvement Funds").

S. The Trustee has delivered to the Village a Notice of Events of Default dated December 6, 2011; and a second Notice of Events of Default, dated March 1, 2012.

T. The Trustee has been directed to execute this Agreement by the Bondholders.

U. The Parties desire to settle, adjust, and compromise all claims and defenses which they may have that might in any way relate to any of the matters described herein, to the extent and as provided herein.

V. The Parties further desire to utilize Chicago Title and Trust Company as escrow agent (the "Escrow Agent") for purposes of (i) collecting the various documents to be executed and delivered pursuant to the Agreement and then delivering such documents, and (ii) collecting and paying out the funds described herein, all in accordance with the Escrow Instructions, which are attached hereto and incorporated herein as Exhibit "D" (the "Escrow Instructions").

W. Nothing herein shall be construed as an admission by any Party of any liability of any kind to any other Party.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Recitals. Recitals A through U are incorporated as part of this Agreement.

2. Payment to Bondholders/Redemption of Bonds. PHI shall deposit with the Escrow Agent for disbursement to the Trustee on the Closing Date (as defined in Paragraph 25) an amount equal to \$1,950,000.00, which sum shall be and is to be used by the Trustee, along with certain amounts remaining in the Improvement Fund after the transfer of the amounts described in Paragraph 3 to US Bank, and in Paragraph 19 to the Village, at the written request of the Village (such request to be deposited by the Village with the Escrow Agent on or before the Closing Date), and subject to any unpaid fees and expenses of the Trustee for the redemption and cancellation of \$5,900,000 of par amount (the "Redeemed Bonds") of the outstanding Bonds (the "Redemption"), such redemption to be performed under procedures reasonably acceptable to the Village and Trustee.

It is understood and agreed that as part of the Redemption:

- (i) the Village will amend the Bond Ordinance so as to terminate the imposition of Special Taxes respecting Unit 2; and
- (ii) the Trustee will release the lien under the Indenture for the Special Taxes respecting Unit 2 and both the Village and the Trustee will waive and relinquish any claim to the collection of Special Taxes due from Unit 2, whether such Special Taxes were due before or after the date the Redemption is concluded; and
- (iii) the Village and the Trustee shall enter into such amendment or supplement to the Indenture as may reasonably be necessary to accomplish the Redemption; and
- (iv) the Parties will consent to and/or refrain from objection to any action filed in the Circuit Court of Kane County pursuant to Paragraph 4 below for disconnection of Unit 2 from the SSA.

The Parties agree to cooperate with each other to timely sign and deliver such documents as are reasonably necessary to conclude the Redemption of the Redeemed Bonds. The Redemption is provided for in the Escrow Instructions and shall be concluded promptly after the Closing Date. No notices or other documents related to the Redemption shall be delivered or filed until after the Closing Date.

Disbursement of the \$1,950,000 deposited by PHI shall be conditioned upon the following:

- (a) Unit 2 being disconnected from the SSA;
- (b) All encumbrances against Unit 2 in favor of U.S. Bank being removed and all obligations secured by such encumbrances being discharged;
- (c) All ad valorem and Special Taxes for Unit 2 for the years 2011 and prior, including, but not limited to, all penalties and interest being satisfied and/or waived by applicable governmental bodies including but not limited to the County of Kane; and
- (d) Issuance by Chicago Title Insurance Company of a commitment to PHI (at its sole expense) for title insurance on Unit 2 evidencing the satisfaction of the aforesaid sub-paragraphs 2(a), 2(b), and 2(c) hereof.

The conditions contained in this Paragraph 2 are included in the Escrow Instructions.

3. Release of Funds in Escrow Account held by the Trustee. The Parties agree that \$558,187.04 (i.e., \$650,000.00 less \$83,333.33, the amount of US Bank's share of the amount due under the County Settlement Agreement pursuant to Paragraph 6(d) hereof, and less \$8,479.63, representing US Bank's share of certain fees of Village counsel) of the Improvement Funds currently held by the Trustee shall, as soon as reasonably practicable after execution of this Agreement by all Parties, be deposited with the Escrow Agent. On the Closing Date, the Escrow Agent shall then disburse such amount to U.S. Bank. The balance of the funds held by the Trustee in the Improvement Fund shall remain therein to be applied to the Redemption and otherwise as is provided in the Indenture.

An appropriate court order (the "Disbursement Order"), in substantially the form as set forth in Exhibit "A" attached hereto and incorporated herein by this reference, providing for release and disbursement of the Improvement Funds in accordance with the terms of this Agreement, shall be entered by agreement of the relevant Parties in the case of Park National Bank v. PHI, No. 08 CH 2488 in the Circuit Court of Kane County, as soon as reasonably practicable after execution of this Agreement by all Parties and such Disbursement Order shall be deposited with the Escrow Agent. No Party will object to such Disbursement Order, and each Party shall consent or otherwise cooperate, including the execution and delivery of additional documents, as reasonably necessary in order to have the Disbursement Order entered by the Court.

Upon the entry of the dismissal order of Park National Bank v. PHI, No. 08 CH 2488 pursuant to Paragraph 13 hereof the mortgage that is the subject of the Park National v. PHI case shall be released and the indebtedness evidenced by the note secured thereby shall be deemed discharged.

4. Disconnection of Unit 2 Area from Special Service Area #13. The Village shall promptly after execution of this Agreement by all Parties file in the Circuit Court of Kane County, and thereafter diligently pursue to conclusion, a Petition to Disconnect the Unit 2 area from Special Service Area #13, in accordance with 35 ILCS 5/200/21-35 (the "Disconnection"); and substantially in the form of Exhibit "B," attached hereto and incorporated herein by this reference.

5. Amendment(s) to Development Agreement. The Landowners and the Village acknowledge and agree that it is their intention to provide for the future development of Unit 1 and of Unit 2 separately and individually. To that end, the Village, TWHI and PHI shall each use good-faith efforts to enter into separate amendments to the Development Agreement for Unit 1 and Unit 2, respectively (the "Development Agreement Amendments"), which Development Agreement Amendments shall, among other things, bifurcate the Development Agreement into two (2) separate agreements pertaining to Unit 1 and Unit 2, respectively.

The Development Agreement Amendments shall address, without limitation, the matters previously discussed and negotiated by the Village and the Landowners, as generally described in a letter addressed to Mr. Harold W. Francke and Mr. Lawrence M. Freedman from Mark Schuster, dated October 19, 2012. The execution and delivery of the Development Agreement Amendments, and the Village's obtaining of all required approvals, are conditions precedent to the obligations of the Parties on the Closing Dates.

6. Delinquent Ad Valorem and Special Taxes for Unit 2. This Agreement and the obligations and promises of the Parties as set forth herein are expressly conditioned upon PHI, the Village and the Trustee obtaining a resolution of the pending Tax Foreclosure Case and the claim of Kane County to the property comprising Unit 2 on terms and conditions satisfactory to them (the "County Claim").

- a. The Parties acknowledge and agree that a settlement in principle has been reached with Kane County. Pursuant to that settlement, Kane County has agreed to accept the sum of \$250,000 in final settlement of the County Claim.

- b. The Village and PHI shall prior to the Closing Date enter into a settlement agreement with the County as they shall determine reasonably necessary and advisable to document the resolution of the County Claim and settlement of the matter, including entry of an Order of Dismissal of the Tax Foreclosure Case, in accordance with Paragraph 13 below (the "County Settlement Agreement"), the terms of which shall be reasonably acceptable to the Parties. The Village shall deposit with the Escrow Agent a copy of the fully executed County Settlement Agreement prior to the Closing Date.
- c. The Parties shall cooperate with the Village as reasonably necessary to accomplish the settlement and dismissal of the County Claim, including executing a Stipulation to Dismiss the Tax Foreclosure Case.
- d. The \$250,000 to be paid to the County under the County Settlement Agreement shall be borne in equal shares of \$83,333.34 each by U.S. Bank, the Trustee and PHI, in such manner as is provided in the Escrow Instructions. U.S. Bank's portion of this payment shall be funded by a disbursement from the Improvement Fund, which amount shall be deducted from the gross payment of \$650,000 to be made to U.S. Bank as described in Paragraph 3 herein.

7. Ownership. It is acknowledged and agreed by and among the Parties that at the conclusion of the matters contemplated by this Agreement, the Landowner for Unit 1 (other than those lots previously sold or conveyed to third-parties) will be TWHI, and the Landowner for Unit 2 will be PHI. Nothing in this Agreement shall, in any way, alter or release any tax obligations, including but not limited to any obligations for Special Taxes, of TWHI concerning Unit 1.

8. Release by the Trustee. In consideration of the promises and covenants herein contained, and except with respect to the specific obligations created under the terms of this Agreement, effective upon the conclusion of the matters set forth in Paragraph 25 below regarding the Closing Date, the Trustee releases, exonerates, and forever discharges the Village, PHI, HPI, TWHI and U.S. Bank, and each of them, together with their respective officers, directors, employees, servants, representatives, agents, attorneys, members, shareholders, subsidiaries, successors and assigns, from any and all claims, debts, liabilities, obligations, damages, actions and causes of action of whatever nature, whether now known or unknown, suspected or unsuspected, arising out of, or related to, the Improvement Fund, the Lawsuits,

the Tax Foreclosure Case, Unit 2, any Special Taxes incurred respecting Unit 2 at any time whether before or after the Closing Date, the Development Agreement, the Bonds, the Indenture, the Redeemed Bonds, the Redemption, and/or the Disconnection, excepting however, any matter which may arise out of or relate to (i) the Bonds outstanding after the Redemption, (ii) the Indenture, and (iii) the Development Agreement Amendments, in each case which arise after the Closing Date.

Provided, however, nothing in this Paragraph 8 shall be construed as releasing, exonerating or discharging TWHI or U.S. Bank, or their respective successors, representatives, transferees, assignees or successors in interest as to any tax parcel heretofore, currently or hereafter created or existing in Unit 1 or any part thereof as to which it or they is/are landowner from the obligation to pay the Special Taxes in relation to the Bonds or any portion of the Bonds, due, past due, or to become due for any such tax parcel.

9. Release by PHI and HPI. In consideration of the promises and covenants herein contained, and except with respect to the specific obligations created under the terms of this Agreement, effective upon conclusion of the matters set forth in Paragraph 25 below regarding the Closing Date, PHI and HPI, and each of them, shall and hereby does release, exonerate, and forever discharge the Village, TWHI, U.S. Bank, Park National Bank, the Federal Deposit Insurance Corporation, the Trustee, the Bondholders, and each of them, together with their respective officers, directors, employees, servants, representatives, agents, attorneys, members, shareholders, subsidiaries, successors and assigns, from any and all claims, debts, liabilities, obligations, damages, actions and causes of action of whatever nature, whether now known or unknown, suspected or unsuspected, arising out of or related to the Improvement Fund, the Lawsuits, the Tax Foreclosure Case, Unit 1, Unit 2, any Special Taxes incurred respecting Unit 2 at any time whether before or after the Closing Date, the Development Agreement, the Bonds, the Indenture, the Redeemed Bonds, the Redemption, and/or the Disconnection..

10. Release by TWHI and U.S. Bank. In consideration of the promises and covenants herein contained, and except with respect to the specific obligations created under the terms of this Agreement, effective upon the conclusion of the matters set forth in Paragraph 25 below regarding the Closing Date, including U.S. Bank's receipt of \$650,000 (minus deductions therefrom, as set forth herein in Paragraph 3), TWHI and U.S. Bank, and each of them, shall and hereby does release, exonerate, and forever discharge the Village, PHI, HPI, the Trustee,

the Bondholders, and each of them, together with their respective officers, directors, employees, servants, representatives, agents, attorneys, members, shareholders, subsidiaries, successors and assigns, from any and all claims, debts, liabilities, obligations, damages, actions and causes of action of whatever nature, whether now known or unknown, suspected or unsuspected, arising out of or related to the Improvement Fund, the Lawsuits, the Tax Foreclosure Case, Unit 2, any Special Taxes incurred respecting Unit 2 at any time whether before or after the Closing Date, the Development Agreement, the Bonds, the Indenture, the Redeemed Bonds, the Redemption, and/or the Disconnection, excepting however: (A) as to the Trustee, the Bondholders and the Village only, any matter which may arise out of or relate to (i) the Bonds remaining after the Redemption, (ii) the Indenture, and (iii) the Development Agreement Amendments, in each case which arise after the Closing Date and (B) as to PHI and HPI only, any matter which may arise out of or relate to the Environmental Indemnity Agreement dated November 29, 2004.

Notwithstanding any provision of Paragraph 10 of this Agreement, U.S. Bank does not in any way release or discharge any Party to this Agreement, and no Party to this Agreement in any way releases U.S. Bank, from any claim, cause of action, duty, or obligation, of any type whatsoever (including, but not limited to, all suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, execution claims, and demands of any kind whatsoever, in law, admiralty, or equity, whether accrued or not and whether known or unknown), which is unrelated to the Improvement Fund, the Lawsuits, the Tax Foreclosure Case, Unit 2, any Special Taxes incurred respecting Unit 2 at any time whether before or after the Closing Date, the Development Agreement (including the Development Agreement Amendments), the Bonds, the Indenture, the Redeemed Bonds and/or the Redemption, or the Disconnection and relates solely to or arises in connection with any checking account, savings account, deposit account, trust account, investment account, credit card account, guaranty, or mortgage any Party has at or with U.S. Bank (or any of U.S. Bank's affiliates, parents, subsidiaries, predecessors, successors, and assigns), or any other banking, investment, credit, financing, or other relationship or arrangement between such Party and U.S. Bank (or any of U.S. Bank's affiliates, parents, subsidiaries, predecessors, successors, and assigns).

11. Release by the Village. In consideration of the promises and covenants herein contained, and except with respect to the specific obligations created under the terms of this Agreement, and the original Development Agreement as it may be amended by agreement of the respective parties as described in Paragraph 5 above, effective upon the conclusion of the matters set forth in Paragraph 25 below regarding the Closing Date, the Village shall and hereby does release, exonerate, and forever discharge PHI, HPI, TWHI, U.S. Bank, Park National Bank, Federal Deposit Insurance Corporation, the Trustee, the Bondholders, and each of them, together with their respective officers, directors, employees, servants, representatives, agents, attorneys, members, shareholders, subsidiaries, successors and assigns, from any and all claims, debts, liabilities, obligations, damages, actions and causes of action of whatever nature, whether now known or unknown, suspected or unsuspected, arising out of or related to the Improvement Fund, the Lawsuits, the Tax Foreclosure Case, Unit 2, any Special Taxes incurred respecting Unit 2 at any time whether before or after the Closing Date, the Development Agreement, the Bonds, the Indenture, the Redeemed Bonds, the Redemption, any Letters of Credit issued by Park National Bank in connection with the Subdivision, and/or the Disconnection, excepting however, as to the Trustee, the Bondholders, TWHI and/or U.S. Bank only, any matter which may arise out of or relate to (i) the Bonds remaining after the Redemption, (ii) the Indenture, and (iii) the Development Agreement Amendments, in each case which arise after the Closing Date.

Provided, however, nothing in this Paragraph 11 shall be construed as releasing, exonerating or discharging TWHI or U.S. Bank, or their respective successors, representatives, transferees, assignees or successors in interest as to any tax parcel heretofore, currently or hereafter created or existing in Unit 1 or any part thereof as to which it or they is/are landowner from the obligation to pay the Special Taxes in relation to the Bonds or any portion of the Bonds, due, past due, or to become due for any such tax parcel.

12. Release by the Bondholders. In consideration of the promises and covenants herein contained, and except with respect to the specific obligations created under the terms of this Agreement, effective upon the conclusion of the matters set forth in Paragraph 25 below regarding the Closing Date, the Bondholders and each of them releases, exonerates, and forever discharges the Village, PHI, HPI, TWHI and U.S. Bank, and each of them, together with their respective officers, directors, employees, servants, representatives, agents, attorneys, members,

shareholders, subsidiaries, successors and assigns, from any and all claims, debts, liabilities, obligations, damages, actions and causes of action of whatever nature, whether now known or unknown, suspected or unsuspected, arising out of, or related to any Special Taxes incurred respecting Unit 2 at any time whether before or after the Closing Date, the Development Agreement, the Bonds, the Indenture, the Redeemed Bonds, the Redemption, and/or the Disconnection, excepting however, any matter which may arise out of or relate to (i) the Bonds outstanding after the Redemption, (ii) the Indenture, and (iii) the Development Agreement Amendments, in each case which arise after the Closing Date.

Provided, however, nothing in this Paragraph 12 shall be construed as releasing, exonerating or discharging TWHI or U.S. Bank, or their respective successors, representatives, transferees, assignees or successors in interest as to any tax parcel heretofore, currently or hereafter created or existing in Unit 1 or any part thereof as to which it or they is/are landowner from the obligation to pay the Special Taxes in relation to the Bonds or any portion of the Bonds, due, past due, or to become due for any such tax parcel.

13. Order(s) of Dismissal. Upon execution and delivery of this Agreement, the Parties shall execute and deposit with Escrow Agent a Stipulation to Dismiss and Order of Dismissal in each case (which shall each be with prejudice), substantially in the form of Exhibit "C," attached hereto and incorporated herein by this reference; with each Party to bear its own costs and fees (including but not limited to attorney's fees), and the Parties shall cooperate with each other in the entry of an agreed order to that effect. Provided, however, the Parties understand and agree that any Order of Dismissal of the Tax Foreclosure Case will require the additional consent of Kane County, through its legal representatives, prior to entry.

14. Tolling Agreement. The Tolling Agreement by and between the Village and Park National Bank (as predecessor to U.S. Bank) dated August 6, 2009, shall be and is terminated, as of the Closing Date and following the consummation of the transactions contemplated by this Agreement, and shall thereafter be null and void.

15. Tax Impact of Debt Forgiveness. Nothing in this Agreement restricts or limits U.S. Bank's ability to report this transaction to any taxing authority in the manner deemed appropriate by U.S. Bank in its sole discretion. PHI and its members acknowledge that U.S. Bank may treat its cancellation of the debt owed by PHI to U.S. Bank as debt forgiveness and that U.S. Bank may so report the transaction to the Internal Revenue Service and other taxing authorities and, as

a result, that U.S. Bank may issue a Form 1099 or other appropriate form to PHI reflecting the forgiveness of debt as income to PHI. While acknowledging the foregoing, PHI reserves its right to report this transaction to the taxing authorities as it deems appropriate.

16. Partial Invalidity. In the event that any provision of this Agreement should be held to be void, voidable, or unenforceable by a court of law, the remaining portions hereof shall remain in full force and effect.

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

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

19. Attorneys' Fees / Costs Related To Settlement Agreement and Escrow. Each Party shall bear its own legal fees and costs incurred in relation to negotiation, discussions, execution, delivery, and performance under this Settlement Agreement and of the Closing described in Paragraph 25 below, subject to the following:

- i) The fees or charges of the Escrow Agent will be paid as provided in the Escrow Instructions;
- ii) Funds due to Kane County pursuant to the County Settlement Agreement will be paid in equal shares by the Trustee, PHI, and TWHI as set forth in Paragraph 6 herein.
- iii) Any attorneys' fees and/or court costs which may be incurred under Paragraph 18 above will be paid in accordance with the provisions thereof.
- iv) Certain fees and costs incurred by the Village and described in the Development Agreement Amendment(s) shall be paid as set out in said Development Agreement Amendments, respectively.
- v) Fees and costs incurred by the Village in the Tax Foreclosure Case totaling \$23,836.98 shall be paid from the Improvement Fund.

Each party will deposit with the Escrow Agent the funds provided in the Escrow Instructions to provide for the estimated fees and expenses of the Escrow Agent.

20. Entire Agreement. This Agreement constitutes a single integrated written contract expressing the entire Agreement of the Parties hereto relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth in this Agreement. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement.

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

22. Authority. Each of the persons signing below covenants and warrants that he/she has been duly authorized to take such action on behalf of the party for which he/she has signed and delivered this Agreement. The Trustee acknowledges that it has been directed to execute and deliver this Settlement Agreement and Mutual Release of Claims by the holders of all the Bonds currently outstanding.

23. Assignment; Restrictions. No Party to this Agreement may assign any right, duty or obligation of this Agreement without the written consent of all other Parties; provided, however, the Parties acknowledge and agree that TWHI has been marketing and continues to market the Unit 1 Vacant Lots for sale, and may, prior to the Closing Date, sell, convey, transfer, or assign all of its rights, title and interest in said Unit 1 Vacant Lots, together with an assignment of its rights, and delegation of its duties, under this Settlement Agreement and Mutual Release of Claims without such prior written consent, on the condition that the grantee, conveyance, transferee, or assignee shall execute and deliver to the Parties a written statement expressly accepting such assignment and delegation, and provided further that PHI may convert to a limited liability company by organizing a new Illinois limited liability company owned by all of the present owners of PHI and merging PHI into it without such prior written consent, on the condition that the new limited liability company shall execute and deliver to the Parties a written statement expressly accepting such assignment by merger and acknowledging full assumption of all of PHI's duties under this Settlement Agreement and Mutual Release of Claims.

24. Counterparts of Agreement. The signature of any party to this Agreement, appearing hereunder, if transmitted by e-mail or facsimile, shall be as binding as an original, and this Agreement may be executed in counterparts.

25. Closing Date. The date for Redemption, disbursement of funds, delivery of documents, and conclusion of all matters pertaining to this settlement (the "Closing Date") shall be the date on which this Agreement and the Escrow Instructions have been fully executed and delivered, the following conditions have been satisfied and all applicable documents, agreements and funds referred to in this Agreement have been delivered to the Escrow Agent as otherwise required by the Escrow Instructions:

- i. \$1,950,000 as identified in Paragraph 2 shall have been deposited with the Escrow Agent by PHI;
- ii. The Development Agreement Amendments for Unit 1 and for Unit 2, respectively, shall have been executed, fully approved by the Village, and delivered;
- iii. The County Settlement Agreement shall have been fully executed and delivered;
- iv. Funds to satisfy the County Claim as described in the County Settlement Agreement shall have been paid to the County;
- v. The Village shall have delivered irrevocable instructions to the Trustee to redeem the Redeemed Bonds;
- vi. The Village and the Trustee shall have entered into an amendment or supplement to the Indenture effecting any modifications required for the Redemption;
- vii. A court order approving the Petition for Disconnection (Exhibit B) shall have been entered by the Court;
- viii. The Stipulations to Dismiss and Order of Dismissal of the Lawsuits (Exhibit C) shall have been executed and delivered by the parties identified thereon and delivered to the Escrow Agent. Promptly after the Closing Date, the Escrow Agent shall send original counterparts thereof to the relevant Parties, any of whom can file the same following the Closing Date and satisfaction of all conditions precedent herein;
- ix. The \$558,187.04 identified in Paragraph 3 above and due to U.S. Bank shall have been deposited with the Escrow Agent by the Trustee; and
- x. An additional \$149,000 shall have been deposited with the Escrow Agent by PHI, which funds are to be delivered to TWHI pursuant to the Escrow Instructions.

xi. Deposit of a sum equal to \$28,836.98 as identified in Paragraph 19(v), which sum is to be delivered to the Village pursuant to the Escrow Instructions.

26. Termination. Should all of the matters listed in Paragraph 25 above not be fully completed by March 31, 2014 then this Agreement shall be terminated and shall be of no further force and effect.

27. Survival. Subject to Paragraph 26 of this Agreement, the provisions of Paragraphs 8, 9, 10, 11 and 12 of this Agreement shall survive the Closing Date.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Settlement Agreement and Mutual Release of Claims at Hampshire, Illinois on the day and year first above written.

VILLAGE OF HAMPSHIRE

By: _____
Jeffrey R. Magnussen
Village President

PHI-HAMPSHIRE, INC.

BY: _____
Its

HPI-HAMPSHIRE, LLC

BY: _____
Its Member / Manager

TUSCANY WOODS HOLDINGS, INC.

By: _____
Its

U.S. BANK NATIONAL ASSOCIATION

By: _____
Its

AMALGAMATED BANK OF CHICAGO, as Trustee

By: _____

Its

**[SIGNATURE PAGE TO SETTLEMENT AGREEMENT AND MUTUAL
RELEASE OF CLAIMS]**

**THE FOLLOWING PARTIES CONSENT TO THE PROVISIONS OF PARAGRAPHS 8, 9, 10,
11, 12 AND 27 HEREOF:**

**CAPITAL RESEARCH AND MANAGEMENT COMPANY,
For and on behalf of American High-Income
Municipal Bond Fund**

By: _____

Its

[SIGNATURE PAGE TO SETTLEMENT AGREEMENT AND MUTUAL
RELEASE OF CLAIMS]

THE FOLLOWING PARTIES CONSENT TO THE PROVISIONS OF PARAGRAPHS 8, 9, 10,
11, 12 AND 27 HEREOF:

AMERICAN CENTURY INVESTMENT MANAGEMENT, INC.
For and on behalf of American Century Municipal Trust -
High Yield Municipal Fund

By: _____

Its

[SIGNATURE PAGE TO SETTLEMENT AGREEMENT AND MUTUAL
RELEASE OF CLAIMS]

THE FOLLOWING PARTIES CONSENT TO THE PROVISIONS OF PARAGRAPHS 8, 9, 10,
11, 12 AND 27 HEREOF:

HARTFORD FUNDS MANAGEMENT COMPANY, LLC
For and on behalf of The Hartford Municipal Opportunities
Fund

By: _____

Its

HARTFORD FUNDS MANAGEMENT COMPANY, LLC
For and on behalf of The Hartford Municipal Real Return Fund

By: _____

Its

EXHIBIT A

Court Order for Disbursement from Improvement Fund

EXHIBIT B

Petition to Disconnect Unit 2 from SSA

EXHIBIT C

Stipulation and Order to Dismiss

-- See attached draft Stipulation and Order --

EXHIBIT D
Escrow Instructions

No. 13 -

**A RESOLUTION
APPROVING A CERTAIN AGREEMENT WITH THE ILLINOIS
TOLL HIGHWAY AUTHORITY REGARDING THE BRIER HILL ROAD
BRIDGE OVER THE JANE ADDAMS MEMORIAL TOLLWAY**

WHEREAS, the Illinois Toll Highway Authority ("ITHA") has commenced an improvement project to widen the Jane Addams Memorial Tollway (I-90) in the vicinity of Hampshire; and

WHEREAS, as part of said project it is necessary to provide a new bridge structure to allow two (2) through lanes of traffic with 5'0" wide outside shoulders on the Brier Hill Road bridge over I-90, under ITHA Contract No. 1-13-4129 (the "Project"); and

WHEREAS, the Village and ITHA desire to determine and establish their respective responsibilities for engineering, right-of-way acquisition, utility relocation, construction, funding and maintenance in regard to the Project; and

WHEREAS, the Corporate Authorities believe it to be in the best interests of the Village to enter into a written agreement with ITHA for said purposes in regard to the Project.

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

Section 1. The Village of Hampshire shall enter into a certain Intergovernmental Agreement with the Illinois Toll Highway Authority, which agreement is attached hereto and incorporated herein by this reference as Exhibit "A."

Section 2. The Village President shall be and hereby is authorized to execute and deliver, and the Village Clerk to attest, said Intergovernmental Agreement on behalf of the Village.

Section 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 _____, 2013

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this _____ day of _____, 2013.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF HAMPSHIRE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____ AD, 2013, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "TOLLWAY", and THE VILLAGE OF HAMPSHIRE, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), ~~and~~ included in multiple TOLLWAY construction contract(s) including but not limited to Contract I-13-4129 (hereinafter referred to as the "PROJECT") ~~by making~~ the following improvements:

Bridge and roadway reconstruction that will provide for a new bridge structure to allow two (2) through lanes of traffic with 5'-0" wide outside shoulders on Brier Hill Road. The bridge will be widened by 7'-0" for a total out-to-out structure width of 37'-4". The bridge will be improved with an architectural finish on the outside surface of the parapets and abutment wing walls. The work also includes, but is not limited to bridge demolition, bridge reconstruction, retaining wall construction, remove and reconstruct pavement, permanent drainage systems including pipes and structures, permanent underpass lighting, temporary and permanent access road to a communication tower, bridge mounted signs, temporary and permanent erosion control measures, guardrail, terminals, temporary and permanent pavement marking and delineation, maintenance of traffic control measures including a detour route, earthwork including topsoil stripping, embankment construction, hauling and disposal of excess material and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the TOLLWAY and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, the TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the “Intergovernmental Cooperation Act”, 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. ENGINEERING

- A. The TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, VILLAGE, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- C. The VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the TOLLWAY, without charge to the TOLLWAY. Any permit for right of access ~~or~~ temporary use shall not be unreasonably withheld by the VILLAGE.

II. RIGHT OF WAY

- A. The acquisition or transfer of right of way is not required from the VILLAGE for the construction of the PROJECT pursuant to the approved plans and specifications. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the VILLAGE’s right of way or of the TOLLWAY’s right of way.
- B. It is understood that neither the VILLAGE nor the TOLLWAY have consented in this AGREEMENT to the transfer of any interest in the VILLAGE's or the TOLLWAY's property or rights of way which the VILLAGE or the TOLLWAY

deem necessary for the maintenance and operation of their respective highway systems.

- C. In the event, the TOLLWAY identifies areas of the VILLAGE's right of way necessary for the TOLLWAY to enter, access and use to allow the TOLLWAY and/or its contractor(s) to complete the PROJECT, the VILLAGE, shall upon the TOLLWAY's written application to the VILLAGE's permit form, together with a plan set, issue the TOLLWAY a permit without charge to the TOLLWAY; allowing the TOLLWAY all temporary use of the Village's right-of-way. In addition, the VILLAGE shall waive any contractor's surety bonding requirement in relation to any such entry, access, and use, such entry, access or use being for the benefit of the TOLLWAY and/or its contractors and subject to appropriate TOLLWAY contract and bonding requirements. The TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the VILLAGE.

III. UTILITY RELOCATION

- A. The TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to TOLLWAY facilities where they cross VILLAGE highway rights of way; and 2) to VILLAGE facilities improved as part of the PROJECT.
- C. The TOLLWAY agrees to make arrangements for and to issue all permits for the PROJECT, and for any required adjustments to utility facilities located on existing TOLLWAY rights of way, and on proposed TOLLWAY rights of way which are outside areas of VILLAGE jurisdiction, where improvements to TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the VILLAGE.
- D. At all locations where utilities are located on VILLAGE rights of way and must be adjusted due to work proposed by the TOLLWAY, the VILLAGE agrees to cooperate with the TOLLWAY in making arrangements with the applicable utility and to issue all permits for the requisite adjustment(s) at no cost to the TOLLWAY. The TOLLWAY agrees to reimburse and/or credit the VILLAGE for any and all out of pocket costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted.

IV. CONSTRUCTION

- A. The TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE. Notwithstanding any disapproval by the VILLAGE, the TOLLWAY may, after considering the VILLAGE's objections, proceed as the Chief Engineer of the TOLLWAY deems appropriate.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the VILLAGE, the TOLLWAY shall provide no less than five (5) calendar days' written notice to the VILLAGE prior to commencement of work on the PROJECT.
- D. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE's system. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE's system, and will deliver written notices to the Chief Engineer of the TOLLWAY advising the TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice

to the TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the TOLLWAY that the deficiencies have been remedied.

- G. The TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the Illinois Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2013, or the applicable version of the TOLLWAY Standard or Supplemental Specifications.

V. FINANCIAL

- A. Except as otherwise identified herein, the TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. Either the VILLAGE or the TOLLWAY may request, after the construction contract(s) are let by the TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, or replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the TOLLWAY rights of way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The TOLLWAY agrees to maintain I-90 in its entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain, Brier Hill Road, including all facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc. on Brier Hill Road or any work the TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Brier Hill Road

Type 2 - VILLAGE Roadway over TOLLWAY Right of Way.

1. After expiration of any and all applicable warranties required by Contract I-13-4129, the VILLAGE has all maintenance responsibility for aAll VILLAGE right of way and VILLAGE highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, signing and pavement markings, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences, including the following:
 - a. The following portions of the grade elevation structure:
 - i. The wearing surface above the top layer of reinforcement;
 - ii. The expansion joints, parapet walls, guardrails, railings, curbs, etc;
 - iii. Drainage facilities above structural beams and girders;
 - iv. All lighting except underpass;
 - v. All VILLAGE signals and signs;
 - vi. To the extent not addressed in other intergovernmental agreements to which the VILLAGE is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 - vii. All drainage facilities carrying exclusively VILLAGE drainage;
 - viii. All other roadway appurtenances that is accessible from the bridge deck.
 2. The TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the VILLAGE as set forth herein, including but not limited to the following:
 - a. The deck, below the wearing surface and above the structural beams;
 - b. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - c. All fences along TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - d. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;

- e. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - f. All underpass lighting.
- D. The PARTIES agree that the TOLLWAY reserves the exclusive right to review and approve on the following:
- 1. Any and all signage affixed to the grade separation structure or placed on TOLLWAY right of way;
 - 2. The permitting of any and all loads traversing a grade separation structure over the TOLLWAY that exceed the limits set forth in 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.604 (Practical Maximum Weights);
 - 3. The permitting of any and all loads traversing a grade separation structure over the TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves);
 - 4. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the TOLLWAY will consult with the VILLAGE as to the bridge conditions which warrant such restrictions;
 - 5. Closure of lanes of traffic on the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant, provided that the TOLLWAY will consult with the VILLAGE before such closure;
 - 6. Attachment to the grade separation structure, or placement on or across TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the VILLAGE roadway or performance of VILLAGE maintenance obligations under this AGREEMENT, the VILLAGE may make such attachment or placement only after consultation and approval by the TOLLWAY.
- E. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- F. If in the future, the TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to said bridge, then the TOLLWAY hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said bridge, including the deck, at the end of its useful life, usually 60 years or sooner if necessitated by the TOLLWAY.

- G. If in the future, the VILLAGE adopts a roadway or other improvement which requires modification, relocation or reconstruction to said bridge, then the VILLAGE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said bridge, including the deck, at the end of its useful life, usually 60 years or sooner if necessitated by the VILLAGE, and only after full approval by the TOLLWAY and its Board of Directors.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of VILLAGE highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the VILLAGE shall continue to maintain all portions of the PROJECT within the VILLAGE's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the TOLLWAY.
- D. The VILLAGE and the TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.
- E. Nothing herein is intended to prevent or preclude the VILLAGE and the TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Hampshire and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the TOLLWAY shall have jurisdiction of I-90. The VILLAGE shall retain jurisdiction of Brier Hill Road traversed or affected by I-90 except as otherwise expressly provided for in

this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the VILLAGE or the TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the VILLAGE and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the TOLLWAY and the VILLAGE's Administrator shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the TOLLWAY shall be final.
- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- I. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- K. The failure by the TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this

AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the TOLLWAY or the VILLAGE unless such provision is waived in writing.

- L. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- M. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineer

To the VILLAGE: The Village of Hampshire
234 South State
Hampshire, Illinois 60140
Attn: Village Administrator

- N. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

(This space intentionally left blank)

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

VILLAGE OF HAMPSHIRE

By: _____ Attest: _____
Jeffrey Magnussen, Village President

Date: _____ (Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Kristi Lafleur, Executive Director

Approved as to Form and Constitutionality

Robert T. Lane, Senior Assistant Attorney General, State of Illinois

VILLAGE OF HAMPSHIRE

Accounts Payable

November 21, 2013

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

Total: \$263,699.16

To be paid on or before
Nov 26, 2013

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

DATE: 11/18/13
 TIME: 16:25:34
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/18/2013

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

AAPC	ALLIED ASPHALT PAVING COMPANY						
179481	11/15/13	01	INV#179481	01-003-002-4130 MAINTENANCE - STREETS		11/15/13	98.88
						INVOICE TOTAL:	98.88
						VENDOR TOTAL:	98.88
ALGR	ALPHA GRAPHICS						
15285	11/15/13	01	INV#1585	01-001-003-4650 OFFICE SUPPLIES		11/15/13	90.00
						INVOICE TOTAL:	90.00
						VENDOR TOTAL:	90.00
AMABAN	AMALGAMATED BANK OF CHICAGO						
111513	11/15/13	01	TRASFER OF SSA9 COLLECTIONS	21-001-006-4780 TRANSFER TO AMALG. BNK		11/15/13	6,633.41
						INVOICE TOTAL:	6,633.41
						VENDOR TOTAL:	6,633.41
BLCR	HEALTH CARE SERVICES						
DEC 2013	11/08/13	01	ADM MED	01-001-001-4031 EMPLOYER HEALTH INS.		11/08/13	615.42
		02	ADM DEN	01-001-001-4033 EMPLOYER DENTAL INS.			35.44
		03	PD MED	01-002-001-4031 EMPLOYER HEALTH INS.			14,530.20
		04	PD DEN	01-002-001-4033 EMPLOYER DENTAL INS.			1,104.41
		05	ST MED	01-003-001-4031 EMPLOYER HEALTH INS.			5,562.73
		06	ST DEN	01-003-001-4033 EMPLOYER DENTAL INS.			406.80
		07	WTR MED	30-001-001-4031 EMPLOYER HEALTH INS			1,112.49

DATE: 11/18/13
 TIME: 16:25:34
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/18/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
BLCR HEALTH CARE SERVICES							
DEC 2013	11/08/13	08	WTR DEN	30-001-001-4033		11/08/13	70.88
		09	SWR MED	EMPLOYER DENTAL INS 31-001-001-4031			2,919.88
		10	SWR DEN	EMPLOYER HEALTH INS 31-001-001-4033			200.31
				EMPLOYER DENTAL INS			
						INVOICE TOTAL:	26,558.56
						VENDOR TOTAL:	26,558.56
BLTA BLUE TARP FINANCIAL							
29362808	11/12/13	01	ACCT#118727	01-001-005-4941		11/12/13	187.98
				MEMORIAL PARK IMPROVEMENTS			
						INVOICE TOTAL:	187.98
						VENDOR TOTAL:	187.98
BP BPGAS							
39612018	11/08/13	01	ACCT#4990222749	01-002-003-4660		11/08/13	1,744.37
				GASOLINE/OIL			
						INVOICE TOTAL:	1,744.37
						VENDOR TOTAL:	1,744.37
BPCI BENEFIT PLANNING CONSULTANTS,							
BPCI00032790	11/18/13	01	INV#BPCI00032790	01-001-002-4380		11/18/13	75.00
				OTHER PROF.SERVICES-VILLAG			
						INVOICE TOTAL:	75.00
						VENDOR TOTAL:	75.00
CAON CALL ONE							
NOV 2013	11/18/13	01	ACCT#1010--7471-0001	01-001-002-4230		11/18/13	167.33
				COMMUNICATION SERVICES			

DATE: 11/18/13
TIME: 16:25:35
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 11/18/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
CAON	CALL ONE						
NOV 2013	11/18/13	02	ACCT#1010--7471-0002	30-001-002-4230		11/18/13	51.81
				COMMUNICATION SERVICES			
		03	ACCT#1010--7471-0003	01-003-002-4230			51.81
				COMMUNICATION SERVICES			
		04	ACCT#1010--7471-0004	31-001-002-4230			175.15
				COMMUNICATIONS SERVICES			
		05	ACCT#1010--7471-0005	30-001-002-4230			51.81
				COMMUNICATION SERVICES			
		06	ACCT#1010--7471-0006	30-001-002-4230			52.17
				COMMUNICATION SERVICES			
		07	ACCT#1010--7471-0007	01-002-002-4230			132.09
				COMMUNICATION SERVICES			
						INVOICE TOTAL:	682.17
						VENDOR TOTAL:	682.17
CDSL P	CDS LEASING A PROGRAM OF DE						
20122885	11/12/13	01	INV#20122885	01-002-002-4280		11/12/13	387.62
				RENTALS			
						INVOICE TOTAL:	387.62
						VENDOR TOTAL:	387.62
CHEX	CHRISTENSEN EXCAVATING						
4013	11/12/13	01	INV#4013	01-003-002-4130		11/12/13	1,500.00
				MAINTENANCE - STREETS			
						INVOICE TOTAL:	1,500.00
						VENDOR TOTAL:	1,500.00
CHJO	CHERYL JOHNSON						
INV#0004	11/07/13	01	INV#0004	01-001-002-4100		11/07/13	100.00
				MAINTENANCE - BLDG.			
						INVOICE TOTAL:	100.00
						VENDOR TOTAL:	100.00

DATE: 11/18/13
 TIME: 16:25:35
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/18/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
COCR COON CREEK SOD FARMS							
13615	11/15/13	01	TICKET#13615	01-003-003-4680 OPERATING SUPPLIES		11/15/13	53.40
						INVOICE TOTAL:	53.40
						VENDOR TOTAL:	53.40
COED COMMONWEALTH EDISON							
111213	11/13/13	01	ACCT#1939142034	31-001-002-4360 ENGINEERING SERVICES		11/13/13	145.70
		02	ACCT#0255144168	30-001-002-4260 UTILITIES			179.10
		03	ACCT#6987002019	30-001-002-4260 UTILITIES			132.41
		04	ACCT#2676085011	30-001-002-4260 UTILITIES			1,919.29
		05	ACCT#4997016005	30-001-002-4260 UTILITIES			136.71
		06	ACCT#2244132001	01-003-002-4260 STREET LIGHTING			1,437.67
		07	ACCT#2539042023	01-003-002-4260 STREET LIGHTING			7.82
		08	ACCT#1329062027	01-003-002-4260 STREET LIGHTING			10.81
		09	ACCT#0524674020	01-003-002-4260 STREET LIGHTING			14.53
		10	ACCT#2875168033	01-003-002-4260 STREET LIGHTING			32.94
						INVOICE TOTAL:	4,016.98
111413	11/15/13	01	ACCT#0710116073	01-003-002-4260 STREET LIGHTING		11/15/13	59.89
		02	ACCT#9705026025	30-001-002-4260 UTILITIES			369.38
		03	ACCT#4623084055	01-003-002-4260 STREET LIGHTING			3.59

INVOICES DUE ON/BEFORE 11/18/2013

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

COED	COMMONWEALTH EDISON						
111413	11/15/13	04	ACCT#2289551008	30-001-002-4260 UTILITIES		11/15/13	47.43
						INVOICE TOTAL:	480.29
111513	11/15/13	01	ACCT#2599100000 PAYMT AGRMNT	30-001-002-4260 UTILITIES		11/15/13	8,579.03
		02	ACCT#2599100000	30-001-002-4260 UTILITIES			1,318.44
						INVOICE TOTAL:	9,897.47
111813	11/18/13	01	ACCT#0495111058	30-001-002-4260 UTILITIES		11/18/13	32.60
		02	ACCT#2323117051	30-001-002-4260 UTILITIES			108.26
		03	ACCT#0657057031	01-003-002-4260 STREET LIGHTING			11.34
		04	ACCT#1632121022	01-003-002-4260 STREET LIGHTING			1,001.33
						INVOICE TOTAL:	1,153.53
						VENDOR TOTAL:	15,548.27
CONEEN	CONSTELLATION NEW ENERGY						
0012233777	11/12/13	01	ACCT#1-EI-2497	31-001-002-4260 UTILITIES		11/12/13	80.45
						INVOICE TOTAL:	80.45
0012311092	11/15/13	01	ACCT#1-EI-1963	30-001-002-4260 UTILITIES		11/15/13	1,967.91
						INVOICE TOTAL:	1,967.91
0012311517	11/15/13	01	ACCT#1-EI-1962	31-001-002-4260 UTILITIES		11/15/13	8,616.79
						INVOICE TOTAL:	8,616.79
						VENDOR TOTAL:	10,665.15

DATE: 11/18/13
TIME: 16:25:35
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 11/18/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
CUBE CULLIGAN OF BELVIDERE							
OCT 2013	11/07/13	01	ACCT#85662	01-001-002-4280		11/07/13	6.00
				RENTAL - CARPET-WATER COOL			
		02	ACCT#93740	31-001-002-4280			4.00
				RENTAL SERVICES			
		03	ACCT#93740	30-001-002-4280			4.00
				RENTAL SERVICE			
		04	ACCT#104711	01-002-002-4280			37.75
				RENTALS			
		05	ACCT#93732	01-003-002-4280			27.92
				RENTALS			
		06	ACCT#93732	30-001-002-4280			7.17
				RENTAL SERVICE			
		07	ACCT#93732	31-001-002-4280			20.46
				RENTAL SERVICES			
						INVOICE TOTAL:	107.30
						VENDOR TOTAL:	107.30
DAST DAVID STARRETT							
111513	11/15/13	01	JEANS	01-003-003-4690		11/15/13	19.94
				UNIFORMS-RENTAL			
						INVOICE TOTAL:	19.94
						VENDOR TOTAL:	19.94
EEI ENGINEERING ENTERPRISES							
NOV 2013	11/15/13	01	HA0757 INV#53406	31-001-002-4360		11/15/13	219.00
				ENGINEERING SERVICES			
		02	HA1026 INV#53407	01-001-002-4361			660.00
				ENGINEERING SERVICES - REI			
		03	HA1124 INV#53408	01-001-002-4361			365.00
				ENGINEERING SERVICES - REI			
		04	HA1125 INV#53409	70-003-006-4371			7,174.99
				KEYES AVENUE RECONSTRUCTIO			

DATE: 11/18/13
 TIME: 16:25:35
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/18/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
EZI ENGINEERING ENTERPRISES							
NOV 2013	11/15/13	05	HA1210 INV#53410	01-000-000-2112		11/15/13	1,111.50
		06	HA1300 INV#53411	SECURITY DEP. AMG HOMES 01-001-002-4360			238.50
		07	HA1307 INV#53412	ENGINEERING SERVICES - VIL 01-001-002-4360			182.50
		08	HA1311 INV#53413	ENGINEERING SERVICES - VIL 01-001-002-4360			3,999.31
						INVOICE TOTAL:	13,950.80
						VENDOR TOTAL:	13,850.80
ENSC ENCIROSCIENCE, INC							
4900HA13*02	11/15/13	01	INV#4900HA13*02	31-001-003-4680		11/15/13	700.00
				OPERATING SUPPLIES			
						INVOICE TOTAL:	700.00
						VENDOR TOTAL:	700.00
HOWH HOWARD L. WHITE & ASSOCIATES							
213330	11/13/13	01	INV#213330	01-001-005-4941		11/13/13	1,178.00
				MEMORIAL PARK IMPROVEMENTS			
						INVOICE TOTAL:	1,178.00
						VENDOR TOTAL:	1,178.00
HAAUPA HAMPSHIRE AUTO PARTS							
325954	11/07/13	01	INV#325954	01-003-003-4670		11/07/13	32.51
				MAINTENANCE SUPPLIES			
						INVOICE TOTAL:	32.51
326233	11/07/13	01	INV#326233	01-003-003-4670		11/07/13	41.34
				MAINTENANCE SUPPLIES			
						INVOICE TOTAL:	41.34

DATE: 11/18/13
 TIME: 16:25:35
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/18/2013

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
HAAUPA	HAMPSHIRE AUTO PARTS						
326635	11/07/13	01	INV#326635	31-001-003-4670 MAINTENANCE SUPPLIES		11/07/13	98.99
						INVOICE TOTAL:	98.99
326946	11/07/13	01	INV#326946	30-001-002-4110 MAINT. VEHICLES		11/07/13	6.69
						INVOICE TOTAL:	6.69
327106	11/07/13	01	INV#327106	31-001-003-4670 MAINTENANCE SUPPLIES		11/07/13	12.14
						INVOICE TOTAL:	12.14
327199	11/07/13	01	INV#327199	01-003-003-4670 MAINTENANCE SUPPLIES		11/07/13	81.06
						INVOICE TOTAL:	81.06
327767	11/07/13	01	INV#327767	01-002-003-4670 MAINTENANCE SUPPLIES		11/07/13	11.98
						INVOICE TOTAL:	11.98
327873	11/07/13	01	INV#327873	01-003-003-4670 MAINTENANCE SUPPLIES		11/07/13	29.83
						INVOICE TOTAL:	29.83
328044	11/07/13	01	INV#328044	31-001-003-4670 MAINTENANCE SUPPLIES		11/07/13	4.39
						INVOICE TOTAL:	4.39
328091	11/07/13	01	INV#328091	31-001-003-4670 MAINTENANCE SUPPLIES		11/07/13	74.65
						INVOICE TOTAL:	74.65
328422	11/07/13	01	INV#328422	01-002-002-4110 MAINTENANCE - VEHL.		11/07/13	16.48
						INVOICE TOTAL:	16.48

DATE: 11/18/13
 TIME: 16:25:35
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/18/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
HAAUPA HAMPSHIRE AUTO PARTS							
328485	11/07/13	01	INV#328485	01-003-003-4670 MAINTENANCE SUPPLIES		11/07/13	30.40
						INVOICE TOTAL:	30.40
						VENDOR TOTAL:	440.46
HAFD HAMPSHIRE FIRE PROTECTION							
111813	11/18/13	01	PAYMENT OF TRANSITION FEE PER	63-001-004-4800 FIRE TRAN - DIST #300		11/18/13	7,200.00
						INVOICE TOTAL:	7,200.00
						VENDOR TOTAL:	7,200.00
HARCOM HARMONY COMPUTER							
7018	11/07/13	01	INV#7018	01-002-002-4380 OTHER PROF.SERV.		11/07/13	648.00
						INVOICE TOTAL:	648.00
						VENDOR TOTAL:	648.00
HDSUWA HD SUPPLY WATERWORKS LTD							
B583695	11/13/13	01	INV#B583695	30-001-005-4960 METERS/EQUIPMENTS		11/13/13	559.20
						INVOICE TOTAL:	559.20
B693594	11/12/13	01	INV#B693594	30-001-005-4960 METERS/EQUIPMENTS		11/12/13	3,294.00
						INVOICE TOTAL:	3,294.00
B693970	11/12/13	01	INV#B693970	30-001-005-4960 METERS/EQUIPMENTS		11/12/13	2,089.00
						INVOICE TOTAL:	2,089.00
B693986	11/12/13	01	INV#B693986	30-001-005-4960 METERS/EQUIPMENTS		11/12/13	424.25
						INVOICE TOTAL:	424.25

DATE: 11/18/13
 TIME: 16:25:35
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/18/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT	
HDSUWA HD SUPPLY WATERWORKS LTD								
B730891	11/15/13	01	INV#B730891	30-001-005-4960 METERS/EQUIPMENTS		11/15/13	489.30	
							INVOICE TOTAL:	489.30
B730892	11/15/13	01	INV#B70892	30-001-005-4960 METERS/EQUIPMENTS		11/15/13	629.10	
							INVOICE TOTAL:	629.10
							VENDOR TOTAL:	7,484.85
ILMU ILLINOIS MUNICIPAL LEAGUE								
M-242	11/18/13	01	MEMBERSHIP DUES 2014	01-001-002-4430 DUES		11/18/13	599.00	
							INVOICE TOTAL:	599.00
							VENDOR TOTAL:	599.00
IMLRMA ILLINOIS MUNICIPAL LEAGUE RISK								
110813	11/08/13	01	ACCT#0242	01-001-002-4210 LIABILITY/WKRS COMP		11/08/13	40,673.90	
		02	ACCT#0242	30-001-002-4210 LIABILITY INSURANCE			20,036.95	
		03	ACCT#0242	31-001-002-4210 LIABILITY INSURANCE			20,036.94	
							INVOICE TOTAL:	80,147.79
							VENDOR TOTAL:	80,147.79
IPODBA IPO/DBA CARDUNAL OFFICE SUPPLY								
556201-0	11/07/13	01	INV#556201-0	01-001-003-4650 OFFICE SUPPLIES		11/07/13	85.17	
							INVOICE TOTAL:	85.17
556310-0	11/15/13	01	INV#556310-0	01-001-003-4650 OFFICE SUPPLIES		11/15/13	88.66	
							INVOICE TOTAL:	88.66
							VENDOR TOTAL:	173.83

INVOICES DUE ON/BEFORE 11/18/2013

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

JNCI	JOHN NESS CONSTRUCTION INC						
1538	11/18/13	01	INV#1538	15-001-006-4362 CONSTRUCTION		11/18/13	3,230.00
						INVOICE TOTAL:	3,230.00
						VENDOR TOTAL:	3,230.00
KAUN	KALE UNIFORMS, INC.						
18025035	11/07/13	01	INV#18025035	01-002-003-4690 UNIFORMS		11/07/13	62.68
						INVOICE TOTAL:	62.68
18025500	11/07/13	01	INV#18025500	01-002-003-4690 UNIFORMS		11/07/13	140.00
						INVOICE TOTAL:	140.00
18025849	11/07/13	01	INV#18025849	01-002-003-4690 UNIFORMS		11/07/13	80.00
						INVOICE TOTAL:	80.00
						VENDOR TOTAL:	282.68
LEA	LEO'S						
11113	11/07/13	01	GLASS AWARD	01-001-003-4650 OFFICE SUPPLIES		11/07/13	75.00
						INVOICE TOTAL:	75.00
						VENDOR TOTAL:	75.00
LENE	LEXIS NEXIS RISK DATA						
1581041-20131031	11/08/13	01	INV#1581041-20131031	09-001-006-4800 EVIDENCE RELATED EXPENSE		11/08/13	159.65
						INVOICE TOTAL:	159.65
						VENDOR TOTAL:	159.65
MAFL	MARATHON FLEET						

DATE: 11/18/13
TIME: 16:25:35
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/18/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
MAFL	MARATHON FLEET						
064225	11/07/13	01	INV#064225	01-003-003-4660 GASOLINE/OIL		11/07/13	97.51
						INVOICE TOTAL:	97.51
081336	11/07/13	01	INV#081336	31-001-003-4660 GASOLINE - OIL		11/07/13	112.88
						INVOICE TOTAL:	112.88
083532	11/07/13	01	INV#083532	01-003-003-4660 GASOLINE/OIL		11/07/13	101.01
						INVOICE TOTAL:	101.01
084913	11/07/13	01	INV#084913	01-003-003-4660 GASOLINE/OIL		11/07/13	90.51
						INVOICE TOTAL:	90.51
101524	11/07/13	01	INV#101524	01-003-003-4660 GASOLINE/OIL		11/07/13	95.00
						INVOICE TOTAL:	95.00
124500	11/07/13	01	INV#124500	30-001-003-4660 GASOLINE/OIL		11/07/13	108.00
						INVOICE TOTAL:	108.00
124848	11/07/13	01	INV#124848	30-001-003-4660 GASOLINE/OIL		11/07/13	112.98
						INVOICE TOTAL:	112.98
125226	11/07/13	01	INV#125226	01-003-003-4660 GASOLINE/OIL		11/07/13	21.39
						INVOICE TOTAL:	21.39
140936	11/07/13	01	INV#140936	31-001-003-4660 GASOLINE - OIL		11/07/13	118.71
						INVOICE TOTAL:	118.71

DATE: 11/18/13
 TIME: 16:25:35
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/18/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
MAFL MARATHON FLEET							
145338	11/07/13	01	INV#145338	30-001-003-4660 GASOLINE/OIL		11/07/13	116.65
						INVOICE TOTAL:	116.65
34708047	11/12/13	01	ACCT#7560-00-113010-3	01-002-003-4660 GASOLINE/OIL		11/12/13	2,251.55
						INVOICE TOTAL:	2,251.55
						VENDOR TOTAL:	3,226.19
MAMO MARK MONTGOMERY							
111213	11/13/13	01	WORK BOOTS & SHOW BOOTS	31-001-003-4690 UNIFORMS		11/13/13	169.98
						INVOICE TOTAL:	169.98
						VENDOR TOTAL:	169.98
MARSCH MARK SCHUSTER P.C.							
NOV 2013	11/13/13	01	100.001 MISCELLANEOUS MATTERS	01-001-002-4370 LEGAL SERVICES - VILLAGE		11/13/13	4,221.10
		02	100.002 MEETING	01-001-002-4370 LEGAL SERVICES - VILLAGE			267.40
		03	100.007 PROSECUTION	01-001-002-4370 LEGAL SERVICES - VILLAGE			620.50
		04	100.140 TUSCANY WOODS WORKOUT	01-001-002-4370 LEGAL SERVICES - VILLAGE			13,137.00
		05	100.141 TIF	05-001-002-4380 PROFESSIONAL SERVICES			286.50
		06	100.143 TWH/UNIT 1	01-001-002-4371 LEGAL SERVICES - REIMB.			3,668.00
		07	100.144 PHI/ UNIT 2	01-001-002-4371 LEGAL SERVICES - REIMB.			785.95
		08	100.147 LIL' WONDERS	01-001-002-4370 LEGAL SERVICES - VILLAGE			1,244.00
						INVOICE TOTAL:	24,230.45
						VENDOR TOTAL:	24,230.45

DATE: 11/18/13
 TIME: 16:25:35
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/18/2013

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
MECO MEDIACOM							
DEC 2013	11/18/13	01	ACCT#8384 91 238 0000096	01-001-002-4230		11/18/13	114.90
				COMMUNICATION SERVICES			
						INVOICE TOTAL:	114.90
						VENDOR TOTAL:	114.90
MENA MENARDS - SYCAMORE							
40030	11/15/13	01	ACCT#31450268	01-003-003-4670		11/15/13	170.18
				MAINTENANCE SUPPLIES			
						INVOICE TOTAL:	170.18
						VENDOR TOTAL:	170.18
NICOR NICOR							
111513	11/15/13	01	ACCT#87-56-68-1000 5	31-001-002-4260		11/15/13	476.10
				UTILITIES			
		02	ACCT#19-61-05-1000 0	31-001-002-4260			44.62
				UTILITIES			
						INVOICE TOTAL:	520.72
NOV 2013	11/07/13	01	ACCT#66-55-16-4647 5	31-001-002-4260		11/07/13	86.02
				UTILITIES			
						INVOICE TOTAL:	86.02
						VENDOR TOTAL:	606.74
NORAMESA NORTH AMERICAN SALT CO							
71053334	11/18/13	01	INV#71053334	30-001-003-4680		11/18/13	2,763.07
				OPERATING SUPPLIES			
						INVOICE TOTAL:	2,763.07
						VENDOR TOTAL:	2,763.07
PEBASO PETER BAKER & SON CO.							
31160MB	11/15/13	01	INV#31160MB	01-003-002-4130		11/15/13	117.04
				MAINTENANCE - STREETS			
						INVOICE TOTAL:	117.04
						VENDOR TOTAL:	117.04

DATE: 11/18/13
TIME: 16:25:35
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/18/2013

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
PECA	PETTY CASH						
110713	11/07/13	01	POSTAGE	01-002-002-4320		11/07/13	0.63
		02	CLEANING EQUIP.	01-001-002-4120			9.63
		03	PRIORITY MAIL	01-001-003-4650			17.45
		04	CARD	01-001-003-4650			1.06
		05	DUNKIN DONUTS	01-001-003-4650			16.98
		06	POSTAGE DUE	01-002-002-4320			0.35
		07	PLAT BOOK FOR GEORGE	01-001-004-4800			35.00
		08	COLIN	01-001-004-4800			18.64
		09	JILL NOTARY STAMP WITH STATE	01-002-002-4380			10.00
				OTHER PROF.SERV.			
						INVOICE TOTAL:	109.74
						VENDOR TOTAL:	109.74
PETPRO	PETERSEN FUELS INC.						
110813	11/08/13	01	INV#1006	01-003-003-4660		11/08/13	-13.77
		02	INV#1018	01-003-003-4660			-10.03
		03	INV#1019	01-003-003-4660			-16.94
		04	INV#1031	01-003-003-4660			-16.25
		05	INV#1032	01-003-003-4660			-36.62
		06	INV#1045	01-003-003-4660			-34.59

DATE: 11/18/13
 TIME: 16:25:35
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

PAGE: 16

INVOICES DUE ON/BEFORE 11/18/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
PETPRO PETERSEN FUELS INC.							
110813	11/08/13	07	INV#1056	01-003-003-4660		11/08/13	-14.70
				GASOLINE/OIL			
		08	INV#1055	01-003-003-4660			-9.59
				GASOLINE/OIL			
		09	INV#1046	31-001-003-4660			-4.62
				GASOLINE - OIL			
		10	INV#1058	52-001-002-4999			-1.41
				SSA EXPENSES			
		11	INV#1057	52-001-002-4999			-10.26
				SSA EXPENSES			
		12	INV#1048	52-001-002-4999			-2.37
				SSA EXPENSES			
		13	INV#1047	52-001-002-4999			-0.45
				SSA EXPENSES			
		14	INV#1020	52-001-002-4999			-5.80
				SSA EXPENSES			
						INVOICE TOTAL:	-177.40
6036	11/07/13	01	TRAN#6036	01-003-003-4660		11/07/13	102.01
				GASOLINE/OIL			
						INVOICE TOTAL:	102.01
6038A	11/07/13	01	TRAN#6038	01-003-003-4660		11/07/13	5.01
				GASOLINE/OIL			
						INVOICE TOTAL:	5.01
6092	11/07/13	01	TRAN#6092	52-001-002-4999		11/07/13	37.00
				SSA EXPENSES			
						INVOICE TOTAL:	37.00
6094	11/07/13	01	TRAN#6094	01-003-003-4660		11/07/13	77.91
				GASOLINE/OIL			
						INVOICE TOTAL:	77.91
6111	11/07/13	01	TRAN#6111	01-003-003-4660		11/07/13	92.26
				GASOLINE/OIL			
						INVOICE TOTAL:	92.26

DATE: 11/18/13
TIME: 16:25:35
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/18/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
PETPRO	PETERSEN FUELS INC.						
6127	11/07/13	01	TRAN#6127	52-001-002-4999 SSA EXPENSES		11/07/13	40.01
						INVOICE TOTAL:	40.01
6152	11/07/13	01	TRAN#6152	01-003-003-4660 GASOLINE/OIL		11/07/13	25.82
						INVOICE TOTAL:	25.82
6153A	11/07/13	01	TRAN#6153	01-003-003-4660 GASOLINE/OIL		11/07/13	44.80
						INVOICE TOTAL:	44.80
6166	11/07/13	01	TRAN#6166	01-003-003-4660 GASOLINE/OIL		11/07/13	62.00
						INVOICE TOTAL:	62.00
6204	11/07/13	01	TRAN#6204	01-003-003-4660 GASOLINE/OIL		11/07/13	200.01
						INVOICE TOTAL:	200.01
6237	11/07/13	01	TRAN#6237	01-003-003-4660 GASOLINE/OIL		11/07/13	100.00
						INVOICE TOTAL:	100.00
6238	11/07/13	01	TRAN#6238	01-003-003-4660 GASOLINE/OIL		11/07/13	122.00
						INVOICE TOTAL:	122.00
6252	11/07/13	01	TRAN#6252	01-003-003-4660 GASOLINE/OIL		11/07/13	82.20
						INVOICE TOTAL:	82.20
6253	11/07/13	01	TRAN#6253	01-003-003-4660 GASOLINE/OIL		11/07/13	43.00
						INVOICE TOTAL:	43.00

DATE: 11/18/13
TIME: 16:25:35
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

PAGE: 18

INVOICES DUE ON/BEFORE 11/18/2013

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

PETPRO	PETERSEN FUELS INC.						
6264	11/07/13	01	TRAN#6264	01-003-003-4660 GASOLINE/OIL		11/07/13	16.00
						INVOICE TOTAL:	16.00
6265	11/07/13	01	TRAN#6265	52-001-002-4999 SSA EXPENSES		11/07/13	44.65
						INVOICE TOTAL:	44.65
6304	11/07/13	01	TRAN#6304	31-001-003-4660 GASOLINE - OIL		11/07/13	24.00
						INVOICE TOTAL:	24.00
6305	11/07/13	01	TRAN#6305	01-003-003-4660 GASOLINE/OIL		11/07/13	107.01
						INVOICE TOTAL:	107.01
6329	11/07/13	01	TRAN#6329	52-001-002-4999 SSA EXPENSES		11/07/13	31.00
						INVOICE TOTAL:	31.00
6330A	11/07/13	01	TRAN#6330	52-001-002-4999 SSA EXPENSES		11/07/13	3.50
						INVOICE TOTAL:	3.50
6350	11/07/13	01	TRAN#6350	31-001-003-4660 GASOLINE - OIL		11/07/13	11.60
						INVOICE TOTAL:	11.60
6360	11/07/13	01	TRAN#6360	01-003-003-4660 GASOLINE/OIL		11/07/13	81.53
						INVOICE TOTAL:	81.53
6381	11/07/13	01	TRAN#6381	01-003-003-4660 GASOLINE/OIL		11/07/13	150.01
						INVOICE TOTAL:	150.01

DATE: 11/18/13
TIME: 16:25:35
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/18/2013

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

PETPRO PETERSEN FUELS INC.							
6404A	11/07/13	01	TRAN#6404	01-003-003-4660 GASOLINE/OIL		11/07/13	115.00
						INVOICE TOTAL:	115.00
6433	11/07/13	01	TRAN#6433	52-001-002-4999 SSA EXPENSES		11/07/13	18.50
						INVOICE TOTAL:	18.50
6434	11/07/13	01	TRAN#6434	52-001-002-4999 SSA EXPENSES		11/07/13	79.01
						INVOICE TOTAL:	79.01
6444	11/07/13	01	TRAN#6444	01-003-003-4660 GASOLINE/OIL		11/07/13	96.05
						INVOICE TOTAL:	96.05
6500A	11/12/13	01	TRAN #6500	01-003-003-4660 GASOLINE/OIL		11/12/13	96.75
						INVOICE TOTAL:	96.75
6501	11/12/13	01	TRAN 6501	01-003-003-4660 GASOLINE/OIL		11/12/13	73.00
						INVOICE TOTAL:	73.00
						VENDOR TOTAL:	1,804.24
PLHE PLANET HEADSET							
219694-16	11/18/13	01	INV#219694-16	01-002-003-4690 UNIFORMS		11/18/13	97.95
						INVOICE TOTAL:	97.95
						VENDOR TOTAL:	97.95
POPE POLICE PENSTON FUND							
NOV 2013	11/18/13	01	90-000-600-3910	01-002-001-4029 EMPLOYER PENSION CONTRIBUT		11/18/13	21,012.50
						INVOICE TOTAL:	21,012.50
						VENDOR TOTAL:	21,012.50

DATE: 11/18/13
 TIME: 16:25:35
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/18/2013

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

POPH	PURCHASE POWER						
111213	11/12/13	01	ACCT#8000-9090-0333-7198	01-002-002-4320 POSTAGE		11/12/13	142.01
						INVOICE TOTAL:	142.01
						VENDOR TOTAL:	142.01
PROVEN	PROVENA						
145287	11/07/13	01	INV#796-54	01-001-002-4380 OTHER PROF.SERVICES-VILLAG		11/07/13	50.00
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	50.00
RKQUSE	R.K. SERVICES INC.						
304	11/12/13	01	INV#304	01-002-002-4110 MAINTENANCE - VEHL.		11/12/13	42.65
						INVOICE TOTAL:	42.65
318	11/07/13	01	INV#318	01-002-002-4110 MAINTENANCE - VEHL.		11/07/13	38.37
						INVOICE TOTAL:	38.37
319	11/07/13	01	INV#319	01-002-002-4110 MAINTENANCE - VEHL.		11/07/13	334.91
						INVOICE TOTAL:	334.91
323	11/07/13	01	INV#323	01-002-002-4110 MAINTENANCE - VEHL.		11/07/13	39.99
						INVOICE TOTAL:	39.99
328	11/12/13	01	INV#S328	01-002-002-4110 MAINTENANCE - VEHL.		11/12/13	150.37
						INVOICE TOTAL:	150.37
354	11/15/13	01	INV#354	01-002-002-4110 MAINTENANCE - VEHL.		11/15/13	112.51
						INVOICE TOTAL:	112.51

DATE: 11/18/13
TIME: 16:25:35
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

PAGE: 21

INVOICES DUE ON/BEFORE 11/18/2013

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
RKQSE R.K. SERVICES INC.							
367	11/15/13	01	INV#367	01-002-002-4110		11/15/13	112.00
				MAINTENANCE - VEHL.			
						INVOICE TOTAL:	112.00
						VENDOR TOTAL:	830.80
RODB ROGER & DONNA BURNIDGE							
DEC 2013	11/07/13	01	DEC 2013 RENT FOR POLICE DEPT	01-002-002-4280		11/07/13	4,027.00
				RENTALS			
						INVOICE TOTAL:	4,027.00
						VENDOR TOTAL:	4,027.00
SHIN SHERWIN INDUSTRIES, INC.							
SS053105	11/12/13	01	INV#SS053105	01-003-002-4130		11/12/13	1,454.35
				MAINTENANCE - STREETS			
						INVOICE TOTAL:	1,454.35
						VENDOR TOTAL:	1,454.35
SMEC SMITH ECOLOGICAL SYSTEMS CO.							
17777	11/12/13	01	INC#17777	30-001-002-4120		11/12/13	457.12
				MAINT. EQUIP.			
						INVOICE TOTAL:	457.12
						VENDOR TOTAL:	457.12
STAINS STANDARD INSURANCE COMPANY							
DEC 2013	11/18/13	01	ADM	01-001-001-4035		11/18/13	7.83
				EMPLOYER LIFE INS.			
		02	PD	01-002-001-4035			86.14
				EMPLOYER LIFE INS.			
		03	STR	01-003-001-4035			31.32
				EMPLOYER LIFE INS.			

DATE: 11/18/13
 TIME: 16:25:35
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/18/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
STAINS STANDARD INSURANCE COMPANY							
DEC 2013	11/18/13	04	WTR	30-001-001-4035		11/18/13	15.66
				EMPLOYER LIFE INS			
		05	SWR	31-001-001-4035			15.66
				EMPLOYER LIFE INS			
						INVOICE TOTAL:	156.61
						VENDOR TOTAL:	156.61
STAP STAPLES ADVANTAGE							
8027582098	11/15/13	01	INV#8027582098	01-002-003-4650		11/15/13	36.89
				OFFICE SUPPLIES			
						INVOICE TOTAL:	36.89
						VENDOR TOTAL:	36.89
SUTM SUN TIMES MEDIA							
213384	11/12/13	01	STATEMENT #213384	01-001-002-4340		11/12/13	595.17
				PRINT/ADV/FORMS			
						INVOICE TOTAL:	595.17
						VENDOR TOTAL:	595.17
TRCOPR TRAFFIC CONTROL & PROTECTION							
48772	11/15/13	01	INV#78772	15-001-006-4365		11/15/13	2,379.75
				MAINTENANCE			
						INVOICE TOTAL:	2,379.75
						VENDOR TOTAL:	2,379.75
TRDESE VILLAGE OF HAMPSHIRE							
NOV 2013	11/18/13	01	33-000-100-3530	31-001-004-4790		11/18/13	8,820.50
				TRANS DEBT SERV FND-STAG G			
		02	33-000-100-3540	64-004-004-4910			4,620.96
				TRANS TO DEBT P & I			

INVOICES DUE ON/BEFORE 11/18/2013

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

TRDESE	VILLAGE OF HAMPSHIRE						
NOV 2013	11/18/13	03	33-000-100-3550	01-003-004-4790		11/18/13	3,528.25
				TRAN TO DEBT SERV(U.T)			
						INVOICE TOTAL:	16,969.71
						VENDOR TOTAL:	16,969.71
USBL	USA BLUEBOOK						
191750	11/12/13	01	INV#191750	31-001-003-4680		11/12/13	95.36
				OPERATING SUPPLIES			
						INVOICE TOTAL:	95.36
202229	11/18/13	01	INV#202229	31-001-002-4160		11/18/13	808.33
				MAINT. UTILITY SYSTEM			
						INVOICE TOTAL:	808.33
						VENDOR TOTAL:	903.69
USC	U.S. CAVALRY						
2331545	11/08/13	01	INV#2331545	01-002-003-4690		11/08/13	189.93
				UNIFORMS			
						INVOICE TOTAL:	189.93
						VENDOR TOTAL:	189.93
VSP	VISION SERVICE PLAN (IL)						
NOV 2013	11/18/13	01	ADM	01-001-001-4037		11/18/13	5.39
				EMPLOYER VISION INS.			
		02	PD	01-002-001-4037			125.54
				EMPLOYER VISION INS.			
		03	STR	01-003-001-4037			51.34
				EMPLOYER VISION INS.			
		04	WTR	30-001-001-4037			5.39
				EMPLOYER VISION INS			
		05	SWR	31-001-001-4037			22.88
				EMPLOYER VISION INS			
						INVOICE TOTAL:	210.54
						VENDOR TOTAL:	210.54

DATE: 11/18/13
TIME: 16:25:35
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/18/2013

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
WATR	WASCO TRUCK REPAIR CO.						
125753	11/12/13	01	TICKET#125753	01-003-002-4110 MAINTENANCE - VEHICLES		11/12/13	150.50
INVOICE TOTAL:							150.50
VENDOR TOTAL:							150.50
TOTAL AMT. INVOICES:							263,699.16