



Village of Hampshire
Village Board Meeting
Thursday, November 18, 2021 - 7:00 PM
Hampshire Village Hall – 234 S. State Street

AGENDA

1. Call to Order
2. Roll Call to Establish Quorum
3. Pledge of Allegiance
4. Public Comments
5. Approval of Minutes from November 4, 2021
6. Village Manager's Report
 - a. A Motion to Approve the Annual Financial Report for the Fiscal Year Ended April 30, 2021- Lauterbach & Amen LLP
 - b. A Resolution Authorizing the Approval and Execution of a Third Amended and Restated Development Agreement for the Property Identified as the Southerly Acres of Tuscany Woods Subdivision Unit 2 in the Village
 - c. A Resolution Authorizing the Approval and Execution of a Third Amended and Restated Development Agreement for the Property Identified as the Northerly Acres of Tuscany Woods Subdivision Unit 2 in the Village
 - d. A Motion to Approve a Professional Services Agreement with EEI for Lead Service Line Replacement Inventory in the Amount of \$19,606 - State Mandated
 - e. A Resolution Approving a Final Development Plan and Plat of Subdivision for Oakstead Neighborhood School Area of the Oakstead Development in th Village
 - f. An Ordinance Amending the Village Code, Chapter 6: Zoning Regulations to Add Regulations Governing a New Zoning District, Recreational Zoning District, in the Village
 - g. Presentation of Village Snow and Salt Operations
 - h. Presentation of the Special Service Area Levy and Pond Maintenance
7. October Monthly Report
 - a. Financial Report
 - b. Police Incident Report
 - c. Engineering Report
8. Accounts Payable
 - a. A Motion to Approve the November 18, 2021 Accounts Payable to Personnel
 - b. A Motion to Approve the November 18, 2021 Regular Accounts Payable
9. Village Board Committee Reports
 - a. Business Development Commission
 - b. Public Relations
 - c. Public Works

d. Budget

10. New Business

11. Announcements

12. Executive Session – 2-(c)-21 Review of Executive Session Minutes

13. Adjournment

Attendance: By Public Act 101-0640, all public meetings and public hearings for essential governmental services may be held by video or tele conference during a public health disaster, provided there is an accommodation for the public to participate, and submit questions and comments prior to meeting. If you would like to attend this meeting by Video or Tele Conference, you must e-mail the Village Clerk with your request no later than noon (12 PM) two days prior to the meeting, and a link to participate will be sent to your e-mail address the day of the meeting, including all exhibits and other documents (the packet) to be considered at the meeting.

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

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

**REGULAR MEETING OF THE BOARD OF TRUSTEES
MINUTES
November 4, 2021**

The regular meeting of the Village Board of Hampshire was called to order by Village President Michael J. Reid, Jr. at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, November 4, 2021.

Roll Call by Village Clerk Vasquez:

Present: Heather Fodor, Aaron Kelly, Toby Koth, Lionel Mott, Laura Pollastrini, and Erik Robinson.

A quorum was established.

In addition, present in-person were Village Manager Jay Hedges, Village Clerk Linda Vasquez, Finance Director Lori Lyons, Assistant to the Village Manager Josh Wray, Village Attorney Mark Schuster, and Police Chief Brian Thompson. Also, present electronically: Tim Paulson – EEI

President Reid led the Pledge of Allegiance.

MINUTES

Chief Hermann from the Fire Protection District needed to be added to the list of those present.

Trustee Robinson moved to approve the minutes of October 21, 2021, with the changes as stated.

Seconded by Trustee Fodor
Motion carried by roll call vote.
Ayes: Koth, Mott, Pollastrini, Robinson
Nays: None
Abstained: Fodor, Kelly
Absent: None

PROCLAMATION

Village President Reid read the proclamation for Zion United Methodist Church's 175th anniversary and congratulated them.

VILLAGE MANAGER'S REPORT

A Motion to approve for St. Charles of Borromeo School

Village Clerk Vasquez has notified the school they need the correct surety bond, and they plan on getting it as soon as possible.

Trustee Kelly asked if the Village Board had allowed approval for raffles subject to conditions before, which President Reid responded that they had recently.

Trustee Robinson moved to approve Raffle License for St. Charles of Borromeo School pending submittal of the appropriate surety bond.

Seconded by Trustee Pollastrini
Motion carried by roll call vote.
Ayes: Fodor, Kelly, Robinson, Koth, Mott, Pollastrini
Nays: None
Absent: None

Presentation by Da'Brou Construction re: Proposed Romke Rd. Development

President Reid noted that former President Magnussen and Village Manager Hedges met with this group before the last election at the beginning of this project, and the Village Board has received some updates on it, so this is not a new project but rather has been in the works for many months.

Christina Luswick and Peter Da'Brou are partners in Da'Brou Construction. They are purchasing the 40-acre property at the southwest corner of Romke and Route 72 the in June which is part of Tuscan Woods Unit 2 (TW2). They have reached near final agreements with the owners to separate this 40-acre parcel from the TW2 so it can be developed differently. They plan on subdividing the land to have commercial along Route 72, thinking specifically of having three or four commercial parcels that could be developed individually or together if a business wanted to have more than one parcel. For the rear portion of the property, they are planning a nice apartment complex that will be marketed towards young families/individuals not yet ready for a full house as well as older folks scaling down. There are a few options for an interior street to separate the commercial from the residential, which will be worked out as they learn more about the topography once the corn is down. Approximately 6 acres in the southwest part of the parcel is wetland, so there will just be open space and stormwater ponds in that area.

Trustee Fodor said the different apartment complex examples/concepts looked very nice, but she's wondering about how affordable this housing will really be. She and other Board members noted they don't want this to be priced out of what Hampshire residents can afford. Da'Brou has not decided on price yet since they do not know what exactly they are building, but they said there will likely be opportunities for 1-bedroom and possibly studio units that will be more affordable. Da'Brou noted that taller apartment complexes make the units more affordable because they can spread certain fixed costs over more units. The Village Code currently allows for three floors, so that may be something to consider.

An Ordinance approving a variance of the requirements for setback from alleyway in the R-2 Single Family Residential Zoning District for the proposed garage at 304 Park Street in the Village

Mr. Hedges introduced these three ordinances for variance all regarding one proposed project. The Planning and Zoning Commission took these three questions separately and voted in approval of the first two but against the third.

Planning and Zoning Commission Chairman Bryan Mroch describe the Commission's meeting where the property owner, Mr. Tully, presented a proposal to expand his current garage while also moving it out of the alley since it currently sits about one and one-half (1.5) feet in the alley. Since Mr. Tully is improving the condition and aesthetic of his garage as well as moving it out of the alley in this older part of town where many properties do not follow the current code, the Commission felt they should give Mr. Tully some wiggle room on this project. The Commission was in favor of allowing the variances for the setbacks, but it felt the request for a twenty-three-foot building height was too amorphous in that there was not enough justification for such a tall height. Mr. Tully did include additional drawings and information in the packet for the Village Board as the Planning and Zoning Commission suggested.

The Village Board was comfortable with the setback variance requests, so Mr. Tully walked the Village Board through drawings and described the justification for the building height. He noted that (1) he restores classic cars in his garage as a hobby and uses a car lift, so a taller height is needed, and (2) the twenty-three-foot height is needed to keep a pitch that closely matches the house so that they have the same general aesthetic character. He also presented some shorter heights that could be built, but those would limit the use of his garage for general storage and other work since the loft would be very small. Additionally, a fifteen-foot roof on this structure would require custom framing to hold the snow load.

Trustee Kelly asked if renovation actually causes the code requirements to activate on a

grandfathered structure. Attorney Schuster responded yes in this case because this project is an expansion, and possibly a replacement, rather than simply a remodel/renovation of an existing building that will maintain the same size and use. Trustee Koth asked if the Village Board should require this grandfathered building to move out of the alley since a building inspector back when the garage was built was the person who approved the location in the alley.

Mr. Mroch noted that he believes the questions/concerns about the twenty-three-foot height the Planning and Zoning Commission had have been addressed in Mr. Tully's presentation before the Village Board.

Trustee Pollastrini asked if Mr. Tully had any conversations with his neighbors beyond the required notification. Mr. Tully did speak with every neighbor except the one to the south because that house is currently unoccupied, and all his neighbors were in support.

Trustee Pollastrini asked if anyone would be living in the loft space. Mr. Tully said no; the loft will be used for storage and machining work.

Trustee Pollastrini expressed she still thinks twenty-three feet is just too high with all the other houses so close by. She said it almost looks like the garage is another house on the property – it won't blend well. She said it reminds her of a farm garage a tractor might go in.

Trustee Mott moved to approve Ordinance 21-41: approving a variance of the requirements for setback from alleyway in the R-2 Single Family Residential Zoning District for the proposed garage at 304 Park Street in the Village.

Seconded by Trustee Robinson

Motion carried by roll call vote.

Ayes: Fodor, Kelly, Robinson, Koth, Mott, Pollastrini

Nays: None

Absent: None

An Ordinance approving a variance of the requirements for side yard setback from the southerly lot line in the R-2 Single Family Residential Zoning District for the proposed garage at 304 Park Street in the Village

See discussion from previous ordinance.

Trustee Robinson moved to approve Ordinance 21-42: approving a variance of the requirements for side yard setback from the southerly lot line in the R-2 Single Family Residential Zoning District for the proposed garage at 304 Park Street in the Village

Seconded by Trustee Fodor

Motion carried by roll call vote.

Ayes: Fodor, Kelly, Pollastrini, Robinson, Koth, Mott

Nays: None

Absent: None

An Ordinance approving a variance or the requirements for maximum height of an accessory structure, in the R-2 Single Family Residential Zoning District for the proposed garage at 304 Park Street in the Village

See discussion from previous ordinance.

President Reid reminded the Board that the ordinance is currently set to allow a height of twenty-three (23) feet.

Trustee Robinson moved to approve Ordinance 21-43; approving a variance or the

requirements for maximum height of an accessory structure, in the R-2 Single Family Residential Zoning District for the proposed garage at 304 Park Street in the Village.

Seconded by Trustee Mott
Motion carried by roll call vote.
Ayes: Fodor, Kelly, Robinson, Koth, Mott
Nays: Pollastrini
Absent: None

A Motion to approve payment of \$131,491.16 to Peter Baker & Son Co for the Julie Lane resurfacing project. (Payment withholds 5% or \$7,078.48 retainage)

Village Manager Hedges noted that this project went very smoothly and that it has come in several thousand dollars underbudget.

Trustee Kelly asked why these project payments come before the Village Board separately rather than in the Accounts Payable. Mr. Hedges responded that it is just a matter of practice and not a specific requirement.

Mr. Paulsen from EEI noted there is a typo on the agenda and that the correct payment amount is \$134,491.16.

Trustee Koth moved, to approve payment of \$134,491.16 to Peter Baker & Son Co for the Julie Lane resurfacing project.

Seconded by Trustee Kelly
Motion carried by roll call vote.
Ayes: Fodor, Kelly, Pollastrini, Robinson, Koth, Mott
Nays: None
Absent: None

An Ordinance amending the Village Code, Chapter 6: Zoning Regulations to require written notification to certain nearby property owners regarding petitions for zoning relief

The prior Zoning Board of Appeals had a working rule that petitions for special use should include notification to nearby property owners, but that rule was never codified like it is for variances. This ordinance would codify a requirement for the same notification requirements for petitions for any type of zoning relief and would provide standardization for staff and the Planning and Zoning Commission as well as clearer expectations for applicants.

Trustee Pollastrini moved to approve Ordinance 21-44: amending the Village Code, Chapter 6: Zoning Regulations to require written notification to certain nearby property owners regarding petitions for zoning relief.

Seconded by Trustee Fodor
Motion carried by roll call vote.
Ayes: Fodor, Kelly, Pollastrini, Robinson, Koth, Mott
Nays: None
Absent: None

An Ordinance amending the Village Code, Chapter 6: Zoning Regulations to add regulations governing a new zoning district, recreational zoning district, in the Village

Mr. Hedges asked for this item to be tabled because the ordinance and supporting documents were omitted from the packet.

Trustee Pollastrini moved to table the Ordinance amending the Village Code, Chapter 6: Zoning Regulations to add regulations governing a new zoning district, recreational zoning

district, in the Village.

Seconded by Trustee Fodor
Motion carried by roll call vote.
Ayes: Fodor, Kelly, Pollastrini, Robinson, Koth, Mott
Nays: None
Absent: None

A Resolution determining the request of \$1,210,000 to be levied for the 2021 tax year through real estate taxes for the Village of Hampshire, Kane County, Illinois

Finance Director Lyons briefly explained this step in the process for the levy, but she will make a very thorough presentation at the next step during the public hearing at the Village Board's December 2 meeting. The purpose of this step is to announce the intended levy at least twenty (20) days ahead of actually setting it.

Trustee Kelly wanted to note that this is not a tax increase. This is the annual levy that generally increases each year because more properties with higher tax value have been added to the Village. Every year people see this process happening and think the Village Board is raising property taxes, but that is not what is happening here. The average tax bill should remain about the same depending on how the property is valued by the Township Assessor for the new taxing year.

Trustee Robinson approved Resolution 21-12; determining the request of \$1,210,000 to be levied for the 2021 tax year through real estate taxes for the Village of Hampshire, Kane County, Illinois.

Seconded by Trustee Fodor
Motion carried by roll call vote.
Ayes: Fodor, Kelly, Pollastrini, Robinson, Koth, Mott
Nays: None
Absent: None

MONTHLY REPORTS

Streets Report

Village Manager Hedges walked through the report from Streets Supervisor Dave Starrett. Public Works is getting ready for the winter season, checking the equipment and trucks.

Building Permits

Asst. to the Village Manager Wray reported the October performance metrics for the building department. A few additional notes were that 7 new home permits have been pulled for Tamms Farm, Stanley has begun work on his property along Allen Rd. for self-storage facilities, and the Village received permit applications for 2 temporary COVID testing sites.

Trustee Robinson appreciates access to testing but is worried about having a bunch of these container-style buildings pop up around the Village. Village Manager Hedges said staff will investigate how the Village can regulate them. Trustee Robinson asked if these COVID testing sites are being funded by government money, and Mr. Hedges described that it seems to be a very competitive business that is state or federally funded.

Trustee Kelly asked if these containers are allowed to be there without having their permits, and Mr. Wray responded that they are not to be operating until they have received their permits and passed their inspections. President Reid noted that they would have come to the Village and gotten their permits first in a perfect world, but the containers got there first, and the Village then stepped-in to ensure everything was done properly according to the code requirements.

ACCOUNTS PAYABLE

A Motion to approve the November 4, 2021 Accounts Payable to Personnel

Trustee Kelly moved to approve the Accounts Payable for John Huff and Shawna Davis in the sum of \$218.88 paid on or before November 10, 2021.

Seconded by Trustee Robinson
Motion carried by roll call vote.
Ayes: Fodor, Kelly, Pollastrini, Robinson, Koth, Mott
Nays: None
Absent: None

A Motion to approve the November 4, 2021 Regular Accounts Payable

Trustee Robinson asked why the Village is refunding so much for someone's water bill. Finance Director Lyons explained that she moved out but had an autopayment set up that she did not cancel, so she paid several months beyond what she was responsible for.

Trustee Robinson asked about the large payment to IDOT. Mr. Hedges explained that this is 80% of the Village share for the Rt. 72 & State intersection project. Trustee Kelly asked why we are paying 80% of the share now. Ms. Lyons explained that the 80% was due upon contract award per the intergovernmental agreement. Several members of the Board are just frustrated that the Village is paying so much money when work has been set for the spring when we thought it would begin in the fall. The only requirement for the contractor is the completion date, not a start date.

Trustee Pollastrini asked what the sales tax rebate for Siegel's Cabinets is for. Ms. Lyons explained that this was a very vibrant company in Hampshire for many years, but now they only have a sales office here which still entitles Hampshire to receive all the sales tax from the company. The agreement for perpetuity is to rebate 50% of that sales tax to entice the company to keep the sales office open in Hampshire rather than move it to one of its other locations where Hampshire would receive none of the sales tax.

Trustee Robinson moved to approve the Accounts Payable in the sum of \$710,926.78 paid on or before November 10, 2021.

Seconded by Trustee Mott
Motion carried by roll call vote.
Ayes: Fodor, Kelly, Pollastrini, Robinson, Koth, Mott
Nays: None
Absent: None

COMMITTEE / COMMISSION REPORTS

- a) Business Development Commission – Trustee Kelly reported a meeting will be held on November 10 at 6:30 p.m. at Village Hall. All are welcome.
- b) Public Relations – Trustee Fodor reported there will be no meeting this month because of Thanksgiving.
- c) Public Works – No report
- d) Budget Committee – Trustee Pollastrini reported we are moving forward with the budget cycle.

ANNOUNCEMENTS

Trustee Koth thanked everyone who participated at our Chili Cook-Off. Utilities Supervisor Mark Montgomery won.

This Saturday is the Holiday on State, and St. Nick will be at the Bassett rescue from 10 am to 4 pm if anyone has free time and would like to help.

We will be putting up our sign for letters to Santa above the water bill slot on November 18. The board members have always written letters back from Santa, so President Reid asked all the trustees to please help if they can.

The Holiday Fest on State Street will be on December 11 from 2:30-4:30 PM and will combine the formerly separate events held by the Library and the Park District along with the parade to follow. State Street between Jackson and Jefferson will be closed.

brief power outage

Trustee Fodor congratulated Hampshire High School cross-country team is going to the state finals. We wish them the best.

Trustee Robinson asked again to please wear your mask and be social distancing. D300 has shown that they will shut down again if the numbers go up, and kids need to be in school.

Trustee Fodor is collecting cooking oils for the D300 Food Pantry. Please see her if you would like to donate or help collect items.

ADJOURNMENT

Trustee Kelly moved to adjourn the Village Board meeting at 8:57 p.m.

Seconded by Trustee Robinson

Motion carried by roll call vote.

Ayes: Fodor, Kelly, Pollastrini, Robinson, Koth, Mott, Pollastrini

Nays: None

Absent: None

Linda Vasquez Village Clerk



October 26, 2021

The Honorable Village President
Members of the Board of Trustees
Village of Hampshire, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Hampshire, Illinois for the year ended April 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated October 26, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Village are described in the Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended April 30, 2021. We noted no transactions entered into by the Village of Hampshire during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the governmental and business-type activities' financial statements was:

Management's estimate of the depreciation expense on capital assets is based on assumed useful lives of the underlying capital assets. We evaluated the key factors and assumptions used to develop the depreciation expense estimate in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Significant Audit Findings – Continued

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Any material misstatements detected as a result of audit procedures were corrected by management.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated October 26, 2021.

Management Consultations with Other Independent Auditors

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Village's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Village's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Other Matters – Continued

We were engaged to report on the other supplementary information and supplemental schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with the accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory section, which accompanies the financial statements but is not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, and we do not express an opinion or provide any assurance on it.

Restrictions on Use

This information is intended solely for the use of the Board of Trustees and management of the Village and is not intended to be, and should not be, used by anyone other than these specified parties.

We wish to express our gratitude to the Board of Trustees and staff (in particular the Finance Department) of the Village of Hampshire, Illinois for their valuable cooperation throughout the audit engagement.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

VILLAGE OF HAMPSHIRE,
ILLINOIS

MANAGEMENT LETTER

FOR THE FISCAL YEAR ENDED
APRIL 30, 2021



October 26, 2021

The Honorable Village President
Members of the Board of Trustees
Village of Hampshire, Illinois

In planning and performing our audit of the financial statements of the Village of Hampshire (Village), Illinois, for the year ended April 30, 2021, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control structure.

We do not intend to imply that our audit failed to disclose commendable aspects of your system and structure. For your consideration we herein submit our comments and suggestions which are designed to assist in effecting improvements in internal controls and procedures. Those less significant matters, if any, which arose during the course of the audit, were reviewed with management as the audit field work progressed.

The accompanying comments and recommendations are intended solely for the information and use of the Finance Committee, Board of Trustees, management, and others within the Village of Hampshire, Illinois.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various Village personnel. We would be pleased to discuss our comments and suggestions in further detail with you at your convenience, to perform any additional study of these matters, or to review the procedures necessary to bring about desirable changes.

We commend the finance department for the well-prepared audit package and we appreciate the courtesy and assistance given to us by the entire Village staff.

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

CURRENT RECOMMENDATION

1. GASB STATEMENT NO. 87 LEASES

Comment

In June 2017, the Governmental Accounting Standards Board (GASB) issued Statement No. 87, *Leases*, which provides guidance regarding the information needs of financial statement users by improving accounting and financial reporting for leases by governments. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. In accordance with GASB Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*, which was issued as temporary relieve to governments and other stakeholders in light of the COVID-19 pandemic, GASB Statement No. 87, *Leases* is applicable to the Village's financial statements for the year ended April 30, 2023.

Recommendation

Lauterbach & Amen, LLP will work directly with the Village to review the new lease criteria in conjunction with the Village's current leases to determine the appropriate financial reporting for these activities under GASB Statement No. 87.

Management's Response

Management acknowledges this comment and will work to implement it by April 30, 2023, as required by GASB.

PRIOR RECOMMENDATIONS

1. **BANK RECONCILIATIONS – NOT PERFORMING MONTHLY**

Comment

Previously, we found that the bank reconciliations were not being performed on a monthly basis. One of the most important internal control features over cash receipts and disbursements is the preparation of the monthly bank reconciliation. By not preparing monthly bank reconciliation's, errors and omissions may occur and not be detected on a timely basis.

Recommendation

We recommended as a means of better control, that bank reconciliations be performed each month and any variances be investigated and adjusted immediately.

Status

This comment has been implemented and will not be repeated in the future.

2. **TIMELINESS OF AUDIT**

Comment

Financial statements should be completed within six months of the fiscal year end to ensure the financial statements are not reporting stale information that provides minimal value to the users of the financial statements.

Recommendation

We recommended that the Village review financial information throughout the year and start preparing for the audit prior to year-end. This can be accomplished by management reconciling bank accounts on a monthly basis by the 15th of the next month, periodically reconciling general ledger accounts throughout the year, and reporting to the Board of Trustees on a monthly basis with financial statements detailing budget to actual amounts in order to ensure Village spending is in accordance with the budget ordinance. Completing these procedures will result in less audit preparation time after the year end and ensure timely financial reporting.

Status

This comment has been implemented and will not be repeated in the future.

PRIOR RECOMMENDATIONS – Continued

3. FUNDS OVER BUDGET

Comment

Previously and during our year-end audit procedures, we noted that the following funds had an excess of actual expenditures over budget for the fiscal year:

Fund	April 30, 2021	April 30, 2020
Transportation Impact Fees	\$ 247	2,682
Road and Bridge	-	27,491
Evidence	-	553
Hotel/Motel Tax	-	2,016
Capital Bonds	-	148,884
Capital Improvement	72,691	-
Early Warning Impace Fees	-	22
Garbage	94,178	62,859
Police Pension	18,403	45
Special Service Areas #9, #14, and #16 - #19	-	87,983

Recommendation

We recommended the Village investigate the causes of the funds over budget and adopt appropriate future funding measures.

Status

This comment has not been implemented and will be repeated in the future.

Management Response

Management understands the importance of thorough, timely monitoring of revenue and expenditures as well as the cause of funds being over budget, and measures will be undertaken to assure appropriate funding.

PRIOR RECOMMENDATIONS – Continued

4. **FUNDS WITH DEFICIT FUND BALANCE**

Comment

Previously and during our year-end audit procedures, we noted that the below funds had a deficit fund balance. See the following April 30, 2020 fund balance compared to the April 30, 2021 fund balance:

<u>Fund</u>	<u>April 30, 2021</u>	<u>April 30, 2020</u>
Tax Increment Financing	\$ 361,643	367,180
Evidence	-	430

Recommendation

We recommended the Village investigate the causes of the deficit and adopt appropriate future funding measures.

Status

This comment has not been implemented and will be repeated in the future.

Management Response

Management understands the importance of funds retaining a positive fund balance. It is expected that the infrastructure projects undertaken in the TIF, as well as the private and public investment through TIF and façade grants, will increase the assessed value of the improved properties thereby increasing the tax revenue generated within the TIF district.

5. **COMMINGLED CASH**

Comment

Previously and during our current year-end audit procedures, we noted that the Village's commingled cash allocations between various funds resulted in significant positive and negative cash balances.

There are many advantages to cash commingling, such as increasing the funds available for investment opportunities. However, the allocation process should represent accurately each fund's percentage ownership of the cash balance.

PRIOR RECOMMENDATIONS – Continued

5. **COMMINGLED CASH – Continued**

Recommendation

We recommended that the Village review the process for allocation of the commingled cash balances and adjust the balances as appropriate.

Status

This comment has not been implemented and will be repeated in the future.

Management Response

We are in agreement with your recommendation and are modifying our procedures to assure that each fund's ownership of comingled cash is accurately represented.

6. **ESCROW DEPOSITS AND DEPOSITS HELD FOR REFUND**

Comment

Previously and during our current year-end audit procedures, we noted that the Village does not reconcile escrow deposits or the deposits held for refund to the general ledger on a monthly basis.

Recommendation

We recommended that the Village reconcile the escrow deposits and deposits held for refund on a monthly basis.

Status

This comment has not been implemented and will be repeated in the future.

Management Response

We understand the importance of reconciling the escrow deposits and other deposits held. Active accounts are now being reconciled on a regular basis and steps have been undertaken to review other accounts for possible other action.

PRIOR RECOMMENDATIONS – Continued

7. **PERSONNEL MANUAL**

Comment

Previously and during our current year-end audit procedures, we noted that the Village does not have a formal written personnel manual.

Recommendation

We recommended that the Village create and adopt a formal personnel manual, which outlines policies related to employment, including working hours, employee benefits, holidays, etc.

Status

This comment has not been implemented and will be repeated in the future.

Management Response

We agree with your recommendation that the Village would benefit from a formal written personnel manual. The Village is in the process of reviewing and updating the personnel manual.

VILLAGE OF HAMPSHIRE, ILLINOIS

ANNUAL FINANCIAL REPORT

**FOR THE FISCAL YEAR ENDED
APRIL 30, 2021**

VILLAGE OF HAMPSHIRE, ILLINOIS

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INTRODUCTORY SECTION

VILLAGE OF HAMPSHIRE, ILLINOIS

**List of Principal Officials
April 30, 2021**

VILLAGE PRESIDENT

Michael J. Reid, Jr.

VILLAGE BOARD OF TRUSTEES

Aaron Kelly

Heather Fodor

Toby Koth

Lionel Mott

Laura Pollastrini

Erik Robinson

ADMINISTRATIVE

Jay Hedges, Village Manager

Linda R. Vasquez, Village Clerk

Lori A. Lyons, Finance Director

FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

This section includes the opinion of the Village's independent auditing firm.



INDEPENDENT AUDITORS' REPORT

October 26, 2021

The Honorable Village President
Members of the Board of Trustees
Village of Hampshire, Illinois

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Hampshire, Illinois, as of and for the year ended April 30, 2021, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Village's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Hampshire, Illinois, as of April 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis as listed in the table of contents and budgetary information reported in the required supplementary information as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village of Hampshire, Illinois' basic financial statements. The introductory section, other supplementary information, and supplemental schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The other supplementary information and supplemental schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the other supplementary information and supplemental schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

MANAGEMENT'S DISCUSSION AND ANALYSIS

VILLAGE OF HAMPSHIRE, ILLINOIS

Management's Discussion and Analysis April 30, 2021

Our discussion and analysis of the Village of Hampshire's financial performance provides an overview of the Village's financial activities for the fiscal year ended April 30, 2021. Please read it in conjunction with the Village's financial statements, which can be found in the basic financial statements section of this report.

FINANCIAL HIGHLIGHTS

- The Village's net position increased as a result of this year's operations. Net position of the governmental activities increased by \$1,034,553, or 3.7 percent and net position of the business-type activities increased by \$7,292, or 0.0 percent.
- During the year, government-wide revenues for the primary government totaled \$9,495,518 while expenses totaled \$8,453,673, resulting in an increase to net position of \$1,041,845.
- The Village's net position totaled \$75,548,642 on April 30, 2021, which includes \$73,309,556 net investment in capital assets, \$2,894,177 subject to external restrictions, and (\$655,091) unrestricted net position that may be used to meet the ongoing obligations to citizens and creditors.
- The General Fund reported an increase in fund balance this year of \$221,661, resulting in ending fund balance of \$1,787,614, an increase of 14.2 percent.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities provide information about the activities of the Village as a whole and present a longer-term view of the Village's finances. For governmental activities, these statements tell how these services were financed in the short term as well as what remains for future spending. Fund financial statements also report the Village's operations in more detail than the government-wide statements by providing information about the Village's most significant funds.

Government-Wide Financial Statements

The government-wide financial statements provide readers with a broad overview of the Village's finances, in a manner similar to a private-sector business. The government wide financial statements can be found in the financial section of this report.

The Statement of Net Position reports information on all of the Village's assets and deferred outflows of resources and liabilities and deferred inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Village is improving or deteriorating. Consideration of other nonfinancial factors, such as changes in the Village's property tax base and the condition of the Village's capital assets, is needed to assess the overall health of the Village.

VILLAGE OF HAMPSHIRE, ILLINOIS

Management's Discussion and Analysis April 30, 2021

USING THIS ANNUAL REPORT – Continued

Government-Wide Financial Statements – Continued

The Statement of Activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the Village that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Village include general government, highways and streets, police protection, and economic development. The business-type activities of the Village include water, sewer, and garbage operations.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Village, like other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Village can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the Village's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison between governmental funds and governmental activities.

The Village maintains fifteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General, Tax Increment Financing, Transportation Impact Fees, and Public Use Funds, all of which are considered major funds. Data from the other eleven governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

VILLAGE OF HAMPSHIRE, ILLINOIS

Management's Discussion and Analysis April 30, 2021

USING THIS ANNUAL REPORT – Continued

Fund Financial Statements – Continued

Governmental Funds – Continued

The Village adopts an annual appropriated budget for all governmental funds except the TIF Revenue Bonds of 2009A/Tuscany Woods Line of Credit Fund, the Evidence Fund, Capital Bonds Fund, and the Early Warning Impact Fees Fund. A budgetary comparison schedule for the budgeted funds has been provided to demonstrate compliance with this budget.

Proprietary Funds

The Village maintains one proprietary fund type: enterprise funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The Village utilizes enterprise funds to account for its water, sewer and garbage operations.

Proprietary fund financial statements provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Water and Sewer Fund and the Garbage Fund, which are considered to be major funds of the Village.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the Village of Hampshire's own programs. The accounting use for fiduciary funds is much like that used for proprietary funds.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Village's General Fund budgetary comparison schedule and disclosures regarding the Village's Illinois Municipal Retirement Fund and Police Pension Fund. Required supplementary information can be found in the financial section of this report. The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information.

VILLAGE OF HAMPSHIRE, ILLINOIS

Management's Discussion and Analysis April 30, 2021

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of a government's financial position. The following tables show that in the case of the Village, assets/deferred outflows exceeded liabilities/deferred inflows by \$75,548,642.

	Net Position					
	Governmental Activities		Business-Type Activities		Totals	
	2021	2020	2021	2020	2021	2020
Current and Other Assets	\$ 7,034,885	6,358,698	3,010,124	2,517,525	10,045,009	8,876,223
Capital Assets	30,545,090	30,153,668	45,146,161	46,128,227	75,691,251	76,281,895
Total Assets	37,579,975	36,512,366	48,156,285	48,645,752	85,736,260	85,158,118
Deferred Outflows	1,081,738	1,129,482	347,065	14,780	1,428,803	1,144,262
Total Assets/Deferred Outflows	38,661,713	37,641,848	48,503,350	48,660,532	87,165,063	86,302,380
Long-Term Debt	5,973,682	6,430,327	988,057	979,304	6,961,739	7,409,631
Other Liabilities	1,016,676	1,325,087	625,165	839,328	1,641,841	2,164,415
Total Liabilities	6,990,358	7,755,414	1,613,222	1,818,632	8,603,580	9,574,046
Deferred Inflows	2,925,205	2,174,837	87,636	46,700	3,012,841	2,221,537
Total Liabilities/Deferred Inflows	9,915,563	9,930,251	1,700,858	1,865,332	11,616,421	11,795,583
Net Position						
Net Investment in						
Capital Assets	29,142,699	28,476,351	44,166,857	44,650,887	73,309,556	73,127,238
Restricted	2,894,177	2,550,137	-	-	2,894,177	2,550,137
Unrestricted (Deficit)	(3,290,726)	(3,314,891)	2,635,635	2,144,313	(655,091)	(1,170,578)
Total Net Position	28,746,150	27,711,597	46,802,492	46,795,200	75,548,642	74,506,797

A large portion of the Village's net position, \$73,309,556 or 97.0 percent, reflects its investment in capital assets (for example, land, construction in progress, buildings and improvements, vehicles, machinery and equipment, and infrastructure and underground water and sewer lines), less any related debt used to acquire those assets that is still outstanding. The Village uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Village's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion, \$2,894,177 or 3.8 percent, of the Village's net position represents resources that are subject to external restrictions on how they may be used, specifically for debt service requirements. The remaining balance of unrestricted net position is (\$655,091) or (0.9) percent.

VILLAGE OF HAMPSHIRE, ILLINOIS

Management's Discussion and Analysis April 30, 2021

GOVERNMENT-WIDE FINANCIAL ANALYSIS – Continued

	Changes in Net Position					
	Governmental		Business-Type		Totals	
	Activities		Activities			
	2021	2020	2021	2020	2021	2020
Revenues						
Program Revenues						
Charges for Services	\$ 763,345	866,606	3,338,374	3,305,204	4,101,719	4,171,810
Operating Grants/Contrib.	776,545	207,974	79,300	-	855,845	207,974
Capital Grants/Contrib.	495,127	-	220,060	-	715,187	-
General Revenues						
Taxes						
Property Taxes	1,290,073	1,206,985	-	-	1,290,073	1,206,985
Sales and Use Taxes	974,800	867,993	-	-	974,800	867,993
Income Taxes	886,173	801,773	-	-	886,173	801,773
Utility Taxes	388,327	385,774	-	-	388,327	385,774
Cannabis Excise Taxes	5,459	1,375	-	-	5,459	1,375
Hotel/Motel Taxes	14,093	22,988	-	-	14,093	22,988
Intergovernmental - Unrestricted						
Replacement Taxes	24,883	26,560			24,883	26,560
Investment Income	6,963	68,640	19	44	6,982	68,684
Miscellaneous	231,511	225,683	466	881	231,977	226,564
Total Revenues	5,857,299	4,682,351	3,638,219	3,306,129	9,495,518	7,988,480
Expenses						
General Government	986,930	1,103,974	-	-	986,930	1,103,974
Highways and Streets	1,852,677	1,575,388	-	-	1,852,677	1,575,388
Police Protection	2,010,272	4,745,681	-	-	2,010,272	4,745,681
Planning and Zoning	1,103	732	-	-	1,103	732
Interest on Long-Term Debt	56,228	54,532	-	-	56,228	54,532
Water and Sewer	-	-	2,848,264	2,886,665	2,848,264	2,886,665
Garbage	-	-	698,199	653,034	698,199	653,034
Total Expenses	4,907,210	7,480,307	3,546,463	3,539,699	8,453,673	11,020,006
Change in Net Position Before Transfers	950,089	(2,797,956)	91,756	(233,570)	1,041,845	(3,031,526)
Transfers	84,464	-	(84,464)	-	-	-
Change in Net Position	1,034,553	(2,797,956)	7,292	(233,570)	1,041,845	(3,031,526)
Net Position - Beginning	27,711,597	30,509,553	46,795,200	47,028,770	74,506,797	77,538,323
Net Position-Ending	28,746,150	27,711,597	46,802,492	46,795,200	75,548,642	74,506,797

Net position of the Village's governmental activities increased by 3.7 percent (\$28,746,150 in 2021 compared to \$27,711,597 in 2020). Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints, was a deficit of \$3,290,726 at April 30, 2021.

Net position of business-type activities increased by less than one percent (\$46,802,492 in 2021 compared to \$46,795,200 in 2020).

VILLAGE OF HAMPSHIRE, ILLINOIS

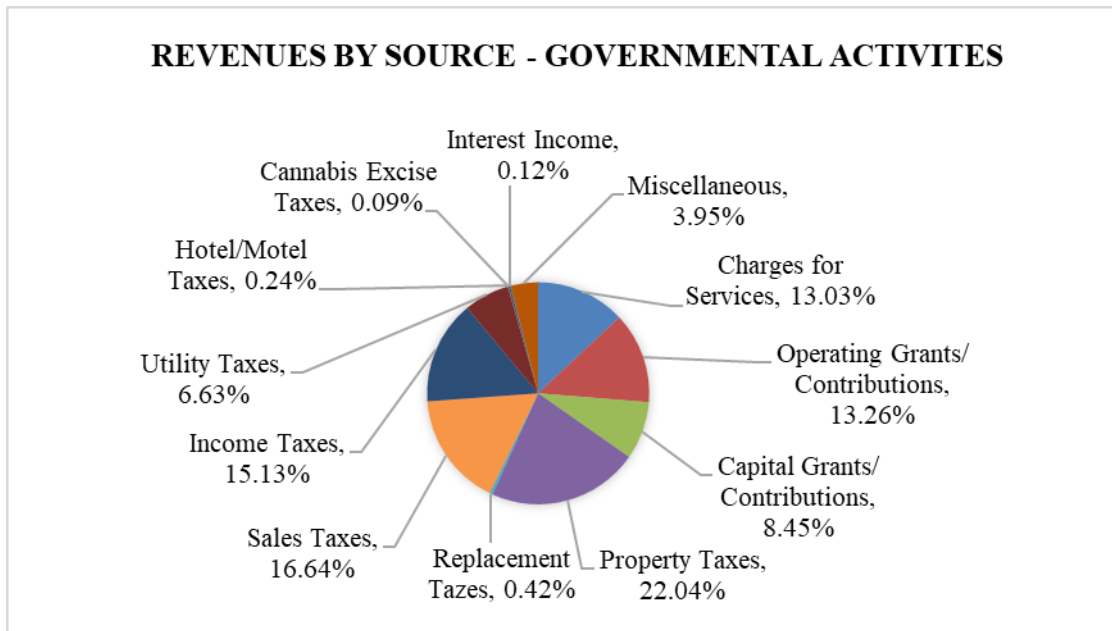
Management's Discussion and Analysis April 30, 2021

GOVERNMENT-WIDE FINANCIAL ANALYSIS – Continued

Governmental Activities

Revenues for governmental activities totaled \$5,857,299, while the cost of all governmental functions totaled \$4,907,210. This results in an increase of \$950,089 before a transfer in of \$84,464 from the Water and Sewer Fund. In 2020, revenues of \$4,682,351 were less than expenses of \$7,480,307 resulting in a decrease of \$2,797,956. During 2021, the Village continued to see increases in some of its state shared revenues; revenues for the governmental activities increased \$1,174,948, while expenses decreased \$2,573,097.

The following table graphically depicts the major revenue sources of the Village. It depicts very clearly the reliance of property taxes and state shared revenues to fund governmental activities. It also clearly identifies the less significant percentage the Village receives from utility taxes and telecommunication taxes.



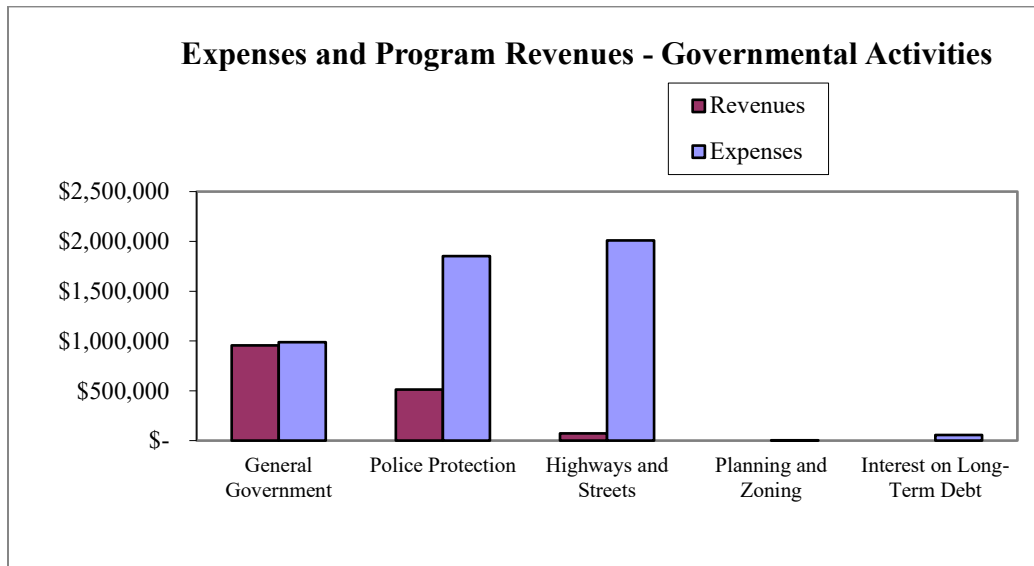
VILLAGE OF HAMPSHIRE, ILLINOIS

Management's Discussion and Analysis April 30, 2021

GOVERNMENT-WIDE FINANCIAL ANALYSIS – Continued

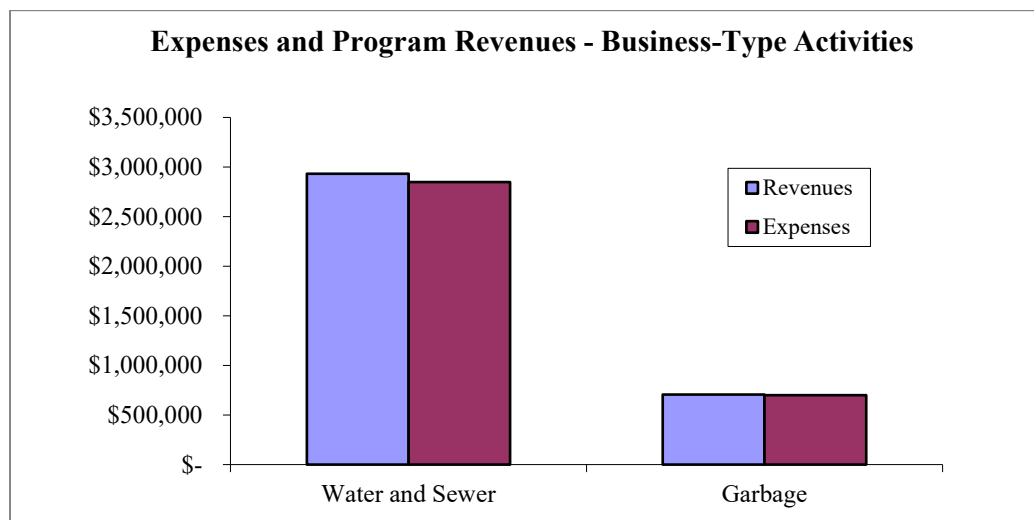
Governmental Activities – Continued

The 'Expenses and Program Revenues' Table identifies those governmental functions where program expenses greatly exceed revenues.



Business-Type Activities

Business-Type activities reported total revenues of \$3,638,219, while the cost of all business-type activities totaled \$3,546,463. This results in an increase to net position of \$91,756, before transfers out of \$84,464. In 2020, revenues of \$3,306,129 were less than expenses of \$3,539,699, resulting in a decrease in net position of \$233,570. The increase in the current year is a result of a capital contribution.



The above graph compares program revenues to expenses for utility operations.

VILLAGE OF HAMPSHIRE, ILLINOIS

Management's Discussion and Analysis April 30, 2021

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the Village uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the Village's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The Village's governmental funds reported combining ending fund balances of \$4,204,542, which is \$558,391 higher than last year's total of \$3,646,151. Of the \$4,204,542 total, the Village has an unassigned fund balance of \$1,228,678.

The General Fund reported fund balance for the year of \$1,787,614. Total revenues in the General Fund were \$498,123 higher than the amount budgeted due primarily to the number of building permits issued, tax collections coming in higher than budgeted, conservative budgeting for State shared revenues, and grant revenue of \$367,910. In addition, expenditures were \$46,545 lower than budgeted. These factors resulted in an overall increase in fund balance of \$221,661 or 14.2%.

The General Fund is the chief operating fund of the Village. At April 30, 2021, unassigned fund balance in the General Fund was \$1,590,321 which represents 89.0 percent of the total fund balance of the General Fund. As a measure of the General Fund's liquidity, it may be useful to compare unassigned fund balance to total fund expenditures. Unassigned fund balance in the General Fund represents approximately 36.7 percent of total General Fund expenditures.

The Village reports one special revenue fund as a major fund: The Tax Increment Financing Fund. The Tax Increment Financing Fund reported an increase in fund balance of \$5,537. This is due to the annual payment of the 2016 General Obligation Bond offset by the transfer in from the Public Use Fund.

The Village reports two capital projects funds as major funds: Transportation Impact Fees Fund and Public Use Fund. The Transportation Impact Fees Fund reported an increase in fund balance of \$102,821 due to the Village spending less on various projects during the current year. The Public Use Fund reported an increase of \$14,981.

All other governmental funds of the Village are reported as nonmajor funds, including the Motor Fuel Tax Fund, Road and Bridge Fund, Special Service Areas Fund, Evidence Fund, Hotel/Motel Tax Fund, Capital Bonds Fund, Capital Improvements Fund, TIF Revenue Bonds of 2009A/Tuscany Woods Line of Credit Fund, Equipment Replacement Fund, and Early Warning Impact Fee Fund.

VILLAGE OF HAMPSHIRE, ILLINOIS

Management's Discussion and Analysis April 30, 2021

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS – Continued

Proprietary Funds

The Village's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The Village reports the Water and Sewer Fund as a major proprietary fund that account for the provision of water and sewer services to the residents of the Village. In the current year, the Water and Sewer Fund reported a decrease in net position of \$111 due mainly to depreciation costs and a transfer out of \$84,464 a nonmajor governmental fund.

The Village also reports the Garbage Fund as a major proprietary fund, which accounts for the provision of garbage service to the residents of the Village. In the current year, the Garbage Fund reported an increase in net position of \$7,403 due to collections exceeding garbage expenses.

GENERAL FUND BUDGETARY HIGHLIGHTS

It has been the practice of the Village to not adopt budget amendments during or after the fiscal year. This year was no exception and no General Fund budget amendments occurred during the fiscal year. General Fund actual revenues for the year totaled \$4,551,822 compared to budgeted revenues of \$4,053,699. All revenue categories, except for charges for services, fines and forfeitures, and miscellaneous income, were greater than what was budgeted. Additionally, CARES Act funding for COVID relief was received.

The General Fund actual expenditures for the year were \$4,336,331 with budgeted expenditures of \$4,382,876. Police protection and planning and zoning expenditures came in \$207,175 and \$1,056 under budget, respectively.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The Village's investment in capital assets for its governmental and business type activities as of April 30, 2021 was \$75,691,251 (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, buildings and improvements, vehicles, machinery and equipment, and infrastructure and underground water and sewer lines.

	Capital Assets - Net of Depreciation					
	Governmental Activities		Business-Type Activities		Totals	
	2021	2020	2021	2020	2021	2020
Land	\$ 20,962,535	20,962,535	1,201,448	1,201,448	22,163,983	22,163,983
Construction in Progress	76,234	-	144,798	69,128	221,032	69,128
Buildings and Improvements	32,474	5,300	19,742,391	20,326,926	19,774,865	20,332,226
Vehicles, Machinery and Equipment	725,822	736,362	634,700	629,299	1,360,522	1,365,661
Infrastructure and Underground Water and Sewer Lines	8,748,025	8,449,471	23,422,824	23,901,426	32,170,849	32,350,897
Total	30,545,090	30,153,668	45,146,161	46,128,227	75,691,251	76,281,895

VILLAGE OF HAMPSHIRE, ILLINOIS

**Management’s Discussion and Analysis
April 30, 2021**

CAPITAL ASSETS AND DEBT ADMINISTRATION – Continued

Capital Assets – Continued

Construction in Progress	\$ 151,904
Buildings and Improvements	28,423
Vehicles, Machinery and Equipment	269,208
Infrastructure and Underground Water and Sewer Lines	<u>849,829</u>
	<u><u>1,299,364</u></u>

Additional information on the Village’s capital assets can be found in Note 3 of this report.

Debt Administration

At year-end, the Village had total outstanding debt of \$2,381,695 as compared to \$3,154,657 the previous year, a decrease of 24.5 percent. The following is a comparative statement of outstanding debt:

	Long-Term Debt Outstanding					
	Governmental Activities		Business-Type Activities		Totals	
	2021	2020	2021	2020	2021	2020
Installment Contracts	\$ 179,524	271,650	-	-	179,524	271,650
General Obligations/ Alternate Revenue Bonds	1,222,867	1,405,667	237,133	500,638	1,460,000	1,906,305
IEPA Loans	-	-	742,171	976,702	742,171	976,702
Totals	<u>1,402,391</u>	<u>1,677,317</u>	<u>979,304</u>	<u>1,477,340</u>	<u>2,381,695</u>	<u>3,154,657</u>

During the year, the Village did not issue new debt. State statutes limit the amount of general obligation debt a non-home rule governmental entity may issue to 8.625 percent of its total assessed valuation. The current debt limit for the Village is \$20,248,011.

Additional information on the Village’s long-term debt can be found in Note 3 of this report.

VILLAGE OF HAMPSHIRE, ILLINOIS

Management's Discussion and Analysis April 30, 2021

ECOMONIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The Village considered many factors when developing and setting the subsequent fiscal year's budget. The FY2021-2021 budget process was completed when State of Illinois was experiencing a second wave of Coronavirus and duration of the COVID-19 crisis was uncertain. After consideration, the Village Board elected to adopt the budget, as presented, and monitor the situation, maintaining governmental fund staffing levels and evaluating all expenditures as the emergency continues to evolve.

Prior to the pandemic, the national and state economies had shown improvement which was having a positive impact on the local economic picture as well. The Village has continued to see modest residential growth, as well as interest in commercial and industrial property development particularly in the area near the Interstate 90 interchange at US Highway 20.

Property taxes continue to provide a stable revenue source. The Village also receives revenues from other sources including state shared revenues, sales tax, intergovernmental revenues, grants, fines and fees for services. Upon certification of the 2020 census, the Village expects to benefit from increases in per capital State Shared Revenues due to the increase in population, but the Village continues to monitoring the potential impact on these State Shared revenues resulting from the state's continued financial woes as well as the impact of COVID-19.

Public Act-101-0627 which went into effect on January 24, 2020 changed the benefits of nine members of the Hampshire Police Pension Fund. This legislative change has resulted in a significant increase in the required annual employer contribution to the Fund beginning in fiscal year 2022-2023.

The Village's primary goal continues to be maintaining current service levels while being more efficient in providing them. Great focus in recent years have been maintaining and improving fund balances for future economic downturns. This focus has and will continue to help the Village weather COVID-19 crisis. Management will continue to monitor the situation for this and the following years' budgetary position as the situation continues to develop.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Village's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional information should be directed to Lori Lyons, Finance Director, Village of Hampshire, 234 S. State Street, PO Box 457, Hampshire, IL 60140.

BASIC FINANCIAL STATEMENTS

The basic financial Statements include integrated sets of financial statements as required by the GASB. The sets of statements include:

- Government-Wide Financial Statements
- Fund Financial Statements

Governmental Funds

Proprietary Funds

Fiduciary Funds

In addition, the notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.

VILLAGE OF HAMPSHIRE, ILLINOIS

**Statement of Net Position
April 30, 2021**

See Following Page

VILLAGE OF HAMPSHIRE, ILLINOIS**Statement of Net Position****April 30, 2021**

	Governmental Activities	Business- Type Activities	Totals
ASSETS			
Current Assets			
Cash and Investments	\$ 4,583,561	2,134,657	6,718,218
Receivables - Net of Allowances	1,761,931	651,492	2,413,423
Prepays	64,493	57,918	122,411
Internal Balances	27,554	(27,554)	-
Total Current Assets	6,437,539	2,816,513	9,254,052
Noncurrent Assets			
Capital Assets			
Nondepreciable Capital Assets	21,038,769	1,346,246	22,385,015
Depreciable Capital Assets	14,242,491	65,696,300	79,938,791
Accumulated Depreciation	(4,736,170)	(21,896,385)	(26,632,555)
Total Capital Assets	30,545,090	45,146,161	75,691,251
Other Assets			
Net Pension Asset - IMRF	597,346	193,611	790,957
Total Noncurrent Assets	31,142,436	45,339,772	76,482,208
Total Assets	37,579,975	48,156,285	85,736,260
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Items - IMRF	68,076	22,065	90,141
Deferred Items - Police Pension	1,013,662	-	1,013,662
Deferred Items - ARO	-	325,000	325,000
Total Deferred Outflows of Resources	1,081,738	347,065	1,428,803
Total Assets and Deferred Outflows of Resources	38,661,713	48,503,350	87,165,063

The notes to the financial statements are an integral part of this statement.

	Governmental Activities	Business- Type Activities	Totals
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 190,025	268,082	458,107
Accrued Payroll	81,810	10,864	92,674
Accrued Interest Payable	17,194	11,364	28,558
Deposits Payable	381,052	-	381,052
Other Liabilities	85,090	-	85,090
Current Portion of Long-term Debt	261,505	334,855	596,360
Total Current Liabilities	<u>1,016,676</u>	<u>625,165</u>	<u>1,641,841</u>
Noncurrent Liabilities			
Net Pension Liability - Police Pension	4,698,482	-	4,698,482
Installment Contracts	136,933	-	136,933
General Obligation Alternate Revenue Source Bonds	1,138,267	161,733	1,300,000
IEPA Loan	-	501,324	501,324
Asset Retirement Obligation	-	325,000	325,000
Total Noncurrent Liabilities	<u>5,973,682</u>	<u>988,057</u>	<u>6,961,739</u>
Total Liabilities	<u>6,990,358</u>	<u>1,613,222</u>	<u>8,603,580</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred Items - IMRF	270,383	87,636	358,019
Deferred Items - Police Pension	1,294,116	-	1,294,116
Property Taxes	1,360,706	-	1,360,706
Total Deferred Inflows of Resources	<u>2,925,205</u>	<u>87,636</u>	<u>3,012,841</u>
Total Liabilities and Deferred Inflows of Resources	<u>9,915,563</u>	<u>1,700,858</u>	<u>11,616,421</u>
NET POSITION			
Net Investment in Capital Assets	29,142,699	44,166,857	73,309,556
Restricted			
Police Impound Fees	72,065	-	72,065
E-Citation	691	-	691
Tree Replacement	60,044	-	60,044
Highways and Streets	2,225,166	-	2,225,166
Subdivision Maintenance	29,136	-	29,136
Tourism	58,942	-	58,942
Public Use	351,602	-	351,602
Debt Service	96,531	-	96,531
Unrestricted (Deficit)	<u>(3,290,726)</u>	<u>2,635,635</u>	<u>(655,091)</u>
Total Net Position	<u>28,746,150</u>	<u>46,802,492</u>	<u>75,548,642</u>

The notes to the financial statements are an integral part of this statement.

VILLAGE OF HAMPSHIRE, ILLINOIS

Statement of Activities

For the Fiscal Year Ended April 30, 2021

	Expenses	Program Revenues		
		Charges for Services	Operating Grants/ Contributions	Capital Grants/ Contributions
Primary Government				
Governmental Activities				
General Government	\$ 986,930	587,561	367,910	-
Highways and Streets	1,852,677	103,068	408,635	495,127
Police Protection	2,010,272	72,716	-	-
Planning and Zoning	1,103	-	-	-
Interest on Long-Term Debt	56,228	-	-	-
Total Governmental Activities	4,907,210	763,345	776,545	495,127
Business-Type Activities				
Water and Sewer	2,848,264	2,632,772	79,300	220,060
Garbage	698,199	705,602	-	-
Total Business-Type Activities	3,546,463	3,338,374	79,300	220,060
Total Primary Government	8,453,673	4,101,719	855,845	715,187

General Revenues

Taxes

Property Taxes

Sales and Use Taxes

Income Taxes

Utility Taxes

Cannabis Excise Taxes

Hotel/Motel Taxes

Intergovernmental - Unrestricted

Replacement Taxes

Investment Income

Miscellaneous

Transfers

Change in Net Position

Net Position - Beginning

Net Position - Ending

The notes to the financial statements are an integral part of this statement.

Net (Expenses)/Revenues		
Primary Government		
Governmental Activities	Business-Type Activities	Totals
(31,459)	-	(31,459)
(845,847)	-	(845,847)
(1,937,556)	-	(1,937,556)
(1,103)	-	(1,103)
(56,228)	-	(56,228)
(2,872,193)	-	(2,872,193)
-	83,868	83,868
-	7,403	7,403
-	91,271	91,271
(2,872,193)	91,271	(2,780,922)
1,290,073	-	1,290,073
974,800	-	974,800
886,173	-	886,173
388,327	-	388,327
5,459	-	5,459
14,093	-	14,093
24,883	-	24,883
6,963	19	6,982
231,511	466	231,977
84,464	(84,464)	-
3,906,746	(83,979)	3,822,767
1,034,553	7,292	1,041,845
27,711,597	46,795,200	74,506,797
28,746,150	46,802,492	75,548,642

The notes to the financial statements are an integral part of this statement.

VILLAGE OF HAMPSHIRE, ILLINOIS

Governmental Funds - Balance Sheet

April 30, 2021

	<u>General</u>
ASSETS	
Cash and Investments	\$ 2,154,779
Receivables - Net of Allowances	
Property Taxes	1,130,841
Other Taxes	382,899
Due from Other Funds	-
Prepays	<u>64,493</u>
 Total Assets	 <u><u>3,733,012</u></u>
LIABILITIES	
Accounts Payable	133,202
Accrued Payroll	80,899
Deposits Payable	381,052
Other Liabilities	85,090
Due to Other Funds	-
Compensated Absences Payable	<u>134,314</u>
Total Liabilities	814,557
DEFERRED INFLOWS OF RESOURCES	
Property Taxes	<u>1,130,841</u>
Total Liabilities and Deferred Inflows of Resources	<u><u>1,945,398</u></u>
FUND BALANCES	
Nonspendable	64,493
Restricted	132,800
Unassigned	<u>1,590,321</u>
Total Fund Balances	<u><u>1,787,614</u></u>
 Total Liabilities, Deferred Inflows of Resources and Fund Balances	 <u><u>3,733,012</u></u>

The notes to the financial statements are an integral part of this statement.

Special Revenue	Capital Projects				
Tax Increment Financing	Transportation Impact Fees	Public Use	Nonmajor	Totals	
8,051	1,038,509	-	1,382,222	4,583,561	
54,181	-	-	175,684	1,360,706	
-	-	-	18,326	401,225	
-	18,226	351,602	39,952	409,780	
-	-	-	-	64,493	
62,232	1,056,735	351,602	1,616,184	6,819,765	
126	-	-	56,697	190,025	
-	-	-	911	81,810	
-	-	-	-	381,052	
-	-	-	-	85,090	
369,568	-	-	12,658	382,226	
-	-	-	-	134,314	
369,694	-	-	70,266	1,254,517	
54,181	-	-	175,684	1,360,706	
423,875	-	-	245,950	2,615,223	
-	-	-	-	64,493	
-	1,056,735	351,602	1,370,234	2,911,371	
(361,643)	-	-	-	1,228,678	
(361,643)	1,056,735	351,602	1,370,234	4,204,542	
62,232	1,056,735	351,602	1,616,184	6,819,765	

The notes to the financial statements are an integral part of this statement.

VILLAGE OF HAMPSHIRE, ILLINOIS

**Reconciliation of Total Governmental Fund Balance to the
Statement of Net Position - Governmental Activities**

April 30, 2021

Total Governmental Fund Balances	\$ 4,204,542
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.	30,545,090
A net pension asset is not considered to represent a financial resource and therefore is not reported in the funds. Net Pension Asset - IMRF	597,346
Deferred outflows (inflows) of resources related to the pensions not reported in the funds. Deferred Items - IMRF Deferred Items - Police Pension	(202,307) (280,454)
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds. Net Pension Liability - Police Pension Installment Contracts General Obligation Alternate Revenue Source Bonds Accrued Interest Payable	(4,698,482) (179,524) (1,222,867) (17,194)
Net Position of Governmental Activities	<u><u>28,746,150</u></u>

The notes to the financial statements are an integral part of this statement.

VILLAGE OF HAMPSHIRE, ILLINOIS

**Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds
For the Fiscal Year Ended April 30, 2021**

See Following Page

VILLAGE OF HAMPSHIRE, ILLINOIS

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds For the Fiscal Year Ended April 30, 2021

	<u>General</u>
Revenues	
Taxes	\$ 3,308,593
Intergovernmental	391,134
Charges for Services	297,185
Licenses and Permits	245,520
Fines and Forfeitures	72,716
Investment Income	5,163
Miscellaneous	231,511
Total Revenues	<u>4,551,822</u>
Expenditures	
Current	
General Government	1,186,767
Highways and Streets	988,361
Police Protection	1,982,316
Planning and Zoning	1,103
Debt Service	
Principal Retirement	163,575
Interest and Fiscal Charges	14,209
Total Expenditures	<u>4,336,331</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>215,491</u>
Other Financing Sources (Uses)	
Disposal of Capital Assets	6,600
Transfers In	-
Transfers Out	(430)
	<u>(430)</u>
Net Change in Fund Balances	221,661
Fund Balances - Beginning	<u>1,565,953</u>
Fund Balances - Ending	<u><u>1,787,614</u></u>

The notes to the financial statements are an integral part of this statement.

Special Revenue	Capital Projects				
Tax Increment Financing	Transportation Impact Fees	Public Use	Nonmajor	Totals	
47,434	-	-	202,898	3,558,925	
-	-	-	410,294	801,428	
-	103,068	44,856	-	445,109	
-	-	-	-	245,520	
-	-	-	-	72,716	
11	-	125	1,664	6,963	
-	-	-	-	231,511	
47,445	103,068	44,981	614,856	5,362,172	
786	-	-	26,000	1,213,553	
-	247	-	375,895	1,364,503	
-	-	-	-	1,982,316	
-	-	-	-	1,103	
34,400	-	-	76,951	274,926	
36,722	-	-	7,513	58,444	
71,908	247	-	486,359	4,894,845	
(24,463)	102,821	44,981	128,497	467,327	
-	-	-	-	6,600	
30,000	-	-	84,894	114,894	
-	-	(30,000)	-	(30,430)	
30,000	-	(30,000)	84,894	84,464	
5,537	102,821	14,981	213,391	558,391	
(367,180)	953,914	336,621	1,156,843	3,646,151	
(361,643)	1,056,735	351,602	1,370,234	4,204,542	

The notes to the financial statements are an integral part of this statement.

VILLAGE OF HAMPSHIRE, ILLINOIS

**Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances
to the Statement of Activities - Governmental Activities**

For the Fiscal Year Ended April 30, 2021

Net Change in Fund Balances - Total Governmental Funds \$ 558,391

Amounts reported for governmental activities in the Statement of Activities
are different because:

Governmental funds report capital outlays as expenditures. However, in the
Statement of Activities the cost of those assets is allocated over their estimated
useful lives and reported as depreciation expense.

Capital Outlays	356,308
Capital Contribution	495,127
Depreciation Expense	(460,013)

An addition to a net pension asset is not considered to be an increase in a
financial asset in the governmental funds.

Change in Net Pension Asset - IMRF	204,334
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The net effect of deferred outflows (inflows) of resources related to the
pensions not reported in the funds.

Change in Deferred Items - IMRF	(115,945)
Change in Deferred Items - Police Pension	(614,364)

The issuance of long-term debt provides current financial resources to
governmental funds, while the repayment of the principal on long-term
debt consumes the current financial resources of the governmental funds.

Change in Net Pension Liability - Police Pension	333,573
Retirement of Debt	274,926

Changes to accrued interest on long-term debt in the Statement of Activities
does not require the use of current financial resources and, therefore, are not
reported as expenditures in the governmental funds.

2,216

Changes in Net Position of Governmental Activities

1,034,553

The notes to the financial statements are an integral part of this statement.

VILLAGE OF HAMPSHIRE, ILLINOIS

Statement of Net Position - Proprietary Funds

April 30, 2021

See Following Page

VILLAGE OF HAMPSHIRE, ILLINOIS

**Statement of Net Position - Proprietary Funds
April 30, 2021**

	Business-Type Activities - Enterprise		
	Water and Sewer	Garbage	Totals
ASSETS			
Current Assets			
Cash and Investments	\$ 2,134,657	-	2,134,657
Receivables - Net of Allowances			
Accounts	505,259	146,233	651,492
Due from Other Funds	28,020	353	28,373
Prepays	57,918	-	57,918
Total Current Assets	<u>2,725,854</u>	<u>146,586</u>	<u>2,872,440</u>
Noncurrent Assets			
Capital Assets			
Nondepreciable Capital Assets	1,346,246	-	1,346,246
Depreciable Capital Assets	65,696,300	-	65,696,300
Accumulated Depreciation	(21,896,385)	-	(21,896,385)
Total Capital Assets	<u>45,146,161</u>	<u>-</u>	<u>45,146,161</u>
Other Assets			
Net Pension Asset - IMRF	193,611	-	193,611
Total Noncurrent Assets	<u>45,339,772</u>	<u>-</u>	<u>45,339,772</u>
Total Assets	<u>48,065,626</u>	<u>146,586</u>	<u>48,212,212</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Items - IMRF	22,065	-	22,065
Deferred Items - ARO	325,000	-	325,000
Total Deferred Outflows of Resources	<u>347,065</u>	<u>-</u>	<u>347,065</u>
Total Assets and Deferred Outflows of Resources	<u>48,412,691</u>	<u>146,586</u>	<u>48,559,277</u>

The notes to the financial statements are an integral part of this statement.

	Business-Type Activities - Enterprise		
	Water and Sewer	Garbage	Totals
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 209,393	58,689	268,082
Accrued Payroll	10,864	-	10,864
Accrued Interest Payable	11,364	-	11,364
Due to Other Funds	27,907	28,020	55,927
Compensated Absences Payable	18,608	-	18,608
General Obligation Alternate Revenue Source Bonds	75,400	-	75,400
IEPA Loan	240,847	-	240,847
Total Current Liabilities	594,383	86,709	681,092
Noncurrent Liabilities			
General Obligation Alternate Revenue Source Bonds	161,733	-	161,733
IEPA Loan	501,324	-	501,324
Asset Retirement Obligation	325,000	-	325,000
Total Noncurrent Liabilities	988,057	-	988,057
Total Liabilities	1,582,440	86,709	1,669,149
DEFERRED INFLOWS OF RESOURCES			
Deferred Items - IMRF	87,636	-	87,636
Total Liabilities and Deferred Inflows of Resources	1,670,076	86,709	1,756,785
NET POSITION			
Net Investment in Capital Assets	44,166,857	-	44,166,857
Unrestricted	2,575,758	59,877	2,635,635
Total Net Position	46,742,615	59,877	46,802,492

The notes to the financial statements are an integral part of this statement.

VILLAGE OF HAMPSHIRE, ILLINOIS

Statement of Revenues, Expenses and Changes in Net Position - Proprietary Funds
For the Fiscal Year Ended April 30, 2021

	Business-Type Activities - Enterprise		
	Water and Sewer	Garbage	Totals
Operating Revenues			
Charges for Services	\$ 2,625,122	705,602	3,330,724
Operating Expenses			
Operations			
Water Department	761,187	-	761,187
Sewer Department	572,260	-	572,260
Garbage Department	-	698,199	698,199
System Improvements	53,105	-	53,105
Depreciation	1,429,995	-	1,429,995
Total Operating Expenses	2,816,547	698,199	3,514,746
Operating Income (Loss)	(191,425)	7,403	(184,022)
Nonoperating Revenues (Expenses)			
Tap On Fees	7,650	-	7,650
Investment Income	19	-	19
Grants	79,300	-	79,300
Other Income	466	-	466
Interest and Fiscal Charges	(31,717)	-	(31,717)
	55,718	-	55,718
Income (Loss) Before Transfers and Contributions	(135,707)	7,403	(128,304)
Contributions	220,060	-	220,060
Transfers Out	(84,464)	-	(84,464)
	135,596	-	135,596
Change in Net Position	(111)	7,403	7,292
Net Position - Beginning	46,742,726	52,474	46,795,200
Net Position - Ending	46,742,615	59,877	46,802,492

The notes to the financial statements are an integral part of this statement.

VILLAGE OF HAMPSHIRE, ILLINOIS

**Statement of Cash Flows - Proprietary Funds
For the Fiscal Year Ended April 30, 2021**

	Business-Type Activities - Enterprise		
	Water and Sewer	Garbage	Totals
Cash Flows from Operating Activities			
Receipts from Customers and Users	\$ 2,607,363	696,973	3,304,336
Payments to Employees	(252,210)	-	(252,210)
Payments to Suppliers	(1,100,657)	(696,973)	(1,797,630)
	<u>1,254,496</u>	<u>-</u>	<u>1,254,496</u>
Cash Flows from Noncapital Financing Activities			
Transfers Out	(84,464)	-	(84,464)
Cash Flows from Capital and Related Financing Activities			
Purchase of Capital Assets	(227,869)	-	(227,869)
Principal on Capital Debt	(498,036)	-	(498,036)
Interest on Capital Debt	(31,717)	-	(31,717)
	<u>(757,622)</u>	<u>-</u>	<u>(757,622)</u>
Cash Flows from Investing Activities			
Interest Received	19	-	19
Net Change in Cash and Cash Equivalents	412,429	-	412,429
Cash and Cash Equivalents - Beginning	<u>1,722,228</u>	<u>-</u>	<u>1,722,228</u>
Cash and Cash Equivalents - Ending	<u><u>2,134,657</u></u>	<u><u>-</u></u>	<u><u>2,134,657</u></u>
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities			
Operating Income (Loss)	(191,425)	7,403	(184,022)
Adjustments to Reconcile Operating Income to Net Income to Net Cash Provided by (Used In) Operating Activities:			
Depreciation Expense	1,429,995	-	1,429,995
Other Income (Expenses)	87,416	-	87,416
(Increase) Decrease in Current Assets	(105,175)	(8,629)	(113,804)
Increase (Decrease) in Current Liabilities	33,685	1,226	34,911
	<u>1,254,496</u>	<u>-</u>	<u>1,254,496</u>
Noncash Capital and Related Financing Activities			
Capital Contributions	<u>220,060</u>	<u>-</u>	<u>220,060</u>

The notes to the financial statements are an integral part of this statement.

VILLAGE OF HAMPSHIRE, ILLINOIS

**Statement of Fiduciary Net Position
April 30, 2021**

	Pension Trust	Custodial
ASSETS		
Cash and Cash Equivalents	\$ 2,523,208	1,646,409
Accounts Receivable	-	45
	<u>2,523,208</u>	<u>1,646,454</u>
LIABILITIES		
Accounts Payable	<u>-</u>	<u>-</u>
NET POSITION		
Restricted		
Pensions	2,523,208	-
Individuals, Organizations, and Other Governments	<u>-</u>	<u>1,646,454</u>
Total Net Position	<u><u>2,523,208</u></u>	<u><u>1,646,454</u></u>

The notes to the financial statements are an integral part of this statement.

VILLAGE OF HAMPSHIRE, ILLINOIS

**Statement of Changes in Fiduciary Net Position
For the Fiscal Year Ended April 30, 2021**

	Pension Trust	Custodial
Additions		
Contributions - Employer	\$ 300,000	-
Contributions - Plan Members	100,347	-
Total Contributions	400,347	-
Investment Income		
Interest Earned	3,344	1,013
Net Change in Fair Value	-	-
	3,344	1,013
Less Investment Expenses	-	-
Net Investment Income	3,344	1,013
Property Taxes	-	1,329,889
Total Additions	403,691	1,330,902
Deductions		
Administration	11,670	-
Benefits and Refunds	144,794	-
Professional Services	-	65,653
Debt Service		
Principal Retirement	-	1,610,381
Total Deductions	156,464	1,676,034
Change in Fiduciary Net Position	247,227	(345,132)
Net Position Restricted for Pensions, Individuals, Organizations, and Other Governments		
Beginning	2,275,981	1,991,586
Ending	2,523,208	1,646,454

The notes to the financial statements are an integral part of this statement.

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Village of Hampshire (Village), Illinois, is a municipal corporation governed by an elected president and six-member Board of Trustees. The Village's major operations include police protection, highway and street maintenance and reconstruction, planning and zoning, economic development, water, sewer and garbage services and general administrative services.

The government-wide financial statements are prepared in accordance with generally accepted accounting principles (GAAP), except as described in the Basis of Presentation below. The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant of the Village's accounting policies established in GAAP and used by the Village are described below.

REPORTING ENTITY

The Village's financial reporting entity comprises the primary government, the Village of Hampshire.

In determining the financial reporting entity, the Village complies with the provisions of GASB Statement No. 61, "The Financial Reporting Omnibus – an Amendment of GASB Statements No. 14 and No. 34," and includes all component units that have a significant operational or financial relationship with the Village. Based upon the criteria set forth in the GASB Statement No. 61, there are no component units included in the reporting entity.

Police Pension Employees Retirement System

The Village's sworn police employees participate in the Police Pension Employees Retirement System (PPERS). PPERS functions for the benefit of these employees and is governed by a five-member pension board. Two members appointed by the Village's President and three elected police employees constitute the pension board. Although there are 3 retirees in fiscal year-end April 30, 2021, there are no elected pension beneficiaries. The participants are required to contribute a percentage of salary as established by state statute and the Village is obligated to fund all remaining PPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels.

Although it is legally separate from the Village, the PPERS is reported as if it were part of the primary government because its sole purpose is to provide retirement benefits for the Village's police employees. The PPERS is reported as a fiduciary fund, and specifically a pension trust fund, due to the fiduciary responsibility exercised over the PPERS.

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION

Government-Wide Statements

The Village's basic financial statements include both government-wide (reporting the Village as a whole) and fund financial statements (reporting the Village's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business-type. The Village's police protection, highway and street maintenance and reconstruction, planning and zoning, economic development and general administrative services are classified as governmental activities. The Village's water, sewer and garbage services are classified as business-type activities.

In the government-wide Statement of Net Position, both the governmental and business-type activities columns are: (a) presented on a consolidated basis by column, and (b) reported on a full accrual, economic resource basis, which recognizes all long-term assets/deferred outflows and receivables as well as long-term debt/deferred inflows and obligations.

The Village's net position is reported in three parts: net investment in capital assets; restricted; and unrestricted. The Village first utilizes restricted resources to finance qualifying activities.

The government-wide Statement of Activities reports both the gross and net cost of each of the Village's functions and business-type activities (general government, police protection, highways and streets, etc.). The functions are supported by general government revenues (property, sales and use taxes, certain intergovernmental revenues, fines, permits and charges, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, which include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

The net costs (by function or business-type activity) are normally covered by general revenue (property tax, sales tax, interest income, etc.). The Village allocates indirect costs to the proprietary funds for personnel who perform administrative services for those funds, along with other indirect costs deemed necessary for their operations, but are paid through the General Fund. This government-wide focus concentrates on the sustainability of the Village as an entity and the change in the Village's net position resulting from the current year's activities.

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements April 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements

The financial transactions of the Village are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets/deferred outflows, liabilities/deferred inflows, fund equity, revenues and expenditures/expenses. Funds are organized into three major categories: governmental, proprietary, and fiduciary. The emphasis in fund financial statements is on the major funds in either the governmental or business-type activities categories. Nonmajor funds by category are summarized into a single column. GASB Statement No. 34 sets forth minimum criteria (percentage of the assets/deferred outflows, liabilities/deferred inflows, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The Village electively added funds, as major funds, which either had debt outstanding or specific community focus. The nonmajor funds are combined in a column in the fund financial statements.

A fund is considered major if it is the primary operating fund of the Village or meets the following criteria:

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type; and

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

The various funds are reported by generic classification within the financial statements. The following fund types are used by the Village:

Governmental Funds

The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The following is a description of the governmental funds of the Village:

General fund is the general operating fund of the Village. It is used to account for all financial resources except those required to be accounted for in another fund. The General Fund is a major fund.

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements – Continued

Governmental Funds – Continued

Special revenue funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The Village maintains one major and five non-major special revenue funds.

Debt service funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. The Village maintains one nonmajor debt service fund.

Capital projects funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by business-type/proprietary funds). The Village maintains two major capital projects funds, Transportation Impact Fees Fund and Public Use Fund. The Transportation Impact Fees Fund is used to account for the proceeds of transportation impact fees and the improvements funded by the fees. The Public Use Fund is used to account for the proceeds of public use impact fees and the improvements funded by the fees. The Village also maintains four non-major capital projects funds.

Proprietary Funds

The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. The following is a description of the proprietary funds of the Village:

Enterprise funds are required to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is solely secured by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges or (c) establishes fees and charges based on a pricing policy designed to recover similar costs. The Village maintains two major enterprise funds, the Water and Sewer Fund and the Garbage Fund. The Water and Sewer Fund is used to account for the provision of potable water and sewer services to the residents and businesses of the Village. The Garbage Fund is used to account for the provision of solid waste services to the residents and businesses of the Village financed by user fees.

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements – Continued

Fiduciary Funds

Fiduciary funds are used to report assets held in a trustee or custodial capacity for others and therefore are not available to support Village programs. The reporting focus is on net position and changes in net position and is reported using accounting principles similar to proprietary funds.

Pension trust funds are used to account for assets held in a trustee capacity for pension benefit payments. The Police Pension Fund is used to account for the accumulation of resources to be used for disability and retirement annuity payments to employees covered by the plan. Financing is provided by employee contributions, the Village's contribution and investment income.

Custodial funds are used to account for assets held by the Village in a purely custodial capacity. The Special Service Areas #9, #14, and #16 - #19 Fund is used to account for the collection of taxes from special service areas #9, #14 and #16 - #19 and remittance to bondholders.

The Village's fiduciary funds are presented in the fiduciary fund financial statements by type (pension trust and custodial). Since by definition these assets are being held for the benefit of a third party (other local governments, private parties, etc.) and cannot be used to address activities or obligations of the Village, these funds are not incorporated into the government-wide statements.

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied.

Measurement Focus

On the government-wide Statement of Net Position and the Statement of Activities, both governmental and business-type activities are presented using the economic resources measurement focus as defined below. In the fund financial statements, the "current financial resources" measurement focus or the "economic resources" measurement focus is used as appropriate.

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING - Continued

Measurement Focus – Continued

All governmental funds utilize a “current financial resources” measurement focus. Only current financial assets/deferred outflows and liabilities/deferred inflows are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

All proprietary and fiduciary funds utilize an “economic resources” measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets/deferred outflows and liabilities/deferred inflows (whether current or noncurrent) associated with their activities are reported. Proprietary, pension trust, and custodial fund equity is classified as net position.

Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, both governmental and business-type activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability/deferred inflow is incurred or economic asset used. Revenues, expenses, gains, losses, assets/deferred outflows, and liabilities/deferred inflows resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under this modified accrual basis of accounting, revenues are recognized when “measurable and available.” Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within sixty days after year-end. The Village recognizes property taxes when they become both measurable and available in accordance with GASB Codification Section P70. A sixty-day availability period is used for revenue recognition for all other governmental fund revenues. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for general obligation bond principal and interest which are recognized when due.

In applying the susceptible to accrual concept under the modified accrual basis, those revenues susceptible to accrual are property taxes, sales and use taxes, franchise taxes, licenses, interest revenue and charges for services. All other revenues are not susceptible to accrual because generally they are not measurable until received in cash.

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING – Continued

Basis of Accounting – Continued

All proprietary, pension trust and custodial funds utilize the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Village's enterprise funds are charges to customers for sales and services. The Village also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY

Cash and Investments

Cash and cash equivalents on the Statement of Net Position are considered to be cash on hand, demand deposits, cash with fiscal agent. For the purpose of the proprietary funds "Statement of Cash Flows," cash and cash equivalents are considered to be cash on hand, demand deposits, cash with fiscal agent, and all highly liquid investments with an original maturity of three months or less.

Investments are reported at fair value. Short-term investments are reported at cost, which approximates fair value. For investments, the Village categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. All of the Village's investments are in 2a7-like investment pools that are measured at the net asset value per share determined by the pool.

Prepays

Prepays are valued at cost, which approximates market. The cost of governmental fund-type prepaids are recorded as expenditures when consumed rather than when purchased. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaids in both the government-wide and fund financial statements.

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

Interfund Receivables, Payables and Activity

Interfund activity is reported as loans, services provided, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide financial statements.

Capital Assets

Capital assets purchased or acquired with an original cost of \$10,000 or more, depending on asset class, are reported at historical cost or estimated historical cost. Contributed assets are reported at acquisition value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. General capital assets are long-lived assets of the Village as a whole. Infrastructure, such as streets, traffic signals and signs are capitalized. The valuation basis for general capital assets is historical cost, or where historical cost is not available, estimated historical cost based on replacement costs. Capital assets in the proprietary funds are capitalized in the fund in which they are utilized. The valuation basis for proprietary fund capital assets are the same as those used for the general capital assets. Donated capital assets are capitalized at estimated fair market value on the date donated.

Depreciation on all assets is computed and recorded using the straight-line method of depreciation over the following estimated useful lives:

Buildings and Improvements	10 - 50 Years
Vehicles, Machinery and Equipment	5 - 20 Years
Underground Water and Sewer Lines	25 - 50 Years
Infrastructure	25 - 50 Years

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

Deferred Outflows/Inflows of Resources

Deferred outflow/inflow of resources represents an acquisition of net position that applies to a future period and therefore will not be recognized as an outflow of resources (expense)/inflow of resources (revenue) until that future time.

Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type Statement of Net Position. Bond premiums and discounts, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as expenses at the time of issuance.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditure.

Net Position

In the government-wide financial statements, equity is classified as net position and displayed in three components:

Net Investment in Capital Assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislations.

Unrestricted – All other net position that do not meet the definition of “restricted” or “net investment in capital assets.”

VILLAGE OF HAMPSHIRE, ILLINOIS

**Notes to the Financial Statements
April 30, 2021**

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

BUDGETARY INFORMATION

Budgets are adopted on a basis consistent with generally accepted accounting principles. All departments of the Village submit requests for budgets so that a budget may be prepared. The budget is prepared by fund, function, and activity, and includes information on the past year, current year estimates, and requested budgets for the next fiscal year.

The proposed budget is presented to the Village Board for review. The Village Board holds public hearings and may add to, subtract from, or change budgeted amounts, but may not change the form of the budget.

The Finance Director is authorized to transfer budgeted amounts within any fund; however, the Board of Trustees must approve any revisions that alter the total expenditures of any fund. State statues establish that expenditures may not legally exceed budgeted appropriations at the fund level. Appropriations lapse at the end of the fiscal year. No supplemental appropriations were made during the year.

Budgets are prepared for all funds except the TIF Revenue Bonds of 2009A/Tuscany Woods Line of Credit Fund, the Evidence Fund, Capital Bonds Fund, and the Early Warning Impact Fees Fund.

EXCESS OF ACTUAL EXPENDITURES/EXPENSES OVER BUDGET IN INDIVIDUAL FUNDS

The following funds had an excess of actual expenditures/expenses, exclusive of depreciation, over budget for the fiscal year:

Fund	Excess
Transportation Impact Fees	\$ 247
Capital Improvement	72,691
Garbage	94,178
Police Pension	18,403

DEFICIT FUND BALANCE

The following fund reported deficit fund balance at year-end:

Fund	Deficit
Tax Increment Financing	\$ 361,643

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 3 – DETAIL NOTES ON ALL FUNDS

DEPOSITS AND INVESTMENTS

The Village maintains a cash and investment pool that is available for use by all funds. Each fund type's portion of this pool is displayed on the financial statements as "cash and investments." In addition, investments are separately held by several of the Village's funds. The deposits and investments of the pension trust funds are held separately from those of other funds.

Permitted Deposits and Investments – Statutes authorize the Village to make deposits/invest in commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. Agencies, obligations of States and their political subdivisions, credit union shares, repurchase agreements, commercial paper rated within the three highest classifications by at least two standard rating services, and Illinois Funds.

The deposits and investments of the Pension Fund are held separately from those of other Village funds. Statutes authorize the Pension Fund to make deposits/invest in interest bearing direct obligations of the United States of America; obligations that are fully guaranteed or insured as to the payment of principal and interest by the United States of America; bonds, notes, debentures, or similar obligations of agencies of the United States of America; savings accounts or certificates of deposit issued by banks or savings and loan associations chartered by the United States of America or by the State of Illinois, to the extent that the deposits are insured by the agencies or instrumentalities of the federal government; credit unions, to the extent that the deposits are insured by the agencies or instrumentalities of the federal government; State of Illinois bonds; pooled accounts managed by the Illinois Funds Market Fund (Formerly known as IPTIP, Illinois Public Treasurer's Investment Pool), or by banks, their subsidiaries or holding companies, in accordance with the laws of the State of Illinois; bonds or tax anticipation warrants of any county, township, or municipal corporation of the State of Illinois; direct obligations of the State of Israel; money market mutual funds managed by investment companies that are registered under the Federal Investment Company Act of 1940 and the Illinois Securities Law of 1953 and are diversified, open-ended management investment companies, provided the portfolio is limited to specified restrictions; general accounts of life insurance companies; and separate accounts of life insurance companies and mutual funds, the mutual funds must meet specific restrictions, provided the investment in separate accounts and mutual funds does not exceed ten percent of the Pension Fund's plan net position; and corporate bonds managed through an investment advisor, rated as investment grade by one of the two largest rating services at the time of purchase. Pension Funds with plan net position of \$2.5 million or more may invest up to forty-five percent of plan net position in separate accounts of life insurance companies and mutual funds. Pension Funds with plan net position of at least \$5 million that have appointed an investment advisor, may through that investment advisor invest up to forty-five percent of the plan net position in common and preferred stocks that meet specific restrictions. In addition, pension funds with plan net position of at least \$10 million that have appointed an investment advisor, may invest up to fifty percent of its net position in common and preferred stocks and mutual funds that meet specific restrictions effective July 1, 2011 and up to fifty-five percent effective July 1, 2012.

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

The Illinois Funds is an investment pool managed by the Illinois Public Treasurer's Office which allows governments within the State to pool their funds for investment purposes. The Illinois Funds is not registered with the SEC as an investment company. Investments in Illinois Funds are valued at the share price, the price for which the investment could be sold.

Village Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk

Deposits. At year-end, the carrying amount of the Village's deposits for governmental and business-type activities totaled \$4,697,889 and the bank balances totaled \$4,785,776. The Village also has \$2,020,329 invested in the Illinois Funds at year-end, which are measured by net asset value per share determined by the pool.

Interest Rate Risk. Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Village's investment policy states that the portfolio should be structured to provide liquidity for short and long-term cash flow needs while providing a reasonable rate of return based on the current market and limiting investments to a maximum maturity of three years from purchase, unless designated for a specific purpose. The Village's investment in the Illinois Funds has an average maturity of less than one year.

Credit Risk. Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The Village limits its exposure to credit risk by primarily investing in external investment pools. The Village's investment in the Illinois Funds was rated AAAM by Standard & Poor's.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the Village's deposits may not be returned to it. The Village's investment policy requires all security transactions that are exposed to custodial credit risk to be processed on a delivery versus payment basis with the underlying investments held by an independent third-party custodian designated by the treasurer and evidenced by safekeeping receipts and a custodial agreement. At year-end, the entire amount of the bank balance of deposits was covered by collateral, federal depository or equivalent insurance. The Village's investment in the Illinois Funds is not subject to custodial credit risk.

Concentration Risk. This is the risk of loss attributed to the magnitude of the Village's investment in a single issuer. The Village's investment policy states that investments shall be diversified to the best of the Village's ability based on the type of funds invested and the cash flow needs of those funds. At year-end, the Village does not have any investments over 5 percent of the total cash and investment portfolio (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements
April 30, 2021

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Police Pension Fund Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk

Deposits. At year-end, the carrying amount of the Fund’s deposits totaled \$2,523,208 and the bank balances totaled \$2,523,208.

Interest Rate Risk. The Fund’s investment policy states assets shall be sufficiently liquid to enable the Fund to pay all necessary benefits and meet all operating requirements which might be reasonably anticipated.

Custodial Credit Risk. For an investment, custodial credit risk is the risk that, in the event of bank failure, the Fund will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The Fund’s investment policy states that investment contracts and agreements of life insurance companies licensed to do business in the state of Illinois shall be rated at least A+ by Moody’s and AA+ by Standard and Poor’s, and securities issued by the state of Illinois, or any county, township, or municipal corporation within the state of Illinois should not be rated less than Aa by Moody’s or AA+ by Standard and Poor’s. At year-end, the Fund does not have any investments.

Credit Risk. The Fund’s investment policy limits credit risk by restricting investments to those allowed by the Illinois Pension Code, Illinois Compiled Statutes Chapter 40 Act 5 Articles 1 and 3, and the Public Funds Investment Act.

Concentration Risk. This is the risk of loss attributed to the magnitude of the Fund’s investment in a single issuer. The Fund’s investment policy states that investments shall be undertaken in a manner that seeks to ensure the preservation of capital. As such, the Board has consciously diversified the aggregate fund to ensure that adverse or unexpected results will not have an excessively detrimental impact on the entire portfolio when possible. Diversification is to be interpreted to include diversification by asset type, characteristics, number of investments, and in the case of investment money managers, by investment style. At year-end, the Fund does not have any investments (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments) in any one organization that represent 5 percent or more of net position available for benefits. At year-end, the Fund does not have any investments.

The Fund’s investment policy in accordance with Illinois Compiled Statutes (ILCS) establishes the following target allocation across asset classes:

<u>Asset Class</u>	<u>Target</u>	<u>Long-Term Expected Real Rate of Return</u>
Cash and Cash Equivalents	100%	0.0%

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements April 30, 2021

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Police Pension Fund Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk – Continued

Concentration Risk – Continued. Securities in any one company should not exceed 5% of the total fund.

The long-term expected rate of return on the Fund's investments was determined using an asset allocation study conducted by the Fund's investment management consultant in May 2020 in which best-estimate ranges of expected future real rates of return (net of pension plan investment expense and inflation) were developed for each major asset class. These ranges were combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding the expected inflation. Best estimates or arithmetic real rates of return for each major asset class included in the Fund's target asset allocation as of April 30, 2021 are listed in the table on the previous page.

Rate of Return

For the year ended April 30, 2021, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 0.03%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

PROPERTY TAXES

Property taxes for 2020 attach as an enforceable lien on January 1, on property values assessed as of the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by County Collector and are payable in two installments, on or about June 1 and September 1. The County collects such taxes and remits them periodically.

VILLAGE OF HAMPSHIRE, ILLINOIS

**Notes to the Financial Statements
April 30, 2021**

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

CAPITAL ASSETS

Governmental Activities

Governmental capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land	\$ 20,962,535	-	-	20,962,535
Construction in Progress	-	76,234	-	76,234
	<u>20,962,535</u>	<u>76,234</u>	<u>-</u>	<u>21,038,769</u>
Depreciable Capital Assets				
Buildings and Improvements	58,800	28,423	-	87,223
Vehicles, Machinery and Equipment	1,967,898	170,121	-	2,138,019
Infrastructure	11,440,592	576,657	-	12,017,249
	<u>13,467,290</u>	<u>775,201</u>	<u>-</u>	<u>14,242,491</u>
Less Accumulated Depreciation				
Buildings and Improvements	53,500	1,249	-	54,749
Vehicles, Machinery and Equipment	1,231,536	180,661	-	1,412,197
Infrastructure	2,991,121	278,103	-	3,269,224
	<u>4,276,157</u>	<u>460,013</u>	<u>-</u>	<u>4,736,170</u>
 Total Net Depreciable Capital Assets	 <u>9,191,133</u>	 <u>315,188</u>	 <u>-</u>	 <u>9,506,321</u>
 Total Net Capital Assets	 <u>30,153,668</u>	 <u>391,422</u>	 <u>-</u>	 <u>30,545,090</u>

Depreciation expense was charged to governmental activities as follows:

General Government	\$ 3,222
Highways and Streets	403,633
Police Protection	<u>53,158</u>
	<u>460,013</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements
April 30, 2021

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

CAPITAL ASSETS – Continued

Business-Type Activities

Business-type capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land	\$ 1,201,448	-	-	1,201,448
Construction in Progress	69,128	75,670	-	144,798
	<u>1,270,576</u>	<u>75,670</u>	<u>-</u>	<u>1,346,246</u>
Depreciable Capital Assets				
Buildings and Improvements	28,847,129	-	-	28,847,129
Vehicles, Machinery and Equipment	1,254,907	99,087	41,348	1,312,646
Underground Water and Sewer Lines	35,263,353	273,172	-	35,536,525
	<u>65,365,389</u>	<u>372,259</u>	<u>41,348</u>	<u>65,696,300</u>
Less Accumulated Depreciation				
Buildings and Improvements	8,520,203	584,535	-	9,104,738
Vehicles, Machinery and Equipment	625,608	93,686	41,348	677,946
Underground Water and Sewer Lines	11,361,927	751,774	-	12,113,701
	<u>20,507,738</u>	<u>1,429,995</u>	<u>41,348</u>	<u>21,896,385</u>
Total Net Depreciable Capital Assets	<u>44,857,651</u>	<u>(1,057,736)</u>	<u>-</u>	<u>43,799,915</u>
Total Net Capital Assets	<u>46,128,227</u>	<u>(982,066)</u>	<u>-</u>	<u>45,146,161</u>

Depreciation expense was charged to business-type activities as follows:

Water and Sewer \$ 1,429,995

VILLAGE OF HAMPSHIRE, ILLINOIS

**Notes to the Financial Statements
April 30, 2021**

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

Interfund Balances

Interfund balances are advances in anticipation of receipts to cover temporary cash shortages and result from the time lag between when transactions are recorded in the accounting system and payments between funds are made. The composition of interfund balances as of the date of this report is as follows:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
Public Use	Nonmajor Governmental	351,602
Transportation Impact Fees	Nonmajor Governmental	17,966
Nonmajor Governmental	Nonmajor Governmental	12,658
Transportation Impact Fees	Water and Sewer	260
Nonmajor Governmental	Water and Sewer	27,294
Garbage	Water and Sewer	353
Water and Sewer	Garbage	<u>28,020</u>
		<u><u>438,153</u></u>

Interfund Transfers

Interfund transfers for the year consisted of the following:

<u>Transfer In</u>	<u>Transfer Out</u>	<u>Amount</u>
Tax Increment Financing	Public Use	\$ 30,000
Nonmajor Governmental	General	430
Nonmajor Governmental	Water and Sewer	<u>84,464</u>
		<u><u>114,894</u></u>

Transfers are used to move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them.

VILLAGE OF HAMPSHIRE, ILLINOIS

**Notes to the Financial Statements
April 30, 2021**

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT

Noncommitment Debt – Special Service Area Bonds

Special service area bonds outstanding as of the date of this report totaled \$14,630,000. These bonds are not an obligation of the government and are secured by the levy of an annual tax on the real property within the special service area. The government is in no way liable for repayment but is only acting as agent for the property owners in levying and collecting the tax, and forwarding the collections to bondholders.

Installment Contracts

The Village enters into installment contracts to provide funds for the acquisition of capital assets. Installment contracts currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
Snow Plow Installment Contract of 2017 - Due in annual installments of \$25,920 to \$27,089 including interest at 2.75% through July 6, 2020.	General	\$ 25,000	-	25,000	-
Equipment Installment Contract of 2017 - Due in annual installments of \$11,400 interest free through July 10, 2020.	General	11,400	-	11,400	-
Installment Contract of 2019 - Due in annual installments of \$14,742 to 30,008 including interest at 3.42% through October 15, 2020.	General	15,250	-	15,250	-
Installment Contract of 2020 - Due in monthly installments of \$3,984 including interest at 3.26% through March 20, 2025.	General	220,000	-	40,476	179,524
		<u>271,650</u>	<u>-</u>	<u>92,126</u>	<u>179,524</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

General Obligation Alternate Revenue Source Bonds

The Village issues bonds for which the Village pledges income derived from specific revenue sources to pay debt service. Alternate revenue source bonds further pledge the full faith and credit of the Village should the alternate revenue source be insufficient. Alternate revenue source bonds currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
Taxable General Obligation Alternate Bonds of 2010 - Due in annual installments of \$51,564 to \$66,305 plus interest of 1.15% - 4.80% through December 15, 2020.	Water and Sewer	\$ 66,305	-	66,305	-
General Obligation (Alternate Revenue Source) Refunding Bonds of 2012 - Due in annual installments of \$95,000 to \$340,000 plus interest of 2.00% - 2.75% through December 15, 2023.	General/ Capital Bonds	305,667	-	142,800	162,867
	Water and Sewer	434,333	-	197,200	237,133
General Obligation (Alternate Revenue Source) Refunding Bonds of 2016 - Due in annual installments of \$5,000 to \$205,000 plus interest of 3.00% - 4.00% through December 15, 2028.	General	131,300	-	5,600	125,700
	Tax Increment Financing	968,700	-	34,400	934,300
		<u>1,906,305</u>	<u>-</u>	<u>446,305</u>	<u>1,460,000</u>

IEPA Loan

The Village has entered into loan agreements with the IEPA to provide low interest financing for water and sewer improvements. IEPA loans currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
IEPA Loan of 2002 - Due in semi-annual installments of \$129,550 including interest at 2.675% through November 15, 2023.	Water and Sewer	\$ 976,702	-	234,531	742,171

VILLAGE OF HAMPSHIRE, ILLINOIS

**Notes to the Financial Statements
April 30, 2021**

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Asset Retirement Obligation

The Village has recognized an asset retirement obligation (ARO) and related deferred outflow of resources in connection with its obligation to seal and abandon various water wells at the end of their estimated useful lives in accordance with federal, state, and/or local requirements. The ARO was measured using actual historical costs for similar abandonments, adjusted for inflation through the end of the year. The estimated remaining useful lives of the water wells are 4-88 years.

Long-Term Liability Activity

Changes in long-term liabilities during the fiscal year were as follows:

Type of Debt	Beginning Balances	Additions	Deductions	Ending Balances	Amounts Due within One Year
Governmental Activities					
Compensated Absences	\$ 132,457	3,714	1,857	134,314	134,314
Net Pension Liability - Police Pension	5,032,055	-	333,573	4,698,482	-
Installment Contracts	271,650	-	92,126	179,524	42,591
General Obligation Alternate Revenue Source Bonds	1,405,667	-	182,800	1,222,867	84,600
	<u>6,841,829</u>	<u>3,714</u>	<u>610,356</u>	<u>6,235,187</u>	<u>261,505</u>
Business-Type Activities					
Compensated Absences	19,191	583	1,166	18,608	18,608
General Obligation Alternate Revenue Source Bonds	500,638	-	263,505	237,133	75,400
IEPA Loan	976,702	-	234,531	742,171	240,847
Asset Retirement Obligation	-	325,000	-	325,000	-
	<u>1,496,531</u>	<u>325,583</u>	<u>499,202</u>	<u>1,322,912</u>	<u>334,855</u>

For governmental activities, payments on the compensated absences, the net pension liability, and the installment contracts are being made by the General Fund. The General Fund, the Capital Bonds Fund and the Tax Increment Financing Fund make payments on the general obligation alternate revenue source bonds.

For business-type activities, the Water and Sewer Fund makes payments on the compensated absences, the general obligation alternate revenue bonds source and the IEPA loan. The asset retirement obligation is liquidated by the Water Fund.

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Debt Service Requirements to Maturity

Fiscal Year	Governmental Activities				Business-Type Activities			
	Installment Contracts		General Obligation Alternate Revenue Source Bonds		General Obligation Alternate Revenue Source Bonds		IEPA Loan	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2022	\$ 42,591	5,217	84,600	45,421	75,400	-	240,847	18,253
2023	44,000	3,808	86,700	43,184	78,300	-	247,333	11,767
2024	45,456	2,352	81,567	40,809	83,433	-	253,991	5,109
2025	47,477	858	185,000	35,100	-	-	-	-
2026	-	-	190,000	27,600	-	-	-	-
2027	-	-	190,000	20,000	-	-	-	-
2028	-	-	200,000	12,200	-	-	-	-
2029	-	-	205,000	4,100	-	-	-	-
Totals	179,524	12,235	1,222,867	228,414	237,133	-	742,171	35,129

Legal Debt Margin

Chapter 65, Section 5/8-5-1 of the Illinois Compiled Statutes provides, "...no municipality having a population of less than 500,000 shall become indebted in any manner or for any purpose, to an amount, including existing indebtedness in the aggregate exceeding 8.625% on the value of the taxable property therein, to be ascertained by the last assessment for state and county purposes, previous to the incurring of the indebtedness or, until January 1, 1983, if greater, the sum that is produced by multiplying the municipality's 1978 equalized assessed valuation by the debt limitation percentage in effect on January 1, 1979."

Assessed Valuation - 2020	<u>\$ 234,759,552</u>
Legal Debt Limit - 8.625% of Assessed Value	20,248,011
Amount of Debt Applicable to Limit	<u>-</u>
Legal Debt Margin	<u>20,248,011</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

FUND BALANCE CLASSIFICATIONS

In the governmental fund financial statements, the Village considers restricted amounts to have been spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. The Village first utilizes committed, then assigned and then unassigned fund balance when an expenditure is incurred for purposes for which all three unrestricted fund balances are available.

Minimum Fund Balance Policy. The Village's policy manual states that the General Fund should maintain a minimum fund balance equal to no less than 10% and no more than 20% of the subsequent year's budgeted operating expenditures.

Nonspendable Fund Balance. Consists of resources that cannot be spent because they are either: a) not in a spendable form; or b) legally or contractually required to be maintained intact.

Restricted Fund Balance. Consists of resources that are restricted to specific purposes, that is, when constraints placed on the use of resources are either: a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance. Consists of resources constrained (issuance of an ordinance) to specific purposes by the government itself, using its highest level of decision-making authority, the Board of Trustees; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.

Assigned Fund Balance. Consists of amounts that are constrained by the Board of Trustees' intent to be used for specific purposes but are neither restricted nor committed. Intent is expressed by a) the Board of Trustees itself or b) a body or official to which the Board of Trustees has delegated the authority to assign amounts to be used for specific purposes. The Village's highest level of decision-making authority is the Board of Trustees, who is authorized to assign amounts to a specific purpose.

Unassigned Fund Balance. Consists of residual net resources of a fund that has not been restricted, committed, or assigned within the General Fund and deficit fund balances of other governmental funds.

Minimum Fund Balance Policy. The Village's policy manual states that the General Fund should maintain a minimum fund balance equal to 10% of budgeted operating expenditures.

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

FUND BALANCE CLASSIFICATIONS – Continued

The following is a schedule of fund balance classifications for the governmental funds as of the date of this report:

	General	Special Revenue	Capital Projects		Nonmajor	Totals
		Tax Increment Financing	Transportation Impact Fees	Public Use		
Fund Balances						
Nonspendable	\$ 64,493	-	-	-	-	64,493
Restricted						
Police Impound Fees	72,065	-	-	-	-	72,065
E-Citation	691	-	-	-	-	691
Tree Replacement	60,044	-	-	-	-	60,044
Highways and Streets	-	-	1,056,735	-	1,168,431	2,225,166
Subdivision Maintenance	-	-	-	-	29,136	29,136
Tourism	-	-	-	-	58,942	58,942
Public Use	-	-	-	351,602	-	351,602
Debt Service	-	-	-	-	113,725	113,725
	132,800	-	1,056,735	351,602	1,370,234	2,911,371
Unassigned	1,590,321	(361,643)	-	-	-	1,228,678
Total Fund Balances	1,787,614	(361,643)	1,056,735	351,602	1,370,234	4,204,542

NET INVESTMENT IN CAPITAL ASSETS

Governmental Activities	
Capital Assets - Net of Accumulated Depreciation	\$ 30,545,090
Less Capital Related Debt:	
Installment Contracts Payable	(179,524)
General Obligation (ARS) Bonds of 2012	(162,867)
General Obligation (ARS) Bonds of 2016	<u>(1,060,000)</u>
Net Investment in Capital Assets	<u>29,142,699</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

NET INVESTMENT IN CAPITAL ASSETS - Continued

Business-Type Activities	
Capital Assets - Net of Accumulated Depreciation	\$ 45,146,161
Less Capital Related Debt:	
General Obligation (ARS) Bonds of 2012	(237,133)
IEPA Loan of 2002	<u>(742,171)</u>
Net Investment in Capital Assets	<u>44,166,857</u>

NOTE 4 – OTHER INFORMATION

RISK MANAGEMENT

The Village is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters; and injuries to the Village's employees. The Village has purchased insurance from private insurance companies. Risks covered included certain types of liabilities and bonds. Premiums have been displayed as expenditures/expenses in appropriate funds. There were no significant changes in insurance coverages from the prior year and settlements did not exceed insurance coverage in any of the past three fiscal years.

CONTINGENT LIABILITIES

Litigation

The Village is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the Village's attorney, the resolution of these matters will not have a material, adverse effect on the financial condition of the Village.

Sales Tax Rebates

The Village has a sales tax rebate agreement which was designed to induce a vendor to locate and retain their business within the Village. The first agreement originating in 2000, covered point-of-sale transactions within the Village. The agreement has been amended from time to time with the latest amendment occurring in 2010. The 2010 amendment calls for a rebate of 50% of the sales tax receipts received by the Village starting with the first dollar. The sales tax rebate is payable to the vendor each year once the August sales tax remittance has been received by the Village from the State of Illinois. The Village has recorded \$69,315 in sales tax rebate expenses in the General Fund in the current year. As of April 30, 2021, the amount due to the vendor is \$94,890, recorded as a liability in the General Fund.

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 4 – OTHER INFORMATION – Continued

CONTINGENT LIABILITIES – Continued

Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the Village expects such amounts, if any, to be immaterial.

Financial Impact due to COVID-19

In March 2020, the World Health Organization declared the COVID-19 virus a public health emergency. As of the date of this report, the extent of the impact of COVID-19 on the Village's operations and financial position cannot be determined.

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS

The Village contributes to two defined benefit pension plans, the Illinois Municipal Retirement Fund (IMRF), a defined benefit agent multiple-employer public employee retirement system, and the Police Pension Plan which is a single-employer pension plan. A separate report is issued for the Police Pension Plan and may be obtained by writing to the Village at 234 South State Street, PO Box 457, Hampshire, Illinois 60140. IMRF issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole, but not by individual employer. That report may be obtained online at www.imrf.org. The benefits, benefit levels, employee contributions, and employer contributions are governed by Illinois Compiled Statutes (ILCS) and can only be amended by the Illinois General Assembly.

The aggregate amounts recognized for the two pension plans are:

	Net Pension Liability/ (Asset)	Deferred Outflows	Deferred Inflows	Pension Expense/ (Revenue)
IMRF	\$ (790,957)	90,141	358,019	(67,062)
Police Pension	4,698,482	1,013,662	1,294,116	580,791
	<u>3,907,525</u>	<u>1,103,803</u>	<u>1,652,135</u>	<u>513,729</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement Fund (IMRF)

Plan Descriptions

Plan Administration. All employees (other than those covered by the Police Pension Plan) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

Benefits Provided. IMRF has three benefit plans. The vast majority of IMRF members participate in the Regular Plan (RP). The Sheriff's Law Enforcement Personnel (SLEP) plan is for sheriffs, deputy sheriffs, and selected police chiefs. Counties could adopt the Elected County Official (ECO) plan for officials elected prior to August 8, 2011 (the ECO plan was closed to new participants after that date).

IMRF provides two tiers of pension benefits. Employees hired *before* January 1, 2011, are eligible for Tier 1 benefits. Tier 1 employees are vested for pension benefits when they have at least eight years of qualifying service credit. Tier 1 employees who retire at age 55 (at reduced benefits) or after age 60 (at full benefits) with eight years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any consecutive 48 months within the last 10 years of service, divided by 48. Under Tier 1, the pension is increased by 3% of the original amount on January 1 every year after retirement.

Employees hired *on or after* January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating employees who retire at age 62 (at reduced benefits) or after age 67 (at full benefits) with ten years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any 96 consecutive months within the last 10 years of service, divided by 96. Under Tier 2, the pension is increased on January 1 every year after retirement, upon reaching age 67, by the *lesser* of:

- 3% of the original pension amount, or
- 1/2 of the increase in the Consumer Price Index of the original pension amount.

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement Fund (IMRF) – Continued

Plan Descriptions – Continued

Plan Membership. As of December 31, 2020, the measurement date, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	14
Inactive Plan Members Entitled to but not yet Receiving Benefits	13
Active Plan Members	<u>17</u>
Total	<u><u>44</u></u>

Contributions. As set by statute, the Village's Regular Plan Members are required to contribute 4.50% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. For the year-ended April 30, 2021, the Village's contribution was 3.53% of covered payroll.

Net Pension (Asset). The Village's net pension (asset) was measured as of December 31, 2020. The total pension liability used to calculate the net pension (asset) was determined by an actuarial valuation as of that date.

Actuarial Assumptions. The total pension liability was determined by an actuarial valuation performed, as of December 31, 2020, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	5.00%
Salary Increases	3.75% - 9.75%
Cost of Living Adjustments	2.25%
Inflation	2.25%

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement Fund (IMRF) – Continued

Plan Descriptions – Continued

Actuarial Assumptions – Continued. For nondisabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return to the target asset allocation percentage and adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return to the target asset allocation percentage and adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target	Long-Term Expected Real Rate of Return
Fixed Income	28.00%	1.30%
Domestic Equities	37.00%	5.00%
International Equities	18.00%	6.00%
Real Estate	9.00%	6.20%
Blended	7.00%	2.85% - 6.95%
Cash and Cash Equivalents	1.00%	0.70%

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement Fund (IMRF) – Continued

Discount Rate

The discount rate used to measure the total pension liability was 7.25%, the same as in the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension (asset) to changes in the discount rate. The table below presents the net pension (asset) of the Village calculated using the discount rate as well as what the Village's net pension (asset) would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Net Pension (Asset)	\$ (330,009)	(790,957)	(1,165,959)

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement Fund (IMRF) – Continued

Changes in the Net Pension (Asset)

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension (Asset) (A) - (B)
Balances at December 31, 2019	\$ 3,459,305	3,997,584	(538,279)
Changes for the Year:			
Service Cost	88,545	-	88,545
Interest on the Total Pension Liability	248,194	-	248,194
Difference Between Expected and Actual Experience of the Total Pension Liability	105,373	-	105,373
Changes of Assumptions	(28,354)	-	(28,354)
Contributions - Employer	-	33,653	(33,653)
Contributions - Employees	-	45,476	(45,476)
Net Investment Income	-	557,730	(557,730)
Benefit Payments, including Refunds of Employee Contributions	(160,437)	(160,437)	-
Other (Net Transfer)	-	29,577	(29,577)
Net Changes	253,321	505,999	(252,678)
Balances at December 31, 2020	3,712,626	4,503,583	(790,957)

VILLAGE OF HAMPSHIRE, ILLINOIS

**Notes to the Financial Statements
April 30, 2021**

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement Fund (IMRF) – Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended April 30, 2021, the Village recognized pension revenue of \$67,062. At April 30, 2021, the Village reported deferred outflows or resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 77,254	(604)	76,650
Change in Assumptions	-	(20,788)	(20,788)
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	(336,627)	(336,627)
Total Pension Expense to be Recognized in Future Periods	77,254	(358,019)	(280,765)
Pension Contributions Made Subsequent to the Measurement Date	12,887	-	12,887
Total Deferred Amounts Related to IMRF	<u>90,141</u>	<u>(358,019)</u>	<u>(267,878)</u>

\$12,887 reported as deferred outflows of resources related to pensions resulting from employer contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the reporting year ended April 30, 2022. Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred (Inflows) of Resources
2022	\$ (88,101)
2023	(18,474)
2024	(120,234)
2025	(53,956)
2026	-
Thereafter	-
Total	<u>(280,765)</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

**Notes to the Financial Statements
April 30, 2021**

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan

Plan Descriptions

Plan Administration. The Police Pension Plan is a single-employer defined benefit pension plan that covers all sworn police personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. The Village accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active police employees.

Plan Membership. At April 30, 2021, the measurement date, membership consisted of the following:

Inactive Plan Members Currently Receiving Benefits	1
Inactive Plan Members Entitled to but not yet Receiving Benefits	4
Active Plan Members	<u>13</u>
Total	<u><u>18</u></u>

Benefits Provided. The following is a summary of the Police Pension Plan as provided for in Illinois State Statutes.

The Police Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of ½ of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3 percent compounded annually thereafter.

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements April 30, 2021

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Plan Descriptions – Continued

Benefits Provided – Continued. Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the police officer during the 48 consecutive months of service within the last 60 months of service in which the total salary was the highest by the number of months of service in that period. Police officer salary for the pension purposes is capped at \$106,800, plus the lesser of ½ of the annual change in the Consumer Price Index or 3 percent compounded. The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., ½ percent for each month under 55). The monthly benefit of a Tier 2 police officer shall be increased annually at age 60 on the January 1st after the police officer retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent of ½ of the change in the Consumer Price Index for the proceeding calendar year.

Contributions. Covered employees are required to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended April 30, 2021, the Village's contribution was 28.60% of covered payroll.

Concentrations. At year-end, the Pension Plan does not have any investments over 5 percent of the total net position restricted for benefits (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of April 30, 2021, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	5.00%
Salary Increases	3.75% - 9.75%
Cost of Living Adjustments	2.25%
Inflation	2.25%

Mortality rates were based on the Pub-2010 adjusted for plan status, demographics, and Illinois public pension data, as described.

Discount Rate

The discount rate used to measure the total pension liability was 5.00%, the same as in the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Discount Rate Sensitivity

The following is a sensitive analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate as well as what the Village’s net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (4.00%)	Current Discount Rate (5.00%)	1% Increase (6.00%)
Net Pension Liability	\$ 6,268,538	4,698,482	3,482,788

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at April 30, 2020	\$ 7,308,036	2,275,981	5,032,055
Changes for the Year:			
Service Cost	437,092	-	437,092
Interest on the Total Pension Liability	325,280	-	325,280
Changes of Benefit Terms	-	-	-
Difference Between Expected and Actual Experience of the Total Pension Liability	(703,924)	-	(703,924)
Changes of Assumptions	-	-	-
Contributions - Employer	-	300,000	(300,000)
Contributions - Employees	-	100,347	(100,347)
Net Investment Income	-	3,344	(3,344)
Benefit Payments, including Refunds of Employee Contributions	(144,794)	(144,794)	-
Administrative Expense	-	(11,670)	11,670
Net Changes	(86,346)	247,227	(333,573)
Balances at April 30, 2021	7,221,690	2,523,208	4,698,482

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements
April 30, 2021

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended April 30, 2021, the Village recognized pension expense of \$580,791. At April 30, 2021, the Village reported deferred outflows or resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 244,828	(1,197,014)	(952,186)
Change in Assumptions	591,525	(97,102)	494,423
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	177,309	-	177,309
Total Deferred Amounts Related to Police Pension	<u>1,013,662</u>	<u>(1,294,116)</u>	<u>(280,454)</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows of Resources
2022	\$ 16,594
2023	675
2024	(11,015)
2025	(25,941)
2026	(49,022)
Thereafter	<u>(211,745)</u>
Total	<u>(280,454)</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Notes to the Financial Statements

April 30, 2021

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS

The Village has evaluated its potential other post-employment benefits liability. Former employees who choose to retain their rights to health insurance through the Village are required to pay 100% of the current premium. However, there is no participation. As the Village provides no explicit benefit, and there is no participation, there is no material implicit subsidy to calculate in accordance with GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions*. Therefore, the Village has not recorded a liability as of April 30, 2021.

SUBSEQUENT EVENT

American Rescue Plan Act

On March 11, 2021, the American Rescue Plan Act of 2021 was signed into law. This act provides \$350 billion in funding for local governments. The Village has been allocated \$848,787 to be received in two installments. On August 13, 2021 the Village received their first installment of \$424,894.

Debt Issuances

On July 15, 2021, the Village executed Debt Certificates with Heartland Bank in the amount of \$182,500. Interest is payable at 2.25% semi-annually and principal is due in equal annual installments maturing on June 1, 2028.

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures that are required by the GASB but are not considered a part of the basic financial statements. Such information includes:

- Schedule of Employer Contributions
 - Illinois Municipal Retirement Fund
 - Police Pension Fund

- Schedule of Changes in the Employer's Net Pension Liability/(Asset)
 - Illinois Municipal Retirement Fund
 - Police Pension Fund

- Schedule of Investment Returns
 - Police Pension Fund

- Budgetary Comparison Schedule
 - General Fund
 - Tax Increment Financing - Special Revenue Fund

Notes to the Required Supplementary Information

Budgetary Information – Budgets are adopted on a basis consistent with generally accepted accounting principles.

VILLAGE OF HAMPSHIRE, ILLINOIS

Illinois Municipal Retirement Fund

**Required Supplementary Information
Schedule of Employer Contributions
April 30, 2021**

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2016	\$ 22,680	\$ 22,680	\$ -	\$ 533,645	4.25%
2017	17,491	17,491	-	586,761	2.98%
2018	21,539	21,539	-	632,999	3.40%
2019	17,892	17,892	-	701,731	2.55%
2020	15,763	15,763	-	847,182	1.86%
2021	36,020	36,020	-	1,019,918	3.53%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	23 Years
Asset Valuation Method	5-Year Smoothed Fair Value
Inflation	2.50%
Salary Increases	3.35% - 14.25%
Investment Rate of Return	7.25%
Retirement Age	See the Notes to the Financial Statements
Mortality	IMRF specific mortality table was used with fully generational projection scale MP-2017 (base year 2015).

Note:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

VILLAGE OF HAMPSHIRE, ILLINOIS

Police Pension Fund

**Required Supplementary Information
Schedule of Employer Contributions
April 30, 2021**

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2015	\$ 208,600	\$ 208,600	\$ -	\$ 855,320	24.39%
2016	186,085	187,000	915	802,621	23.30%
2017	198,691	200,000	1,309	856,700	23.35%
2018	190,291	200,000	9,709	884,543	22.61%
2019	200,658	215,000	14,342	868,836	24.75%
2020	276,739	277,000	261	955,972	28.98%
2021	295,328	300,000	4,672	1,048,820	28.60%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	19 Years
Asset Valuation Method	5-Year Smoothed Fair Value
Inflation	2.50%
Salary Increases	3.25%
Investment Rate of Return	5.00%
Retirement Age	See the Notes to the Financial Statements
Mortality	RP-2014 Adjusted for Plan Status, Collar, and Illinois Public Pension Data, as Appropriate

Note:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

VILLAGE OF HAMPSHIRE, ILLINOIS

Illinois Municipal Retirement Fund

Required Supplementary Information

Schedule of Changes in the Employer's Net Pension Liability/(Asset)

April 30, 2021

	<u>12/31/2015</u>
Total Pension Liability	
Service Cost	\$ 60,074
Interest	191,432
Differences Between Expected and Actual Experience	30,658
Changes of Assumptions	-
Benefit Payments, Including Refunds of Member Contributions	<u>(118,436)</u>
Net Change in Total Pension Liability	163,728
Total Pension Liability - Beginning	<u>2,581,605</u>
Total Pension Liability - Ending	<u><u>2,745,333</u></u>
Plan Fiduciary Net Position	
Contributions - Employer	\$ 22,680
Contributions - Members	29,559
Net Investment Income	15,942
Benefit Payments, Including Refunds of Member Contributions	(118,436)
Administrative Expense	<u>(88,769)</u>
Net Change in Plan Fiduciary Net Position	(139,024)
Plan Net Position - Beginning	<u>3,221,505</u>
Plan Net Position - Ending	<u><u>3,082,481</u></u>
Employer's Net Pension Liability/(Asset)	<u><u>\$ (337,148)</u></u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	112.28%
Covered Payroll	\$ 533,645
Employer's Net Pension Liability/(Asset) as a Percentage of Covered Payroll	(63.18%)

Note:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

12/31/2016	12/31/2017	12/31/2018	12/31/2019	12/31/2020
60,047	63,618	62,490	73,182	88,545
203,596	216,673	220,027	235,821	248,194
32,613	(12,862)	67,112	(1,658)	105,373
-	(93,507)	93,870	-	(28,354)
(121,474)	(125,892)	(131,391)	(128,293)	(160,437)
174,782	48,030	312,108	179,052	253,321
2,745,333	2,920,115	2,968,145	3,280,253	3,459,305
2,920,115	2,968,145	3,280,253	3,459,305	3,712,626
16,007	19,465	25,167	5,993	33,653
25,365	27,034	30,865	34,574	45,476
213,592	584,171	(206,886)	654,781	557,730
(121,474)	(125,892)	(131,391)	(128,293)	(160,437)
18,983	(36,712)	38,708	(28,954)	29,577
152,473	468,066	(243,537)	538,101	505,999
3,082,481	3,234,954	3,703,020	3,459,483	3,997,584
3,234,954	3,703,020	3,459,483	3,997,584	4,503,583
(314,839)	(734,875)	(179,230)	(538,279)	(790,957)
110.78%	124.76%	105.46%	115.56%	121.30%
563,656	600,766	684,914	768,308	1,010,582
(55.86%)	(122.32%)	(26.17%)	(70.06%)	(78.27%)

VILLAGE OF HAMPSHIRE, ILLINOIS

Police Pension Fund

**Required Supplementary Information
Schedule of Changes in the Employer's Net Pension Liability
April 30, 2021**

	<u>4/30/2015</u>
Total Pension Liability	
Service Cost	\$ 154,285
Interest	143,727
Change in Benefit Terms	-
Differences Between Expected and Actual Experience	(176,846)
Change of Assumptions	117,723
Benefit Payments, Including Refunds of Member Contributions	<u>(35,131)</u>
Net Change in Total Pension Liability	203,758
Total Pension Liability - Beginning	<u>2,413,011</u>
Total Pension Liability - Ending	<u><u>2,616,769</u></u>
Plan Fiduciary Net Position	
Contributions - Employer	\$ 208,600
Contributions - Members	83,662
Contributions - Other	50
Net Investment Income	215
Benefit Payments, Including Refunds of Member Contributions	(35,131)
Administrative Expense	<u>(5,449)</u>
Net Change in Plan Fiduciary Net Position	251,947
Plan Net Position - Beginning	<u>600,880</u>
Plan Net Position - Ending	<u><u>852,827</u></u>
Employer's Net Pension Liability	<u><u>\$ 1,763,942</u></u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	32.59%
Covered Payroll	\$ 855,320
Employer's Net Pension Liability as a Percentage of Covered Payroll	206.23%

Note:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

4/30/2016	4/30/2017	4/30/2018	4/30/2019	4/30/2020	4/30/2021
183,590	173,052	193,433	254,642	269,484	437,092
157,006	170,016	189,057	171,357	203,716	325,280
-	-	-	-	2,738,836	-
(303,520)	91,838	(761,677)	268,220	(68,997)	(703,924)
186,769	(94,941)	746,010	(70,522)	117,801	-
-	(14,029)	(31,202)	(24,408)	(54,264)	(144,794)
223,845	325,936	335,621	599,289	3,206,576	(86,346)
2,616,769	2,840,614	3,166,550	3,502,171	4,101,460	7,308,036
2,840,614	3,166,550	3,502,171	4,101,460	7,308,036	7,221,690
187,000	200,000	200,000	215,000	277,000	300,000
82,415	83,612	86,757	90,191	92,505	100,347
-	-	-	-	-	-
299	385	10,624	30,293	29,950	3,344
-	(14,029)	(31,202)	(24,408)	(54,264)	(144,794)
(7,555)	(5,882)	(6,352)	(8,993)	(10,192)	(11,670)
262,159	264,086	259,827	302,083	334,999	247,227
852,827	1,114,986	1,379,072	1,638,899	1,940,982	2,275,981
1,114,986	1,379,072	1,638,899	1,940,982	2,275,981	2,523,208
1,725,628	1,787,478	1,863,272	2,160,478	5,032,055	4,698,482
39.25%	43.55%	46.80%	47.32%	31.14%	34.94%
802,621	856,700	884,543	868,836	955,975	1,048,820
215.00%	208.65%	210.65%	248.66%	526.38%	447.98%

VILLAGE OF HAMPSHIRE, ILLINOIS

Police Pension Fund

**Required Supplementary Information
Schedule of Investment Returns
April 30, 2021**

Fiscal Year	Annual Money- Weighted Rate of Return, Net of Investment Expense
2015	0.03%
2016	0.03%
2017	0.03%
2018	0.03%
2019	0.03%
2020	0.03%
2021	0.03%

Note:
This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

VILLAGE OF HAMPSHIRE, ILLINOIS

General Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2021**

	Budget		Actual
	Original	Final	
Revenues			
Taxes	\$ 3,214,585	3,214,585	3,308,593
Intergovernmental	22,500	22,500	391,134
Charges for Services	314,211	314,211	297,185
Licenses and Permits	154,375	154,375	245,520
Fines and Forfeitures	110,000	110,000	72,716
Investment Income	36,215	36,215	5,163
Miscellaneous Income	201,813	201,813	231,511
Total Revenues	<u>4,053,699</u>	<u>4,053,699</u>	<u>4,551,822</u>
Expenditures			
General Government	1,049,107	1,049,107	1,186,767
Highways and Streets	945,001	945,001	988,361
Police Protection	2,189,491	2,189,491	1,982,316
Planning and Zoning	2,159	2,159	1,103
Debt Service			
Principal Retirement	163,575	163,575	163,575
Interest and Fiscal Charges	33,543	33,543	14,209
Total Expenditures	<u>4,382,876</u>	<u>4,382,876</u>	<u>4,336,331</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(329,177)</u>	<u>(329,177)</u>	<u>215,491</u>
Other Financing Sources (Uses)			
Disposal of Capital Assets	6,000	6,000	6,600
Transfers In	343,200	343,200	-
Transfers Out	-	-	(430)
	<u>349,200</u>	<u>349,200</u>	<u>6,170</u>
Net Change in Fund Balance	<u>20,023</u>	<u>20,023</u>	221,661
Fund Balance - Beginning			<u>1,565,953</u>
Fund Balance - Ending			<u>1,787,614</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Tax Increment Financing - Special Revenue Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2021**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property Taxes	\$ 46,623	46,623	47,434
Investment Income	10	10	11
Total Revenues	<u>46,633</u>	<u>46,633</u>	<u>47,445</u>
Expenditures			
General Government			
Professional Services	2,500	2,500	786
Debt Service			
Principal Retirement	34,400	34,400	34,400
Interest and Fiscal Charges	36,206	36,206	36,722
Total Expenditures	<u>73,106</u>	<u>73,106</u>	<u>71,908</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(26,473)	(26,473)	(24,463)
Other Financing Sources			
Transfers In	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>
Net Change in Fund Balance	<u>3,527</u>	<u>3,527</u>	5,537
Fund Balance - Beginning			<u>(367,180)</u>
Fund Balance - Ending			<u>(361,643)</u>

OTHER SUPPLEMENTARY INFORMATION

Other supplementary information includes financial statements and schedules not required by the GASB, nor a part of the basic financial statements, but are presented for purposes of additional analysis.

Such statements and schedules include:

- Budgetary Comparison Schedules – Major Governmental Funds
- Combining Statements – Nonmajor Governmental Funds
- Budgetary Comparison Schedules – Nonmajor Governmental Funds
- Budgetary Comparison Schedules – Enterprise Funds
- Budgetary Comparison Schedule – Fiduciary Funds

INDIVIDUAL FUND SCHEDULES

GENERAL FUND

The General Fund, a major fund, accounts for all financial resources except those required to be accounted for in another fund.

SPECIAL REVENUE FUNDS

Special Revenue Funds are created to account for the proceeds of specific revenue sources (other than fiduciary funds or capital project funds) that are legally restricted to expenditure for specified purposes.

Tax Increment Financing Fund

The Tax Increment Financing Fund is used to account for expenditures of incremental property taxes and sales tax generated in the designated downtown Tax Increment Financing area.

Motor Fuel Tax Fund

The Motor Fuel Tax Fund is used to account for the maintenance and construction of streets and roads as approved by the Illinois Department of Transportation.

Road and Bridge Fund

The Road and Bridge Fund is used to account for the revenues and expenditures associated with the maintenance of local roads. Revenue is provided through a tax levy.

Special Service Areas Fund

The Special Service Areas Fund is used to account for the revenues and expenditures used in the maintenance of various special service areas in the Village.

Evidence Fund

The Evidence Fund is used to account for the resources provided by the seizure of assets through application of the local and state laws.

Hotel/Motel Tax Fund

The Hotel/Motel Tax Fund is used to account for the revenues and expenditures associated with the collection of the hotel/motel tax within the Village.

INDIVIDUAL FUND SCHEDULES

DEBT SERVICE FUND

Debt Service Fund are created to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

Capital Bonds Fund

The Capital Bonds Fund is used to account for the proceeds of the 2006 Alternate Revenue Source Bonds to construct various Village improvements.

CAPITAL PROJECTS FUNDS

Capital Projects Funds are created to account for all resources used for the acquisition of capital facilities by a governmental unit except those financed by Proprietary Funds.

Transportation Impact Fees Fund

The Transportation Impact Fees Fund is used to account for the proceeds of transportation impact fees charged by the Village and the improvements funded by the fees.

Public Use Fund

The Public Use Fund is used to account for the proceeds of public use impact fees charged by the Village and the improvements funded by the fees.

Capital Improvements Fund

The Capital Improvements Fund is used to account for transfers from other funds for various construction projects.

TIF Revenue Bonds of 2009A/Tuscany Woods Line of Credit Fund

The TIF Revenue Bonds of 2009A/Tuscany Woods Line of Credit Fund is used for servicing projects related to the TIF Revenue Bonds of 2009A and the Tuscany Woods line of credit.

Equipment Replacement Fund

The Equipment Replacement Fund is used to account for the purchase of replacement vehicles for the Village fleet. Revenue is provided through excess funds.

Early Warning Impact Fees Fund

The Early Warning Impact Fees Fund is used to account for proceeds of early warning impact fees charged by the Village and the improvements funded by the fees.

INDIVIDUAL FUND SCHEDULES

ENTERPRISE FUNDS

Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent is that costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where it has been decided that periodic determination of revenues earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purpose.

Water and Sewer Fund

The Water and Sewer Fund is used to account for the provision of water and sewer services to the residents and businesses of the Village financed by user fees.

Garbage Fund

The Garbage Fund is used to account for the provision of solid waste services to the residents and businesses of the Village financed by user fees.

TRUST AND CUSTODIAL FUNDS

PENSION TRUST FUND

Police Pension Fund

The Police Pension Fund is used to account for the accumulation of resources to be used for retirement annuity payments to employees on the police force at appropriate amounts and times in the future. Resources are contributed by employees at rates fixed by law and by the Village at amounts determined by an annual actuarial study.

CUSTODIAL FUND

Special Service Areas #9, #14, and #16 - #19 Fund

The Special Service Areas #9, #14, and #16 - #19 Fund is used to account for the for the collection of taxes from special service areas #9, #14, and #16 through #19 and related remittance to the bondholders.

VILLAGE OF HAMPSHIRE, ILLINOIS

General Fund

**Schedule of Revenues - Budget and Actual
For the Fiscal Year Ended April 30, 2021**

	Budget		Actual
	Original	Final	
Taxes			
Property Taxes	\$ 1,055,215	1,055,215	1,053,834
Sales and Use Taxes	1,009,000	1,009,000	974,800
State Income Taxes	765,970	765,970	886,173
Utility Taxes	384,400	384,400	388,327
Cannabis Excise Taxes	-	-	5,459
	<u>3,214,585</u>	<u>3,214,585</u>	<u>3,308,593</u>
Intergovernmental			
Replacement Taxes	22,500	22,500	23,224
Grants	-	-	367,910
	<u>22,500</u>	<u>22,500</u>	<u>391,134</u>
Charges for Services	<u>314,211</u>	<u>314,211</u>	<u>297,185</u>
Licenses and Permits	<u>154,375</u>	<u>154,375</u>	<u>245,520</u>
Fines and Forfeitures	<u>110,000</u>	<u>110,000</u>	<u>72,716</u>
Investment Income	<u>36,215</u>	<u>36,215</u>	<u>5,163</u>
Miscellaneous Income	<u>201,813</u>	<u>201,813</u>	<u>231,511</u>
Total Revenues	<u>4,053,699</u>	<u>4,053,699</u>	<u>4,551,822</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

General Fund

**Schedule of Expenditures - Budget and Actual
For the Fiscal Year Ended April 30, 2021**

	Budget		Actual
	Original	Final	
General Government			
Personal Services	\$ 492,875	492,875	521,028
Contractual Services	439,764	439,764	535,392
Commodities	21,080	21,080	30,504
Other Expenditures	84,888	84,888	81,243
Capital Outlay	10,500	10,500	18,600
	<u>1,049,107</u>	<u>1,049,107</u>	<u>1,186,767</u>
Highways and Streets			
Personal Services	584,711	584,711	480,029
Contractual Services	254,000	254,000	197,450
Commodities	56,500	56,500	58,815
Other Expenditures	500	500	1,241
Capital Outlay	49,290	49,290	250,826
	<u>945,001</u>	<u>945,001</u>	<u>988,361</u>
Police Protection			
Personal Services	1,844,060	1,844,060	1,685,654
Contractual Services	238,293	238,293	238,895
Commodities	59,750	59,750	45,686
Capital Outlay	47,388	47,388	12,081
	<u>2,189,491</u>	<u>2,189,491</u>	<u>1,982,316</u>
Planning and Zoning			
Personal Services	<u>2,159</u>	<u>2,159</u>	<u>1,103</u>
Debt Service			
Principal Retirement	163,575	163,575	163,575
Interest and Fiscal Charges	33,543	33,543	14,209
	<u>197,118</u>	<u>197,118</u>	<u>177,784</u>
Total Expenditures	<u>4,382,876</u>	<u>4,382,876</u>	<u>4,336,331</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Transportation Impact Fees - Capital Projects Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2021**

	Budget		Actual
	Original	Final	
Revenues			
Charges for Services	\$ 65,440	65,440	103,068
Expenditures			
Highways and Streets	-	-	247
Excess (Deficiency) of Revenues Over (Under) Expenditures	65,440	65,440	102,821
Other Financing (Uses)			
Transfers Out	(151,200)	(151,200)	-
Net Change in Fund Balance	<u>(85,760)</u>	<u>(85,760)</u>	102,821
Fund Balance - Beginning			<u>953,914</u>
Fund Balance - Ending			<u><u>1,056,735</u></u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Public Use - Capital Projects Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2021**

	Budget		Actual
	Original	Final	
Revenues			
Charges for Services	\$ -	-	44,856
Investment Income	350	350	125
Total Revenues	350	350	44,981
Expenditures			
General Government	160,000	160,000	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(159,650)	(159,650)	44,981
Other Financing (Uses)			
Transfers Out	(30,000)	(30,000)	(30,000)
Net Change in Fund Balance	<u>(189,650)</u>	<u>(189,650)</u>	14,981
Fund Balance - Beginning			<u>336,621</u>
Fund Balance - Ending			<u>351,602</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Nonmajor Governmental Funds

Combining Balance Sheet

April 30, 2021

	Special Revenue				
	Motor Fuel Tax	Road and Bridge	Special Service Areas	Evidence	Hotel/ Motel Tax
ASSETS					
Cash and Investments	\$ 763,033	130,029	43,233	-	61,942
Receivables - Net of Allowances					
Property Taxes	-	118,869	56,815	-	-
Other Taxes	18,326	-	-	-	-
Due from Other Funds	-	14,952	-	-	-
Total Assets	<u>781,359</u>	<u>263,850</u>	<u>100,048</u>	<u>-</u>	<u>61,942</u>
LIABILITIES					
Accounts Payable	-	-	528	-	3,000
Accrued Payroll	-	-	911	-	-
Due to Other Funds	-	-	12,658	-	-
Total Liabilities	<u>-</u>	<u>-</u>	<u>14,097</u>	<u>-</u>	<u>3,000</u>
DEFERRED INFLOWS OF RESOURCES					
Property Taxes	-	118,869	56,815	-	-
Total Liabilities and Deferred Inflows of Resources	<u>-</u>	<u>118,869</u>	<u>70,912</u>	<u>-</u>	<u>3,000</u>
FUND BALANCES					
Restricted	<u>781,359</u>	<u>144,981</u>	<u>29,136</u>	<u>-</u>	<u>58,942</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>781,359</u>	<u>263,850</u>	<u>100,048</u>	<u>-</u>	<u>61,942</u>

Debt Service Capital Bonds	Capital Projects				Totals
	Capital Improvements	TIF Revenue Bonds of 2009A/ Tuscany Woods Line of Credit	Equipment Replacement	Early Warning Impact Fees	
113,725	93,434	79,613	90,328	6,885	1,382,222
-	-	-	-	-	175,684
-	-	-	-	-	18,326
-	-	-	25,000	-	39,952
113,725	93,434	79,613	115,328	6,885	1,616,184
-	53,169	-	-	-	56,697
-	-	-	-	-	911
-	-	-	-	-	12,658
-	53,169	-	-	-	70,266
-	-	-	-	-	175,684
-	53,169	-	-	-	245,950
113,725	40,265	79,613	115,328	6,885	1,370,234
113,725	93,434	79,613	115,328	6,885	1,616,184

VILLAGE OF HAMPSHIRE, ILLINOIS

Nonmajor Governmental Funds

**Combining Statement of Revenues, Expenditures and Changes in Fund Balances
For the Fiscal Year Ended April 30, 2021**

	Special Revenue				
	Motor Fuel Tax	Road and Bridge	Special Service Areas	Evidence	Hotel/ Motel Tax
Revenues					
Taxes	\$ -	112,504	76,301	-	14,093
Intergovernmental	408,635	1,659	-	-	-
Investment Income	1,449	5	116	-	36
Total Revenues	410,084	114,168	76,417	-	14,129
Expenditures					
General Government	-	-	-	-	26,000
Highways and Streets	247,496	-	55,708	-	-
Debt Service					
Principal Retirement	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-
Total Expenditures	247,496	-	55,708	-	26,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	162,588	114,168	20,709	-	(11,871)
Other Financing Sources					
Transfers In	-	-	-	430	-
Net Change in Fund Balances	162,588	114,168	20,709	430	(11,871)
Fund Balances - Beginning	618,771	30,813	8,427	(430)	70,813
Fund Balances - Ending	781,359	144,981	29,136	-	58,942

Debt Service Capital Bonds	Capital Projects				Totals
	Capital Improvements	TIF Revenue Bonds of 2009A/ Tuscany Woods Line of Credit	Equipment Replacement	Early Warning Impact Fees	
-	-	-	-	-	202,898
-	-	-	-	-	410,294
4	25	-	29	-	1,664
4	25	-	29	-	614,856
-	-	-	-	-	26,000
-	72,691	-	-	-	375,895
76,951	-	-	-	-	76,951
7,513	-	-	-	-	7,513
84,464	72,691	-	-	-	486,359
(84,460)	(72,666)	-	29	-	128,497
84,464	-	-	-	-	84,894
4	(72,666)	-	29	-	213,391
113,721	112,931	79,613	115,299	6,885	1,156,843
113,725	40,265	79,613	115,328	6,885	1,370,234

VILLAGE OF HAMPSHIRE, ILLINOIS

Motor Fuel Tax - Special Revenue Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2021**

	Budget		Actual
	Original	Final	
Revenues			
Intergovernmental			
Motor Fuel Tax Allotments	\$ 238,947	238,947	408,635
Investment Income	-	-	1,449
Total Revenues	<u>238,947</u>	<u>238,947</u>	410,084
Expenditures			
Highways and Streets	<u>435,782</u>	<u>435,782</u>	247,496
Net Change in Fund Balance	<u>(196,835)</u>	<u>(196,835)</u>	162,588
Fund Balance - Beginning			<u>618,771</u>
Fund Balance - Ending			<u><u>781,359</u></u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Road and Bridge - Special Revenue Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2021**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property Taxes	\$ 109,043	109,043	112,504
Intergovernmental			
Replacement Taxes	-	-	1,659
Investment Income	55	55	5
Total Revenues	<u>109,098</u>	<u>109,098</u>	<u>114,168</u>
Expenditures			
Highways and Streets	<u>100,000</u>	<u>100,000</u>	-
Net Change in Fund Balance	<u>9,098</u>	<u>9,098</u>	114,168
Fund Balance - Beginning			<u>30,813</u>
Fund Balance - Ending			<u>144,981</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Special Service Areas - Special Revenue Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2021**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property Taxes	\$ 75,065	75,065	76,301
Investment Income	-	-	116
Total Revenues	<u>75,065</u>	<u>75,065</u>	<u>76,417</u>
Expenditures			
Highways and Streets	<u>86,029</u>	<u>86,029</u>	<u>55,708</u>
Net Change in Fund Balance	<u>(10,964)</u>	<u>(10,964)</u>	20,709
Fund Balance - Beginning			<u>8,427</u>
Fund Balance - Ending			<u><u>29,136</u></u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Hotel/Motel Tax - Special Revenue Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2021**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Hotel/Motel Tax	\$ 12,000	12,000	14,093
Investment Income	250	250	36
Total Revenues	<u>12,250</u>	<u>12,250</u>	<u>14,129</u>
Expenditures			
General Government	<u>26,000</u>	<u>26,000</u>	<u>26,000</u>
Net Change in Fund Balance	<u>(13,750)</u>	<u>(13,750)</u>	(11,871)
Fund Balance - Beginning			<u>70,813</u>
Fund Balance - Ending			<u><u>58,942</u></u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Capital Improvement - Capital Projects Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2021**

	Budget		Actual
	Original	Final	
Revenues			
Investment Income	\$ 20	20	25
Expenditures			
Highways and Streets	-	-	72,691
Excess (Deficiency) of Revenues Over (Under) Expenditures	20	20	(72,666)
Other Financing (Uses)			
Transfers Out	(77,000)	(77,000)	-
Net Change in Fund Balance	<u>(76,980)</u>	<u>(76,980)</u>	(72,666)
Fund Balance - Beginning			<u>112,931</u>
Fund Balance - Ending			<u><u>40,265</u></u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Equipment Replacement - Capital Projects Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2021**

	Budget		Actual
	Original	Final	
Revenues			
Investment Income	\$ 15	15	29
Expenditures			
Highways and Streets	140,000	140,000	-
Net Change in Fund Balance	<u>(139,985)</u>	<u>(139,985)</u>	29
Fund Balance - Beginning			<u>115,299</u>
Fund Balance - Ending			<u>115,328</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Water and Sewer - Enterprise Fund

**Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended April 30, 2021**

	Budget		Actual
	Original	Final	
Operating Revenues			
Charges for Services	\$ 2,617,326	2,617,326	2,625,122
Operating Expenses			
Operations			
Water Department	840,440	840,440	761,187
Sewer Department	796,938	796,938	572,260
System Improvements	106,060	106,060	53,105
Depreciation	-	-	1,429,995
Total Operating Expenses	1,743,438	1,743,438	2,816,547
Operating Income (Loss)	873,888	873,888	(191,425)
Nonoperating Revenues (Expenses)			
Tap On Fees	-	-	7,650
Investment Income	30	30	19
Grants	30	30	79,300
Other Income	500	500	466
Interest and Fiscal Charges	(536,163)	(536,163)	(31,717)
	(535,603)	(535,603)	55,718
Income (Loss) Before Transfers and Contributions	338,285	338,285	(135,707)
Contributions	-	-	220,060
Transfers Out	(324,569)	(324,569)	(84,464)
	(324,569)	(324,569)	135,596
Change in Net Position	13,716	13,716	(111)
Net Position - Beginning			46,742,726
Net Position - Ending			46,742,615

VILLAGE OF HAMPSHIRE, ILLINOIS

Water and Sewer - Enterprise Fund

**Schedule of Operating Expenses - Budget and Actual
For the Fiscal Year Ended April 30, 2021**

	Budget		Actual
	Original	Final	
Operations			
Water Department			
Personal Services	\$ 227,795	227,795	213,665
Contractual Services	470,585	470,585	384,728
Commodities	106,290	106,290	126,941
Miscellaneous	35,770	35,770	35,853
	<u>840,440</u>	<u>840,440</u>	<u>761,187</u>
Sewer Department			
Personal Services	156,951	156,951	144,238
Contractual Services	470,140	470,140	295,283
Commodities	115,077	115,077	78,303
Miscellaneous	54,770	54,770	54,436
	<u>796,938</u>	<u>796,938</u>	<u>572,260</u>
Total Operations	<u>1,637,378</u>	<u>1,637,378</u>	<u>1,333,447</u>
System Improvements			
Water Department	<u>106,060</u>	<u>106,060</u>	<u>53,105</u>
Depreciation			
Water Department	-	-	501,890
Sewer Department	-	-	928,105
Total Depreciation	<u>-</u>	<u>-</u>	<u>1,429,995</u>
Total Operating Expenses	<u>1,743,438</u>	<u>1,743,438</u>	<u>2,816,547</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Garbage - Enterprise Fund

**Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended April 30, 2021**

	Budget		Actual
	Original	Final	
Operating Revenues			
Charges for Services	\$ 604,555	604,555	705,602
Operating Expenses			
Operations			
Garbage Department	604,021	604,021	698,199
Change in Net Position	<u>534</u>	<u>534</u>	7,403
Net Position - Beginning			<u>52,474</u>
Net Position - Ending			<u>59,877</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Police Pension - Pension Trust Fund

**Schedule of Changes in Fiduciary Net Position - Budget and Actual
For the Fiscal Year Ended April 30, 2021**

	Budget		Actual
	Original	Final	
Additions			
Contributions - Employer	\$ 300,000	300,000	300,000
Contributions - Plan Members	103,500	103,500	100,347
Total Contributions	403,500	403,500	400,347
Investment Income			
Interest Earned	29,000	29,000	3,344
Net Change in Fair Value	-	-	-
	29,000	29,000	3,344
Less Investment Expenses	-	-	-
Net Investment Income	29,000	29,000	3,344
Total Additions	432,500	432,500	403,691
Deductions			
Administration	15,600	15,600	11,670
Benefits and Refunds	122,461	122,461	144,794
Total Deductions	138,061	138,061	156,464
Change in Fiduciary Net Position	294,439	294,439	247,227
Net Position Restricted for Pensions			
Beginning			2,275,981
Ending			2,523,208

VILLAGE OF HAMPSHIRE, ILLINOIS

Special Service Areas #9, #14, and #16 - #19 - Custodial Fund

**Schedule of Changes in Fiduciary Net Position - Budget and Actual
For the Fiscal Year Ended April 30, 2021**

	Budget		Actual
	Original	Final	
Additions			
Property Taxes	\$ 1,322,140	1,322,140	1,329,889
Investment Income	23,035	23,035	1,013
Total Additions	<u>1,345,175</u>	<u>1,345,175</u>	<u>1,330,902</u>
Deductions			
Professional Services	576,579	576,579	65,653
Debt Service			
Principal Retirement	<u>1,116,181</u>	<u>1,116,181</u>	<u>1,610,381</u>
Total Deductions	<u>1,692,760</u>	<u>1,692,760</u>	<u>1,676,034</u>
Change in Fiduciary Net Position	<u>(347,585)</u>	<u>(347,585)</u>	(345,132)
Net Position Restricted for Individuals, Organizations, and Other Governments			
Beginning			<u>1,991,586</u>
Ending			<u><u>1,646,454</u></u>

VILLAGE OF HAMPSHIRE, ILLINOIS

**Consolidated Year-End Financial Report
April 30, 2021**

CSFA #	Program Name	State	Federal	Other	Totals
494-00-0967	High-Growth Cities	\$ 26,145	-	-	26,145
494-00-1488	Motor Fuel Tax	221,351	-	-	221,351
494-42-0495	Local Surface Transportation	-	191	-	191
	Other Grant Programs and Activities				
	All Other Costs Not Allocated		367,910	5,128	373,038
		-	-	7,832,948	7,832,948
	Totals	247,496	368,101	7,838,076	8,453,673



REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENTAL AUDITING STANDARDS

October 26, 2021

The Honorable Village President
Members of the Board of Trustees
Village of Hampshire, Illinois

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Hampshire, Illinois, as of and for the year ended April 30, 2021, and the related notes to the financial statements, which collectively comprise the Village’s basic financial statements, and have issued our report thereon dated October 26, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Village’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Village’s financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

SUPPLEMENTAL SCHEDULES

VILLAGE OF HAMPSHIRE, ILLINOIS

**Schedule of Tax Data - Last Ten Tax Levy Years
April 30, 2021**

	2011	2012	2013	2014
Assessed Valuation	\$ 168,805,218	154,913,352	142,583,995	138,815,939
Tax Rates by Fund				
General	0.2627	0.2945	0.3462	0.3626
Police Protection	0.0727	0.0816	0.0920	0.1037
Special Revenue Funds				
Audit	0.0245	0.0276	0.0173	0.0144
Liability	0.0380	0.0480	0.0541	0.0588
Illinois Municipal Retirement	0.0208	0.0188	0.0212	0.0284
Social Security	0.0129	0.0137	0.0154	0.0203
Total Tax Rates	0.4316	0.4842	0.5463	0.5883
Tax Extension by Fund				
General	\$ 442,682	456,162	493,570	503,366
Police Protection	122,485	126,482	131,202	143,948
Special Revenue Funds				
Audit	41,344	42,694	24,710	20,058
Liability	64,093	74,391	77,166	81,639
Illinois Municipal Retirement	34,976	29,172	30,261	39,400
Social Security	21,783	21,236	22,028	28,230
Total Tax Extensions	727,363	750,137	778,936	816,640
Total Collections - All Funds				
Levy Collections through April 30	\$ 715,525	735,499	764,121	806,718
Percent Collected	98.37%	98.05%	98.10%	98.78%

Note: The 2020 levy is not collected until fiscal year 2022.

2015	2016	2017	2018	2019	2020
146,693,736	170,980,247	186,537,007	200,118,875	218,284,064	234,759,552
0.3454	0.2943	0.2803	0.2769	0.2727	0.2923
0.1571	0.1757	0.1750	0.1778	0.1720	0.1709
0.0130	0.0114	0.0127	0.0099	0.0096	0.0103
0.0326	0.0286	0.0211	0.0209	0.0189	0.0085
0.0130	0.0014	0.0071	0.0067	0.0019	0.0019
0.0137	0.0120	0.0111	0.0102	0.0099	0.0062
0.5748	0.5234	0.5072	0.5024	0.4850	0.4901
506,663	503,226	522,776	554,175	595,261	686,120
230,388	300,383	326,490	355,843	375,449	401,129
19,120	19,545	23,603	19,770	20,955	24,220
47,799	48,859	39,337	41,813	41,256	20,058
19,120	2,445	13,278	13,344	4,147	4,564
20,077	20,521	20,652	20,412	21,610	14,522
843,166	894,979	946,134	1,005,357	1,058,678	1,150,613
831,279	875,235	934,533	997,044	1,053,834	-
98.59%	97.79%	98.77%	99.17%	99.54%	0.00%

VILLAGE OF HAMPSHIRE, ILLINOIS

**Schedule of Water/Sewer Data
April 30, 2021**

Number of Water Users	2,897
Water Rate per 1,000 Gallons	\$ 5.00
Number of Sewer Users	2,917
Sewer Rate per 1,000 Gallons	\$ 6.24
Sewer User Billings Charge per Billing	\$ 1.00
Capital Improvements per Billing	\$ 20.00

VILLAGE OF HAMPSHIRE, ILLINOIS

Long-Term Debt Requirements

Installment Contract of 2020

April 30, 2021

Date of Issue	March 18, 2020
Date of Maturity	March 20, 2025
Authorized Issue	\$220,000
Interest Rate	3.26%
Principal Maturity and Interest Dates	Monthly
Payable at	Resource Bank

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Totals</u>
2022	\$ 42,591	5,217	47,808
2023	44,000	3,808	47,808
2024	45,456	2,352	47,808
2025	47,477	858	48,335
	<u>179,524</u>	<u>12,235</u>	<u>191,759</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Long-Term Debt Requirements

**General Obligation (Alternate Revenue Source) Refunding Bonds of 2012
April 30, 2021**

Date of Issue	December 20, 2012
Date of Maturity	December 15, 2023
Authorized Issue	\$2,555,000
Denomination of Bonds	\$5,000
Interest Rates	2.00% to 2.75%
Interest Dates	June 15 and December 15
Principal Maturity Date	December 15
Payable at	Bank of New York Mellon

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Totals</u>
2022	\$ 130,000	10,408	140,408
2023	135,000	7,223	142,223
2024	135,000	3,712	138,712
	<u>400,000</u>	<u>21,343</u>	<u>421,343</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Long-Term Debt Requirements

**General Obligation (Alternate Revenue Source) Refunding Bonds of 2016
April 30, 2021**

Date of Issue	April 7, 2016
Date of Maturity	December 15, 2028
Authorized Issue	\$1,175,000
Denomination of Bonds	\$5,000
Interest Rates	3.00% to 4.00%
Interest Dates	June 15 and December 15
Principal Maturity Date	December 15
Payable at	Bank of New York Mellon

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Totals</u>
2022	\$ 30,000	41,050	71,050
2023	30,000	40,150	70,150
2024	30,000	39,250	69,250
2025	185,000	35,100	220,100
2026	190,000	27,600	217,600
2027	190,000	20,000	210,000
2028	200,000	12,200	212,200
2029	205,000	4,100	209,100
	<u>1,060,000</u>	<u>219,450</u>	<u>1,279,450</u>

VILLAGE OF HAMPSHIRE, ILLINOIS

Long-Term Debt Requirements

IEPA Loan of 2002

April 30, 2021

Date of Issue	April 18, 2002
Date of Maturity	November 15, 2023
Authorized Issue	\$3,993,045
Interest Rate	2.675%
Interest Dates	May 15 and November 15
Principal Maturity Date	May 15 and November 15
Payable at	Illinois Environmental Protection Agency

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Totals</u>
2022	\$ 240,847	18,253	259,100
2023	247,333	11,767	259,100
2024	253,991	5,109	259,100
	<u>742,171</u>	<u>35,129</u>	<u>777,300</u>

AGENDA SUPPLEMENT

TO: Village President and Board of Trustees, and Village Manager
FROM: Mark Schuster / Village Attorney
DATE: November 18, 2021
RE: Tuscany Wood Subdivision – Unit 2 / Sale of Southerly Acres
Third Amended and Restated Development Agreements

Background

The owner of Tuscany Woods Subdivision-Unit 2 (“Hampshire Property LLC”) has entered into a contract to sell a portion (the part lying south of IL 72) to a third party (“Romke 72 LLC”).¹

Tuscany Woods – Unit 2 has been the subject of a history of development agreement(s) through its initial planning, later failure of the original developer (2008-2012), litigation, and settlement. As a result of all that, Ryland/Cal Atlantic acquired Unit 1 of Tuscany Woods and has concluded build-out and sales there. Unit 2 (generally, the land north of Jake Lane, and the subject 40± acre parcel south of IL 72 is subject to an Amended and Re-States Development Agreement from 2018 (“ARDA-2018”)

As a result of the impending split of the Unit 2 territory, the parties have requested that ARDA-2018 be re-done, to assign to each of them the specific obligations that relate to the two separate pieces of land. In general, the obligations of the landowner of Tuscany Woods – Unit 2 as set out in ARDA-2018 are not being changed at this time, but are being allotted between the two owners resulting from the sale transaction.

More specifically, by agreement between Seller and Buyer, the Buyer, Romke 72, will assume i) two payment obligations for recapture due from Unit 2; and ii) the obligation to complete the required turn lanes and re-paving related to Romke Road.

Also, the agreements for the two parties will each propose that connection fees for sewer and water be set at the generally current levels and frozen as to these properties from 2021 through 2024. Impact fees and transition fees due for development of either the Northerly Acres or the Southerly Acres would not be frozen, but would be at rates generally applicable throughout the Village.²

In general, the Northerly Acres constitutes a Planned Residential Development, to be developed mostly with single family homes. The Concept Plan for the Southerly Acres proposes commercial development (including perhaps an public/institutional building) along IL 72, and multi-family housing to the south). Neither owner has pending any application to start building at this time.

¹ Romke 72 introduced itself to the Board of Trustees on Nov. 4, 2021, and outlined its general intentions for this portion of the Tuscany Woods property at that time.

² Provided, any change to the Impact Fees or Transition Fees would be delayed by six months after enactment, and then fully applicable. See Par. 9.

AGENDA SUPPLEMENT

Copies of the two proposed amendments³ have been provided to the Board members, as follows:

- Amended and Restated Development Agreement for the Northerly Acres (“ARDA-3 for Northerly Acres”); and
- Amended and Restated Development Agreement for the Southerly Acres (“ARDA - 3 for Southerly Acres”).

Actions Needed

A. Review and approval of the two (2) proposed agreements, by separate resolutions:

- Resolution approving ARDA-3 for the Northerly Acres
- Resolution approving ARDA-3 for the Southerly Acres

If so approved, the parties (Hampshire Property for the Northerly Acres, and Romke 72 for the Southerly Acres) would then proceed to close the sale and purchase transaction by end of November 2021.

³ These are “Final Drafts” addressing the various provisions of ARDA-2018. Proofing continues among the parties and some final corrections may be made before Nov. 18.

No. 21-

**A RESOLUTION
AUTHORIZING THE APPROVAL AND EXECUTION OF A THIRD
AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE
PROPERTY IDENTIFIED AS THE SOUTHERLY ACRES OF TUSCANY
WOODS SUBDIVISION UNIT 2 IN THE VILLAGE**

WHEREAS, in 2004, the Village authorized the approval and execution of a certain Development Agreement for the Tuscany Woods Subdivision in the Village; and thereafter, in 2014, the Village authorized and approved an Amended and Restated Development Agreement, for Tuscany Woods Subdivision, Unit 2; and thereafter, in 2018, the Village authorized and approved a Second Amended and Restated Development Agreement for Tuscany Woods Subdivision, Unit 2; and

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

WHEREAS, since the time of approval of the Second Amended and Restated Development Agreement, the owner has proposed to convey a certain portion of the Tuscany Woods Subdivision, Unit 2, to wit: an area approximating forty (40) acres more or less and located south of IL 72, to a third party purchaser; and the parties to the planned transaction have proposed certain modifications to the terms and provisions of the agreement for purpose of proceeding with separate development of the two portions of said Unit 2 in the future; and

WHEREAS, the two portions of Tuscany Woods Subdivision, Unit 2 are to be referred to as the "Northerly Acres" to wit: that portion of the subdivision lying north of IL 72; and the "Southerly Acres" to wit: that portion of the subdivision lying south of IL 72, respectively; and

WHEREAS, the parties to the proposed transaction have each submitted a proposed Third Amended and Restated Development Agreement, relating to the portion of Tuscany Woods Subdivision, Unit 2 which each will own upon closing the planned transaction, in order to identify the obligations and responsibilities of each party relating to future development of the Northerly Acres, and of the Southerly Acres, respectively; and

WHEREAS, the Corporate Authorities have reviewed and would approve of the proposed Third Amended and Restated Development Agreement for each owner and

portion of said subdivision, in order to describe and plan for the orderly completion of improvements and the future development of the two portions of Tuscan Woods Subdivision, Unit 2 in the Village; and in particular, the Third Amended and Restated Development Agreement for the Southerly Acres, including the obligations of the Village as stated therein, is consistent with the earlier agreements, and should be approved by the Village.

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

Section 1. The proposed Third Amended and Restated Development Agreement for the Southerly Acres of Tuscan Woods Subdivision Unit 2, in words and figures as attached hereto, shall be and is hereby approved.

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

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

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

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

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

ADOPTED this 18th day of November, 2021.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this 18th day of November, 2021.

Michael J. Reid, Jr.
Village President

ATTEST:

Linda Vasquez
Village Clerk

/ / / / / / / / / / / / /

For Recorder's Use

Third Amended and Restated
Development Agreement for
Unit 2 in Tuscany Woods
Subdivision

Southerly Acres
(Romke 72, LLC)

2021

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

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

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

**SOUTHERLY ACRES
(Romke 72, LLC)**

THIS THIRD AMENDED AND RE-STATEMENT DEVELOPMENT AGREEMENT FOR THE SOUTHERLY ACRES ("Third Amended Agreement") is made and entered into as of this 18th day of November, 2021 ("Effective Date"), by and between the VILLAGE OF HAMPSHIRE, an Illinois municipal corporation of the County of Kane, State of Illinois (the "Village"), and ROMKE 72, LLC, an Illinois Limited Liability Company ("Romke 72"), and HAMPSHIRE PROPERTY, LLC, an Illinois Limited Liability Company ("Hampshire Property"). In this Third Amended Agreement, the Village, Romke 72 and Hampshire Property may be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, on February 4, 2018, a Second Amended and Restated Development Agreement for Unit 2 in Tuscany Woods Subdivision ("ARDA-2") was recorded as Document Number 2018K04339 in the Office of the Kane County Recorder; and

WHEREAS, the territory subject to ARDA-2 consists of territory lying outside of platted Unit 1 of Tuscany Woods Subdivision ("Unit 1") in the Village and is sometimes designated or referred to as Unit 2 of Tuscany Woods Subdivision (the "Subject Property"); and

WHEREAS, ARDA-2 describes various rights and obligations of Hampshire Property, LLC the person or entity holding title to the entirety of said Subject Property ("Hampshire Property"); and

WHEREAS, the current title holder of said Subject Property is Hampshire Property, LLC; and

WHEREAS, for purposes of this Third Amended Agreement, the Subject Property shall be and is divided into two areas:

- (i) the Northerly Acres of the Subject Property, consisting of territory lying within the territory sometimes designated or referred to as Unit 2 of Tuscany Woods, north of IL 72; (referred to herein as the "Northerly Acres of the Subject Property" or merely, the "Northerly Acres"); and
- (ii) The Southerly Acres of the Subject Property, consisting of territory lying within the territory sometimes designated or referred to as Unit 2 of Tuscany Woods, south of IL 72, being forty (40) acres more or less in area (referred to herein as the "Southerly Acres of the Subject Property" or merely, the "Southerly Acres"); and

WHEREAS, the legal description of the property which shall be and is subject to this Third Amended Agreement for the Southerly Acres, and relating to and governing the Southerly Acres of the Subject Property, is attached hereto as Exhibit "A"; and

WHEREAS, Hampshire Property has entered into a certain Contract of Sale and Purchase, dated June 12, 2021 ("Contract") to convey to Romke 72 the Southerly Acres; and

WHEREAS, upon the consummation of the sale of the Southerly Acres Romke 72 shall be the owner of the Southerly Acres

WHEREAS, the Southerly Acres of the Subject Property shall be subject to the terms and conditions of this Third Amended Agreement; and

WHEREAS, pursuant to the terms and conditions of the above-referenced Contract, in order to proceed to closing, there is to be an assumption by Romke 72 of, and a release of Hampshire Property and the Northerly Acres from, the obligations for recaptures described in Sections 4(i) and 7(b)(ii) of ARDA-2; and

WHEREAS, pursuant to the terms and conditions of the above-referenced Contract in order to proceed to closing, Romke 72 is to assume, and Hampshire Property is to be relieved of, certain obligations described in Paragraph 11(a) and Exhibit K of ARDA-2, including the obligation of Romke 72 to contribute a pro-rata share of the costs associated with the roadway improvements described therein as related to the development of the Southerly Acres; and

WHEREAS, it is the intention of the parties hereto that certain modifications are to be made to ARDA-2 to accomplish the matters noted above; and further, the Parties desire to amend and restate ARDA-2 in this Third Amended and Re-Stated Agreement for the Southerly Acres (together with a Third Amended and Re-Stated Development Agreement for the Northerly Acres) to delineate and define the responsibilities and obligations of each of the Parties in light of the transfer of the Southerly Acres to Romke 72.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

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

2. Authority.

(a) This Third Amended Agreement is made pursuant to and in accordance with the provisions of the Illinois Municipal Code (Chapter 65 of the Illinois Compiled Statutes) including but not limited to the authority granted to the Village to approve zoning map amendments; to grant subdivision approval; to enter into contracts for the construction of sanitary sewer and public water facilities; and to accept dedications of land by easement or deed for public use.

(b) The Village and Romke 72 acknowledge to each other that the Subject Property is validly annexed to the Village in accordance with Doc. No. 1849822, recorded in the Office of the Recorder of Kane County, Illinois.

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

3. The Zoning, Subdivision and Comprehensive Plan Approvals.

(a) The provisions herein and in the Original Development Agreement and ARDA-2 for the construction, maintenance and operation of a sanitary sewer and water system and the construction of other public improvements are based on the Original Developer's, Hampshire Property's and the Village's assumptions on the zoning, subdivision and development of the Tuscany Woods Subdivision in the Village (the "Subdivision"), as set forth in the Original Development Agreement and the Preliminary Plat approved as an element thereof. For purposes of this Third Amended Agreement, the Parties agree that for all territory included in the Southerly Acres, Romke 72 may construct multi-family residential dwelling units on a portion of the Southerly Acres, commercial uses on a portion of the Southerly Acres, and public institutional uses on a portion of the Southerly Acres.

(b) Intentionally Omitted.

(c) The Village agrees to permit the Southerly Acres to be developed generally in accordance with the Concept Plan titled "Romke 72 Conceptual Layout," as presented to the Village Board of Trustees on Nov. 4, 2021, attached hereto and incorporated herein as Exhibit "B," subject to submittal and approvals of a Preliminary Plan and final engineering plans in accordance with the requirements of the Village Subdivision Regulations, and subject to submittal and approval(s) of appropriate Petition(s) for Zoning Amendments in accordance with the requirements of the Village Zoning Regulations, to accommodate the uses proposed for the Southerly Acres.

(d) Intentionally Omitted.

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

(f) Intentionally Omitted.

(g) Intentionally Omitted.

(h) Construction may be phased on the Southerly Acres. Each phase shall connect directly to a completed street or highway. No builder shall commence construction on a second

or succeeding phase within the Southerly Acres if that builder is in default of any obligation to the Village. However, this prohibition shall apply only to the builder in default.

(i) The Village agrees that Romke 72 may apply for approval of a preliminary and final plat for the Southerly Acres within a period of twenty (20) years after the Effective Date of this Third Amended Agreement.

(j) The Village shall reasonably consider and approve any final plan and final plat of subdivision presented by Romke 72 for the Southerly Acres, pursuant to the procedures and standards set forth in the Village Code.

(k) Intentionally Omitted.

(l) In the course of seeking approval of any final plan for the Southerly Acres, Romke 72 may at its sole cost and expense seek additional zoning approvals, which approvals or variations shall be subject to Village approval in accordance with all applicable Village codes and ordinances, without the need for further amending this Third Amended Agreement, and without the approval of any Unit 1 Owner or Hampshire Property, its successors or assigns.

(m) Intentionally Omitted.

(n) The Village acknowledges that all of the necessary legal notices, public hearings and other proceedings necessary to modify the Village's Comprehensive Plan as necessary to be consistent with the development described in the Third Amended Agreement were conducted and that the proposed use and development of the Southerly Acres, and the proposed zoning amendments for the Southerly Acres, for commercial and institutional, and multi-family residential developments, are generally consistent with the Comprehensive Plan.

(o) Intentionally Omitted.

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

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

(b) Reservation of Capacity. For the term of this Third Amended Agreement, the Village shall reserve wastewater treatment capacity in the WWTF, and wastewater transmission

capacity in the Hampshire Creek Interceptor Sewer, in the amounts and to the extent necessary to provide sanitary sewer services to and for the Southerly Acres as it is contemplated to be developed pursuant to this Third Amended Agreement.

(c) Construction of the Connecting Sewer Main. The Parties acknowledge and agree that the Connecting Sewer Main as described in ARDA-2 has been constructed, and has been accepted as a public improvement by the Village, as of the Effective Date of this Third Amended Agreement.

(d) Total Costs and Credits; Reporting due to Hampshire Property. Hampshire Property shall be entitled to a total credit for expenditures for sanitary sewer system improvements of \$1,525,300.00 due to Hampshire Property as otherwise described in ARDA-2. The sanitary sewer connection fees applicable to building permits drawn by Romke 72, its successors and assigns, for Dwelling Units, institutional uses, and/or commercial uses to be constructed on the Southerly Acres shall be paid to the Village as a condition of the issuance of a building permit; and such fees shall be paid over by the Village to Hampshire Property when received by the Village, and last, such fees shall be applied to the credit described in this subsection (d). The foregoing notwithstanding, if at the time of permit application, the applicable sanitary sewer connection fee due is not determinable, and the Village and Hampshire Property agree, a building permit may issue and the applicable connection fee will be due and payable as soon as determined. The current schedule of sanitary sewer connection fees is included on the attached **Exhibit "E."** The Village shall promptly report to Hampshire Property the collection of any and all sanitary sewer connection fees related to the Dwelling Units, institutional uses, and commercial uses to be developed on the Southerly Acres. Upon receiving such report from the Village, and as a condition of payment over to Hampshire Property, Hampshire Property shall submit to the Village a voucher of the type attached hereto as **Exhibit "F"** until all of the credit for sanitary sewer connection fees has been fully applied.

(e) Recapture for Sanitary Sewer Costs. The Parties acknowledge and agree that a Recapture Agreement for the expenditures for the aforementioned improvements to the Village's sanitary sewer system has been approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2008K01114, based at the time on the partial costs that had been incurred by the Original Developer for the First Sewer Expansion Project (the "First Sewer Expansion Project Recapture Agreement"); and that an amendment to the First Sewer Expansion Recapture Agreement, confirming the final certified costs of the First Sewer Expansion, the right of recapture herein provided for and establishing that the amount due for reimbursement under said Recapture Agreement shall be and is \$1,308,455.48, has been approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2014K028695. Recapture payments made to and collected by the Village pursuant to said amendment to the First Sewer Expansion Agreement shall be paid over to Hampshire Property, LLC or its assigns. Provided, the Parties acknowledge and agree that no such recapture payments are due from Romke 72 to Hampshire Property, LLC or its assigns, in respect to the Southerly Acres.

(f) Installation and Conveyance of Sanitary Sewer Mains. Romke 72 agrees to install and convey all sanitary sewer mains constructed on the Southerly Acres after the Effective Date of this Third Amended Agreement by customary form of bill of sale and the Village agrees to accept the same by Village Resolution, provided such improvements have been constructed in accordance with the provisions of this Third Amended Agreement, the approved Final Plat and

the Final Engineering Plans for the Southerly Acres.

(g) On-Site Permits. Romke 72 shall be responsible for the cost of permits for on-site sanitary sewer main extensions attributable to the development of the Southerly Acres.

(h) Payment due for Expansion of the Village's Wastewater Treatment Facility. The Parties acknowledge and agree that pursuant to the terms of a certain Recapture Agreement dated October 10, 2011 and recorded as Document No. 2012K005496 (based on the Agreement for Funding Expansion of the Village's Wastewater Treatment Facility to 1.5 MGD Capacity, dated February 6, 2006), there is due and owing from Hampshire Property to Hampshire East, LLC, a principal amount equal to \$226,206.13, plus interest. For purposes of this Section 4(i), Romke 72 shall assume the obligation of Hampshire Property and shall pay the amount due to Hampshire East, LLC as set forth in said Recapture Agreement as a condition of approval, and not later than the date of recording, of the first final plat of subdivision for the Southerly Acres or any portion thereof. Provided, regardless of when or whether Hampshire East LLC receives such recapture payment, upon recording of this Third Amended Agreement, and recording of a release from Hampshire East LLC (which recording shall occur prior to the recording of the deed conveying the Southern Acres to Romke 72). Hampshire Property shall forever be released from any right or claim of Hampshire East, LLC and or Hampshire West LLC to said recaptures.

(i) No Further Sanitary Sewer Improvements. Except as otherwise specified in this Third Amended Agreement, including but not limited to the payment due to Hampshire East, LLC as set forth above, and the payment due to Hampshire West, LLC pursuant to Paragraph 7(b)) below, and except for construction of on-site sanitary sewer mains and related improvements, Romke 72 shall have no further obligation to construct any sanitary sewer improvements for the Southerly Acres.

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

(a) Existing Capacity. The Parties acknowledge and agree that the First Water Expansion project described in the Original Development Agreement ("First Water Expansion Project") has been constructed and is operational as of the Effective Date of this Third Amended Agreement. The Village represents and warrants that the Village's water supply and distribution system has sufficient capacity, and that at all times during the Term of this Third Amended Agreement it will have sufficient capacity,, to serve the commercial, institutional and multi-family residential uses to be constructed on the Southerly Acres.

(b) Reservation of Capacity. For the Term of this Third Amended Agreement, the Village shall reserve capacity in its water supply and distribution system in the amounts and to the extent necessary to provide potable water and water for fire protection services to the commercial, institutional, and multi-family residential uses to be constructed in the Southerly Acres.

(c) Intentionally Omitted.

(d) Total Costs and Credits; Reporting due to Hampshire Property. Hampshire Property shall be entitled to a total credit for expenditures for water system improvements of \$1,178,498.00

due to Hampshire Property as otherwise described in ARDA-2. The water connection fees applicable to building permits drawn by Romke 72, its successors and assigns, for Dwelling Units institutional uses, and/or commercial uses to be constructed on the Southerly Acres, shall be paid to the Village as a condition of the issuance of a building permit, unless agreed otherwise by the Village, Romke 72 and Hampshire Property; and such fees shall be paid over by the Village to Hampshire Property when received by the Village, and last, such fees shall be applied to the credit described in this sub-section (d). The foregoing notwithstanding, if at the time of permit application, the applicable water connection fee is not determinable, and the Village and Hampshire Property agree, a building permit may issue and the applicable connection fee will be due and payable as soon as determined. The current schedule of water connection fees is included on the attached **Exhibit "E."** The Village shall promptly report to Hampshire Property the collection of any and all water connection fees related to the Dwelling Units, institutional uses, and commercial uses to be developed on the Southerly Acres. Upon receiving such report from the Village, and as a condition of payment over to Hampshire Property, Hampshire Property shall submit to the Village a voucher of the type attached hereto as **Exhibit "H"** until all of the credit for water connection fees has been fully applied.

(e) Intentionally Omitted.

(f) Installation and Conveyance of Water Mains. Romke 72 shall install and convey to the Village by customary form of bill of sale and the Village, by Village Resolution, shall accept all water mains Romke 72 constructs on the Southerly Acres after the Effective Date of this Third Amended Agreement, provided such improvements have been constructed in accordance with the provisions of this Third Amended Agreement, the approved Final Plat and the Final Engineering Plans for the Southerly Acres.

(g) On-Site Permits. Romke 72 shall be responsible for the cost of permits for on-site water improvements attributable to the development of the Southerly Acres.

(h) No Further Water Improvements. Except for construction of any and all on-site water mains and related improvements Romke 72 shall have no further obligations to construct any water improvements for the Southerly Acres.

6. Storm Sewer Service in the Subdivision

(a) Intentionally Omitted.

(b) Romke 72 shall dedicate to the Village by appropriate Plat all detention / retention basins on the Southerly Acres, and the Village shall accept same upon approval of each pertinent Plat of Subdivision; provided Romke 72 shall obtain and deliver to the Village at Romke 72's expense a commitment for title insurance showing clear title to same, and Romke 72 will then provide a policy of title insurance for same after acceptance as provided herein.

(c) Romke 72 shall convey to the Village by customary quit claim form bill of sale all of Romke 72's right, title, and interest in and to storm sewers constructed on the Southerly Acres after the Effective Date of this Third Amended Agreement and the Village shall accept said storm sewers by Village Resolution, provided such improvements have been constructed in accordance with the provisions of this Third Amended Agreement, and any later-approved Final Plat and/or

Engineering Plans.

(d) There shall be only natural plantings and/or natural areas surrounding the stormwater retention / detention areas in the Southerly Acres; and Romke 72 shall include in any deed of conveyance to each individual lot owner a written provision specifically indicating to all purchasers of a lot i) that such lot owner and his/her successors shall not be permitted either to appropriate for his/her own use, or to improve, any area included in such areas; ii) that such lot owner and his/her successors shall not mow any area of the natural areas; and iii) that neither the Village nor any Homeowners Association shall mow said natural area(s), but instead said area shall be maintained in its natural state. This Paragraph 6(d) shall constitute a covenant running with the land and in the event that said statement is not specifically included in any deed, nonetheless this Par. 6(d) shall constitute legal notice of such restrictions to the purchasers of any lot, and his/her successors.

(e) Romke 72 shall construct any detention/retention basins or areas in accordance with the applicable stormwater management regulations, and shall not object to the proposal for and establishment of a Special Service Area to provide security, as a back-up mechanism, for maintenance of any stormwater management facilities, in accordance with the requirements of the Village Code and/or Kane County Stormwater Ordinance.

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

(a) The Parties acknowledge and agree that the following sums due as and for recapture payments due from Tuscany Woods, Unit 2 have been paid in full and fully satisfied:

- (i) The recapture due the Farms of Hampshire, LLC in the initial amount of \$189,182.52 as a result of the construction of improvements to the intersection of Runge Road and Illinois Route 72, per the Recapture Agreement recorded in the Kane County Recorder's Office on July 24, 2008, as Document No. 2008K060161; and
- (ii) The Recapture due the Farms of Hampshire, LLC in the initial amount of \$395,727.53 as a result of the construction of certain improvements for the extension of Runge Road and the extension of Jake Lane, per the Recapture Agreement recorded in the Kane County Recorder's Office on July 24, 2008 as Document No. 2008K060160; and
- (iii) The Recapture due Hampshire Enterprises, Inc., based on the certified costs of \$58,522.28, as a result of the construction of the West Side Interceptor Sewer in the Village, per the Recapture Ordinance recorded in the Kane County Recorder's Office on January 6, 1997 as Doc. No. 1997K001003.
- (iv) That portion of the Recapture owed by Hampshire Property to Heartland Bank and Trust Company ("Heartland Bank"), as successor in interest to the Farms of Hampshire, LLC's interests in and to the recapture claims.

(b) The Parties acknowledge that the only recapture payment due and owing in respect to the Southerly Acres is/are the following:

- (i) Recapture described in Par. 4(i) above due to Hampshire East, LLC for costs of funding the first expansion of the wastewater treatment facility, in the principal sum of \$226,206.13.
- (ii) The recapture due Hampshire West, LLC for its work on the Hampshire Creek Interceptor Sewer and pursuant to a certain Recapture Agreement dated January 1, 2011 and recorded as Document No. 2011K015822, the principal sum of \$180,758.00, plus interest.

Provided, for purposes of this Paragraph 7(b), Romke 72 shall assume the obligation of Hampshire Property and shall pay the amount due to Hampshire West, LLC set forth in said Recapture Agreement as a condition of approval, and not later than the date of recording, of the first final plat of subdivision for all or any part of the Southerly Acres. provided further, regardless of when or whether Hampshire West LLC receives such recapture payment, upon recording of this Third Amended Agreement, and recording a release from Hampshire West LLC (which recordings shall occur prior to the recording of the deed conveying the Southerly Acres to Romke 72). Hampshire Property shall forever be released from any right or claim of Hampshire East, LLC and or Hampshire West LLC to said recaptures.

(c) The Village acknowledges and agrees that except as specified in Paragraph 7(b) no other recapture payments shall be due from Romke 72 as a result of or in connection with the development of the Southerly Acres, and that the Village shall not approve any other recapture agreements or ordinances which burdens Romke 72 or the Southerly Acres with additional recapture obligations without Romke 72's prior written consent, which consent may be given or withheld in Romke 72's sole and absolute discretion.

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

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

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

9. Impact Fees / Off-Site Improvements.

a) Except for any credits otherwise due under Paragraph 4 (sanitary sewer) and Paragraph 5 (water) above, and except for a credit of \$120,000.00 due to Hampshire Property toward the Public Use fee due from the Northerly Acres, the transition fees, impact fees, and

connection fees set forth on **Exhibit "E,"** Schedule of Transition, Impact and Connection Fees, shall apply to any new construction in the Southerly Acres hereafter, subject to the following:

- (i) That for a period of three (3) years after the effective date of this Agreement, Romke 72 shall for connections to the Village water supply and distribution system and for connections to the Village wastewater conveyance and treatment system pay fees at not less than the rate of the connection fees set forth on **Exhibit "E."**
- (ii) That, as to connection fees, upon the earlier of: (A) full application of the credit for sewer expenditures described in Par. 4 above, and/or full application of the credit for water expenditures described in Par. 5 above, respectively, or (B) the expiration of the three year (3) year period described herein, being November 18, 2024, the connection fees applicable to the Southerly Acres shall be the connection fees generally applied by the Village at the time of application for building permit to other properties in the Village; and
- iii) That, as to transition fees and impact fees, at any time after the date of this Third Amended Agreement, the transition fees, impact fees, and connection fees applicable to the Southerly Acres shall be the transition fees, impact fees, and connection fees generally applied by the Village at time of application for building permit to other properties in the Village.

Notwithstanding the foregoing, any increased, decreased, other, or additional transition, impact, or connection fees which are then generally applicable in the Village shall be imposed on the construction of Dwelling Units, institutional and/or commercial uses in the Southerly Acres in the future, provided any such increased, decreased, other or additional transition fee, impact fee, or connection fee shall not apply to the Southerly Acres until six (6) months after the Village Board approves the same and gives notice of the same to Romke 72 or its successors or assigns.

(b) Except as provided in Par. 4(d) and Par. 5(d) above, Romke 72 shall pay the fees described in the foregoing Paragraph 9(a) at the time of application for issuance of a building permit for each Dwelling Unit, institutional use, and/or commercial use constructed in the Southerly Acres.

(c) The Village acknowledges that no land contribution shall be required for the land/cash contributions due for impact fees under Chapter 14 of the Village Code, the Original Development Agreement, the Amended and Restated Development Agreement, or this Third Amended Agreement, and Romke 72 shall pay cash in lieu of land therefor as specified on **Exhibit "E."**

(d) Monies received pursuant to this Third Amended Agreement and, in particular, the impact fees and land-cash contributions, will be spent only on improvements that benefit the Southerly Acres in accordance with law; provided, however, the transportation system fee paid by Romke 72 shall be utilized by the Village for transportation system improvements consistent with its policy and the Transportation Planning and Roadway Improvement Cost Analysis

prepared by EEI and dated November 2003.

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

10. Park Donations.

(a) Intentionally Omitted.

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

(c) Notwithstanding anything to the contrary contained herein, the development of the Southerly Acres shall include a "pocket park" recreational space to be developed and thereafter maintained in good condition by Romke 72 or its assigns.

(d) Intentionally Omitted.

11. Road, Street and Utility Construction Standards.

(a) Romke 72 shall provide streets and roads for the Southerly Acres. Each street right-of-way shall be dedicated in a final plat of subdivision, and the Village agrees that said roads shall be constructed in accordance with the specifications contained in Exhibit "K." The Parties acknowledge and agree that as of the Effective Date certain improvements have been substantially completed at the intersection of Illinois Route 72 and Romke Road, to wit: westbound deceleration lane; eastbound left turn lane; and westbound left turn lane, utilizing certain letter of credit and escrowed funds on deposit with the Village to pay the costs of construction. It shall be the obligation of Romke 72 at Romke 72's sole expense, at the time of any development of the Southerly Acres, to construct the eastbound deceleration lane (for traffic turning south onto Romke Road). Romke 72 shall also reconstruct the existing paved portion of Romke Road immediately adjacent to the Southerly Acres not later than the time of issuance of the first certificate of occupancy for any structure erected thereon. Provided, in the event that development of the Southerly Acres is undertaken by more than one party, then each party shall bear the obligations set out in this sub-paragraph 11(a), pro rata; and any party which expends more than its pro rata share of the cost of said improvements shall be entitled to recapture the amount of its disproportionate expenditure from the other benefitted party(ies). In addition, the Village shall also adopt a recapture ordinance against the property located on the east side of Romke Road immediately adjacent to the Southerly Acres which will provide that the owner of said property shall bear 50% of the cost of said improvement plus interest on the amounts expended. By assuming the obligation regarding roadway improvements described in this Par. 11, Romke 72 acknowledges that it is assuming an obligation originally lodged with Hampshire Property in ARDA-2, and further agrees that Hampshire Property shall be and is relieved of any obligation to contribute to the roadway improvements described in this Par. 11.

(b) Romke 72 shall have the right, but not the obligation, to install the final lift or surface course to roadways within any phase of the Southerly Acres during the year that the binder course is installed subject to the Village Engineer's approval. In any event, Romke 72 shall have the right, but not the obligation, to install the final lift or surface course to roadways within any phase of the Southerly Acres in which 80% or more of the dwellings have been issued occupancy permits. After completion of the construction and/or acceptance of any street or road by the Village, and if construction traffic of Romke 72 its agents or employees continues to utilize its street or road, Romke 72 shall be responsible for keeping the street or road free from construction debris, and further Romke 72 shall be responsible for repair or damages to the street or road caused by such construction traffic of its agent and employees. Acceptance of said roads shall be as provided for in Paragraph 12 below.

(c) From and after the time of acceptance of any roadway improvements by the Village, the Village shall then maintain said improvements, subject to the requirement that provide a maintenance bond for a period of one year after such acceptance.

(d) Romke 72 acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt and mud clots on streets and roadways adjacent to the construction site. Accordingly, Romke 72 shall perform the following tasks:

(i) Inspect and clean the streets and roadways adjacent to and within 1,000 feet of Romke 72's construction site as needed during each week while construction is occurring on said site.

(ii) Periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing so as to comply with applicable Village regulations.

(iii) At all times prior to issuance of a Certificate of Completion by the Village for any street constructed in the Subdivision, within twelve (12) hours following an accumulation of one (1") inch or more of snow thereon in any eight (8) hour period, cause such street to be plowed and such snow cleared therefrom.

(iv) In the event that the Village certifies completion of any such street between November 1 of any given year and April 1 of the following year, Romke 72 shall continue to provide snow removal for said streets throughout such period.

(e) As security for such obligations, and as a condition of approval of a Final Plat for all or any part of the Southerly Acres, or the issuance of any grading permit as the case may be, Romke 72 shall make a one-time deposit with the Village Clerk in the sum of Five Thousand (\$5,000.00) Dollars as and for a "Site Control Escrow."

(f) In the event Romke 72 fails to remove snow from the streets, mow weeds, pick up debris or repair or replace soil erosion control fencing as reasonably required in accordance with the provisions of this Third Amended Agreement, or within twenty-four (24) hours after receipt of notice from the Village of Romke 72's failure to comply with the provisions of this Third Amended Agreement, then the Village may perform, or contract with others to perform, such undertaking and deduct from the Site Control Escrow the costs thereof. Romke 72 shall, within

fifteen (15) business days following written notice of such expenditure from the Village, then replenish the Site Control Escrow by delivering an additional deposit to the Village Clerk so as to maintain in the same at a Five Thousand (\$5,000.00) Dollar balance.

(g) All sums then remaining on deposit with the Village for Site Control Escrow pursuant to this paragraph shall be returned to Romke 72 upon final acceptance of all public improvements by the Village.

(h) Romke 72 shall provide adequate lighting of public streets within the Southerly Acres in accordance with the Hampshire Municipal Code, Section 7-3-8 and the applicable light standard prescribed by the Village. Upon installation and acceptance by the Village, the Village shall be responsible for maintenance of said lighting.

(i) Village's design standards for streetlights, street signs, mailboxes, traffic signs, and fences shall be included in the final engineering plans submitted for development of the Southerly Acres. Said design standards shall be generally consistent with the design standards established for such improvements in the Original Development Agreement. Street signs, traffic control signs and streetlights shall be installed and fully operational throughout a phase or unit of the development on the Southerly Acres prior to the issuance of any certificate of occupancy in such phase or unit. Temporary or permanent street signs shall be installed throughout a phase or unit of the development on the Southerly Acres and any street or streets leading into such phase or unit, prior to the issuance of any building permit in such phase or unit. The design of any temporary street sign shall be subject to the review and approval of the Village Engineer. No sidewalk and no bituminous surface course for any street, in the development on the Southerly Acres shall be installed at any time before April 15 or after December 1 in any calendar year unless approved by the Village Engineer.

12. Public Improvements - Security and Acceptance.

(a) The public improvements shall include the roads, streets and sidewalks, the sanitary sewer and water main improvements, all detention/retention areas and facilities, flood plains and wetland areas located or to be located in the Southerly Acres. A final plat for any phase or unit of the development may be approved, but not recorded, until adequate security is provided by Romke 72 for the completion of the public improvements attributable to that phase or unit.

(b) The security to be provided by Romke 72 for public improvements benefiting an individual phase or unit of development within the Southerly Acres shall be in accordance with the applicable Village ordinances (125% of the Village Engineer's estimate of cost). Such security shall be in the form of performance and payment bonds or letters of credit, as Romke 72 may elect, provided however that the form of said bonds or letters of credit shall be subject to review and approval by the Village Attorney, which approval shall not unreasonably be withheld or delayed.

(c) To the extent utility improvements are developed or installed in phases or units, the Village shall inspect and accept the same on a phase-by-phase or unit-by-unit basis. Romke 72 shall be required to install water lines and sewer mains in each phase or unit only as each such phase or unit is platted and approved by the Village. Provided, however, where such phased

utility improvements are required to be interconnected or looped to or with another phase or unit of the development, the Village shall not be required to accept such phased improvements unless adequate security in the form of a performance bond is deposited with the Village to assure the completion of the required interconnection or looping.

(d) The security posted by Romke 72 may be reduced by the Village from time to time, upon request by Romke 72 and as public improvements within the Southerly Acres are completed, approved by the Village Engineer, and paid for, and prior to the acceptance of such improvements by the Village. The Village shall reduce the security within forty-five (45) days of receipt of a request therefor, or within forty-five (45) days of the Village's receipt of the last document(s) required to support such reduction. If the request is denied, the Village shall provide Romke 72 with a written statement specifying the reasons for the denial of the request, including specifications of the requirements of law or the requirements of this Third Amended Agreement which the request or supporting documents fails to meet. The Village shall reduce such security upon Romke 72's compliance with said requirements. In addition, Romke 72 shall comply with the requirements contained in the Village's Subdivision Control Ordinance pertaining to the bonding requirement for maintenance after acceptance of public improvements. No more than four (4) requests for reductions shall be made for any phase or unit of the development in any twelve (12) month period.

(e) Upon the sale and transfer of any portion of the Southerly Acres, Romke 72 shall be released from the obligation secured by its security instrument for public improvements, on the condition that that the Village approves and accepts substitute security from the purchaser, transferor, assignor, or other successor to Romke 72, pursuant to Paragraph 26 below.

(f) Upon request of Romke 72 for a Certificate of Completion ("Certificate of Completion"), the Village Engineer, within forty-five (45) days shall inspect the improvements subject to the request and either issue a Certificate of Completion or a punch list of items that need to be completed to obtain such Certificate. Upon Romke 72's compliance with the deficiencies identified as the basis for denying the Certificate of Completion, the Village shall as soon as practicable thereafter issue such Certificate of Completion. The Village shall re-inspect, consider acceptance and accept public improvements subject to the Certificate of Completion only after one (1) year following the issuance of the Certificate of Completion. Upon acceptance of the public improvements, the Village shall be responsible for the ownership and maintenance of said public improvements.

(g) In the event that the owner(s) of an adjacent property including the Northerly Acres ("Adjacent Property Owner") requires connection to any watermains and/or sanitary sewer lines located on the Southerly Acres, then upon the Village's request, Romke 72 shall grant a right of access onto the Southerly Acres to such Adjacent Property Owner to allow such connection to be constructed by the Adjacent Property Owner at the cost of such Adjacent Property Owner. In the event that such Romke 72 has not at the time extended same to the boundary line of the Southerly Acres, the cost of extending any such watermains or sanitary sewer lines to the boundary of Romke 72's property, as certified by the Village Engineer, shall be borne by the Adjacent Property Owner; provided, the Adjacent Property Owner shall have a right of recapture from Romke 72 as to any benefit resulting to Romke 72, running to the benefit of the Adjacent Property Owner. The right of access set forth herein shall be conditioned on the Adjacent Property Owner delivering to Romke 72 adequate insurance and indemnity as to any

work to be performed on Romke 72's property. Nothing herein shall require Romke 72 to construct watermains and sanitary sewer lines to the boundaries of the Southerly Acres unless said extensions are necessary to complete a system or make it self-contained or unless a final development plan and final engineering plan shall encompass the area in which any such lines are to be located; the Village has approved the extension of such lines; and Romke 72 has commenced the development of such area.

(h) Romke 72, its successors and assigns, covenant and agree that to the extent Romke 72, its successors and assigns, as the case may be, have an ownership interest in any public improvements presently serving or intended to serve the Unit 1 property or the Northerly Acres, as contemplated by the original developer's Preliminary Plat or the Unit 1 Final Engineering Plans, Romke 72 shall not obstruct or impair any Unit 1 Owner's or Hampshire Property's ability to freely utilize such public improvements.

(i) Intentionally Omitted.

(j) Intentionally Omitted.

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

(a) After the adoption of ordinances approving the rezoning and preliminary subdivision plat approval, but prior to the approval of any final plat of subdivision for, or the availability of public improvements on the Southerly Acres, Romke 72 shall have the right, at its own risk, to install or erect in connection with the residential development one (1) construction office trailer, with a parking area on the Southerly Acres after obtaining all applicable permits from the Village; provided, however, that no such structure shall be within 15 feet of any property lines of the Southerly Acres, and provided further that the location of such trailer shall be subject to Village staff approval, which approval shall not be unreasonably withheld.

(b) Romke 72 may undertake excavation, mass grading, erosion and sedimentation control, water retention and detention, filling, soil stockpiling and site grading ("Grading and Site Development Work") in and upon the Southerly Acres, at any time after the execution of this Third Amended Agreement, and prior to approval of the final plat of subdivision for all or any portion of the Southerly Acres; provided, however, that Romke 72 shall undertake such work at its own risk. Romke 72 shall not undertake such work, except with the Village engineer's prior approval of appropriate plans containing sufficient information to demonstrate that the work will be accomplished in accordance with sound engineering practices. The Village engineer's prior approval shall be evidenced by the issuance of a mass grading permit. Additionally, Romke 72 shall be required to take such action as may be necessary to assure that such work ultimately complies with the approved final engineering plans for the Southerly Acres. Prior to commencing work hereunder, Romke 72 must obtain all necessary permits for such work from any applicable government agency other than the Village. Romke 72 agrees to indemnify, defend and hold harmless the Village and its Corporate Authorities, officers, agents, employees and consultants (collectively, the "Indemnitees") from all claims, demands, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the mass Grading and Site Development Work permitted under such sub-paragraph. Any earthwork performed pursuant to the Paragraph 12(b) shall be subject to the requirements of Exhibit "L," attached hereto and incorporated herein by this reference.

(c) Intentionally Omitted.

(d) Intentionally Omitted.

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

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

(g) Intentionally Omitted.

(h) The Parties agree that certain work has previously been undertaken pursuant to a permit issued by the Army Corps of Engineers (the "ACOE") for wetlands in the Subdivision. The Village has no jurisdiction over such permit or work required pursuant thereto. Romke 72 shall be responsible for any and all work in the Southerly Acres required by the ACOE in relation to any such wetlands; and neither the Village nor any Unit 1 Owner shall have any responsibility for same.

(i) The Parties agree that certain erosion control was previously undertaken in the Subdivision in support of development on the Unit 1 Property, and future residential construction and/or development activities on the Southerly Acres may from time to time require additional erosion control measures. Romke 72 shall at its respective expense utilize any erosion control measures for any such work on the Southerly Acres as reasonably deemed necessary by best practices or by the Village Engineer. Romke 72 shall also be responsible for compliance with the requirements of any applicable NPDES regulations or permit pertaining to the Southerly Acres.

(j) In addition to natural plantings around the detention/retention areas in the subdivision described in Par. 6 above, as to any natural areas of passive open space designated on any final plat of subdivision for all or any portion of the Southerly Acres, Romke 72 shall include in any deed of conveyance to any lot owner a written provision specifically indicating to such purchaser i) that such lot owner and his/her successors shall not be permitted either to appropriate for his/her own use, or to improve, any such area(s); ii) that such lot owner and his/her successors shall not mow or clear any such area(s); and iii) that neither the Village nor any Homeowners Association shall mow any such area(s), but instead said areas shall be maintained in a natural state. This Paragraph 13(j) shall constitute a covenant running with the land and in the event that said statement is not specifically included in any deed, nonetheless this Par. 13(j) shall constitute legal notice of such restrictions to the purchasers of any lot, and his/her successors.

(k) The Village agrees that it will not halt work in or refuse to issue any building permit in any one phase or unit of the Southerly Acres because of a default by the developer and/or builder on another phase or unit on the Southerly Acres.

14. Architectural Review. In lieu of the requirements in Section 5-2-1 of the Village Code, Romke 72 agrees to apply and enforce the following architectural improvement standards throughout the Development:

- (a) Intentionally Omitted.
- (b) Intentionally Omitted.
- (c) Minimum foundation plantings around each structure erected on the Southerly Acres shall be provided by Romke 72 subject to submittal and approval of a landscape plan.

15. Building Permits.

(a) Romke 72 may submit applications for building permits prior to the approval of a final plat for the Southerly Acres or a portion thereof; provided, however, that no construction shall commence except on a lot created pursuant to an approved and recorded final plat of subdivision and accessible via a road improved with at least a binder course.

- (b) Intentionally Omitted.

16. Signage.

(a) Romke 72 shall have the right to install temporary illuminated signage on the Southerly Acres, subject to the following conditions:

- (i) Intentionally Omitted.
 - (ii) Intentionally Omitted.
 - (iii) All signs allowed on the Southerly Acres shall be located outside the right-of-way of State Route 72 and none shall be located within the right-of-way of any dedicated street.
 - (iv) Illumination shall be directed onto any sign, and shall not spill over beyond the sign face.
 - (v) Any signs shall be subject to approval by building permit, including the location of any such sign(s); such approval and/or permitting shall not unreasonably be withheld.
 - (vi) All of such signs shall be maintained in good and presentable condition at all times, and the signs for any residential portion of the Southerly Acres shall be promptly removed as a condition of issuance of the last remaining building permit for any multi-family structure in the development; and any sign for any commercial portion of the Southerly Acres shall be removed upon completion of the last commercial structure.
- (b) Intentionally Omitted.

(c) To the extent the current or future ordinances and regulations of the Village permit signs in greater number of or greater size than are authorized in this Paragraph, Romke 72 shall be permitted to erect such larger number or size.

(d) Nothing in this Paragraph shall limit the right of Romke 72 to install other signs on the Southerly Acres or any portion thereof that are otherwise permitted by Village ordinance.

(e) The Village shall reasonably consider the approval of additional illuminated neighborhood monument identification signage requested at a future date by Romke 72.

(f) Intentionally Omitted.

17. Occupancy Certificates.

(a) The Village agrees to perform a final inspection within two (2) days of a request for said final inspection. The Village agrees to issue Certificates of Occupancy within ten (10) days after the application therefor or to issue a Letter of Denial within said period of time informing Romke 72 specifically as to what corrections are necessary as a condition to the issuance of a Certificate of Occupancy, quoting the section of any code or ordinance relied upon by the Village in its request for correction.

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

(c) Temporary certificates of occupancy for Dwelling Units and commercial uses shall be issued by the Village when weather conditions have not permitted the related improvements, such as landscaping, foundation plantings, driveways, public sidewalks, private walkways, topsoil re-spread, sod, parkway trees and seeding to be completely finished, provided that such Dwelling Units and related structures, and such commercial uses, respectively, are in a substantially completed condition and are fit for habitation. As a condition of issuance of such temporary certificate of occupancy, Romke 72 shall deposit with the Village Clerk a sum sufficient to secure completion of the related improvements in accordance with the schedule of deposits attached hereto and incorporated herein as Exhibit "M" for each Dwelling Unit for which a temporary certificate of occupancy is requested. Said deposit shall secure construction / installation of such improvements adjacent to the applicable lot and any other work to be performed on the lot. Not later than fourteen (14) days after satisfactory completion of such improvements as to any lot or lots, the Village shall return the deposit to the person who made the deposit.

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

18. Village Codes and Ordinances. Except as specifically modified in or varied by the Preliminary Development Plan or pursuant to this Third Amended Agreement and/or the exhibits attached hereto, the Southerly Acres shall be developed in compliance with all

ordinances, codes and regulations of the Village then in effect and in effect from time to time thereafter. Provided, however, that the application of any such ordinance, regulation or code adopted after Village approval of this Third Amended Agreement shall not:

- (a) alter or eliminate any of the ordinance departures set forth herein; or
- (b) result in any subdivided lot or structure constructed within the Southerly Acres being classified as non-conforming under any ordinance of the Village.

The foregoing to the contrary notwithstanding, in the event the Village is required to modify, amend or enact any ordinance or regulation, and to apply the same to the Southerly Acres pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the Southerly Acres and Romke 72 shall comply with same; provided, however, that any so-called grandfather provision contained in such superior governmental mandate which would serve to exempt or delay implementation against the Southerly Acres shall be given full force and effect.

19. Defense. The Village and Romke 72 agree to cooperate with each other in the defense of any lawsuits or claims brought against Romke 72 and/or the Village by any person or persons in regard to any of the following matters relating to the Southerly Acres or any portion thereof: i) the Original Development Agreement, ARDA-2, or this Third Amended Agreement as any may pertain to the Southerly Acres; ii) the annexation of the Southerly Acres to the Village; iii) the zoning or subdivision of the Southerly Acres; iv) Special Service Area #13; v) any suit for condemnation for all or any portion of the Southerly Acres (brought by any other governmental body). Each Party shall be responsible for its own legal fees and costs in defending against any such claims, and each Party shall be responsible only for any settlement or judgment agreed by or imposed upon such Party.

20. Reimbursement of Village Expenses and Consultant Fees. Romke 72 shall reimburse the Village for any and all costs incurred by the Village for the services of any expert or consultant deemed in the sole discretion of the Village to be necessary or advisable in relation to or following the Effective Date of this Third Amended Agreement for review of all or any part of the design, plans, agreements, or any other element or feature of the development, in accordance with the applicable provisions of the Village Code. Such costs shall be billed by the Village and payable by Romke 72 in accordance with the then-applicable provisions of the Village Code. The obligation of Romke 72 shall include depositing such sum with the Village Clerk as is required by written Village policy in effect at the time of approval of this Third Amended Agreement. In the event of a dispute over the reasonableness of any such costs, the dispute shall be submitted by the Parties to arbitration. The decision of the arbitrator shall be binding.

21. Term of Third Amended Agreement. This Third Amended Agreement shall remain in full force and effect until the earlier of (the "Term"):

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

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

22. Amendments. The Village and Romke 72 may, by mutual consent, agree in writing to amend the terms and provisions of this Third Amended Agreement. However, only the written approval of the legal title holder of an interest in the property subject to the amendment (the legal title holder of the property subject to the amendment) shall be required to effect such amendment. No purported oral amendment to the Third Amended Agreement shall be binding or enforceable.

23. Notices.

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

To the Village:	Village of Hampshire 234 South State St. P.O. Box 457 Hampshire, IL 60140-0457 <i>Attention: Village Clerk</i>
With a copy to:	Mark Schuster, Esq. Village Attorney Bazos, Freeman, Schuster & Pope LLC 1250 Larkin Avenue - Suite 100 Elgin, IL 60123
To Romke 72 / Southerly Acres:	Romke 72 LLC 1600 Golf Rd. Ste 1200 B Rolling Meadows, IL 60008
With a copy to:	Craig Krandel, Esq. 407 Congress Pkwy Ste E Crystal Lake, IL 60014

Notices shall be deemed received, in the case of hand delivery, when actually delivered; in the case of certified mail, five (5) days after deposit with the U.S. Postal Service; and in the case of overnight courier, the day following the deposit with the courier.

24. Mutual Assistance.

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

reflected by said terms.

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

(c) The Village shall grant to Romke 72 without charge the necessary easements and/or permits as may be required across Village owned or controlled right-of-way or other property for the construction, installation or repair of customer utility lines and other facilities and services as are required for the development of the Southerly Acres. Romke 72 agrees to promptly repair and replace any Village property damages or disturbed by reason of Romke 72's work in connection with the foregoing, in a manner satisfactory to the Village.

25. Remedies.

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

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

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

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

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

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

(g) TWHI and Unit 1 owners shall be deemed third party beneficiaries of the following provisions of this Third Amended Agreement:

- Paragraphs 4(j) and 7(e) regarding funds to be paid to Hampshire East, LLC and to Hampshire West, LLC, respectively;
- Paragraph 13(h) regarding wetlands;
- Paragraph 13(i) regarding erosion control; and
- Paragraph 22 regarding Amendments / no amendments re funds due; detention basins in U 2; wetlands / ACOE; and erosion control,

with the right to enforce such provisions and exercise all remedies available to them in the event of a breach of any of such provisions, the same as if they were a party to this Third Amended Agreement.

(h) Hampshire Property shall be deemed a third party beneficiary of the following provisions of this Third Amended Agreement:

- Section 4(e) pertaining to Romke 72 paying the Village for sanitary sewer connection fees, and payments and credits to Hampshire Property relating thereto.
- Section 4(i) pertaining to assuming the obligations to pay the recapture due and owing to Hampshire East.
- Section 5(d) pertaining to Romke 72 paying the Village for public water connection fees, and payments and credits to Hampshire Property relating thereto.

- Section 7(b)(ii) pertaining to assuming the obligations to pay the recapture due and owing to Hampshire West.
- Section 11(a) pertaining to the construction of the eastbound deceleration lane (for traffic turning south onto Romke Road); and reconstruction of the existing paved portion of Romke Road immediately adjacent to the Southerly Acres.

26. Successors and Assigns.

(a) This Third Amended Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns, including, without limitation, successor purchasers, grantees, and transferees of the Southerly Acres and successor corporate authorities of the Village. To this end, this Third Amended Agreement shall run with the land.

(b) Notwithstanding and in addition to the foregoing, the Village acknowledges and agrees that Romke 72 may not intend to act as builder or developer or any portion of the Southerly Acres, but may sell and convey various portions of the Southerly Acres to third parties for construction and/ or development, and Romke 72 acknowledges that each such builder and its successor must comply with all of the terms of this Third Amended Agreement. If Romke 72 does transfer and assign its rights and delegates its obligations under this Third Amended Agreement to a third party for all or any portion of the Southerly Acres, and if Romke 72, by notice, provides the Village Clerk the name and address of such third party and identifies the portion of the Southerly Acres that has been transferred, and if Romke 72 delivers to the Village Clerk: (i) written evidence of such third party's assumption of all of the aforesaid obligations, and (ii) if applicable, replacement security acceptable to the Village, then and in that event Romke 72 shall no longer have any liability or responsibility for the obligations which have been so transferred. Sales of individual lots that have been improved with a residence and for which a certificate of occupancy has been issued are excluded from this notice requirement.

27. Liability of Corporate Authorities. The Parties hereto acknowledge and agree that the individuals who are members of the corporate authorities entering into this Third Amended Agreement have each done so in his or her corporate capacity and shall have no personal liability whatsoever for such action. The Village acknowledges and agrees that the individuals who are executing this Third Amended Agreement on behalf of Romke 72 have each done so in his or her legal corporate capacity, and that neither they nor any officer, member, or manager of Romke 72 shall have any personal liability whatsoever for taking such action or under this Third Amended Agreement.

28. No Cross-Default. Romke 72 shall not be denied any appropriate request for approval of any Final Plat of Subdivision for respective portion of the Southerly Acres, or for issuance of a building permit or certificate of occupancy for any residential structure to be erected or to be erected on the Southerly Acres, on the basis of any then-existing default of Hampshire Property and/or any developer of the Northerly Acres.

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

30. Severability. If this Third Amended Agreement or any provision hereof is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect

any of the terms of the remaining provisions contained herein, unless both the Village and Romke 72 mutually deem the provision to be material to this Third Amended Agreement. The Village and Romke 72 hereby declare that each would have approved each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of whether one or more section, subsections, subdivisions, paragraphs, sentences, clauses, or phrases are declared unconstitutional, invalid or ineffective.

31. Integration. This Third Amended Agreement constitutes the entire understanding of the Parties relative to the zoning, subdivision and development of the Southerly Acres. All prior discussions, understandings and agreements pertaining such rezoning, subdivision and development are expressly merged into and superseded by this Third Amended Agreement. This Third Amended Agreement supersedes the Original Development Agreement and ARDA-2, respectively, in its entirety.

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

33. Voiding of Agreement. This Agreement shall be void and of no further force and effect, without any action or notice by any of the Parties, if the closing of the Contract has not been concluded as of the close of business on December 31, 2021.

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

[SIGNATURES ON FOLLOWING PAGES]

VILLAGE OF HAMPSHIRE

By: _____
Michael J. Reid, Jr.
Village President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

ROMKE 72, LLC

By: _____
Its: Manager

HAMPSHIRE PROPERTY, LLC

By: _____
Anthony R. Pasquinelli
Its: Manager

By: _____
Diane G. Hill
Its: Manager

By: _____
Karen Cohen
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

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

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, _____ of Romke 72, LLC, an Illinois Limited Liability Company, personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of the limited liability company, for the uses and purposes therein set forth.

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

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

LIST OF EXHIBITS

- A Legal Description of the Southerly Acres property
- B Concept Plan presented to Board of Trustees on Nov. 4, 2021.
- C --- Intentionally omitted
- D --- Intentionally omitted
- E Schedule of Transition Fee / Impact Fees / Connection Fees
- F Voucher Form for Sanitary Sewer
- G --- Intentionally Omitted
- H Voucher Form for Water
- I --- Intentionally Omitted
- J --- Intentionally Omitted
- K Specifications -- Construction of Streets / Roadways
- L Grading / Site Development (Earthwork Requirements)
- M Schedule of Deposits -- Temporary Occupancy

EXHIBIT A

Legal Description
(Southerly Acres)

Village of Hampshire
Tuscany Woods
ARDA-3 for Southerly Acres

EXHIBIT A

EXHIBIT "A"

Legal Description

The Northeast Quarter of the Southwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, in the Village of Hampshire, Kane County, Illinois;

EXCEPT that part falling in part of the West Half of the Northeast Quarter, Northwest Quarter, and Northeast Quarter of the Southwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; in the Village of Hampshire, Kane County, Illinois, described as follows:

Beginning at the Southwest corner of said Northwest Quarter of said Section 26; thence North 00 degrees 00 minutes 48 seconds West on an assumed bearing along the West line of said Northwest Quarter of said Section 26 a distance of 60.00 feet; thence North 89 degrees 47 minutes 51 seconds East along a line 60.00 feet North of and parallel with the South line of said Northwest Quarter of Section 26 a distance of 294.00 feet; thence South 00 degrees 12 minutes 09 seconds East 10.00 feet; thence North 89 degrees 47 minutes 51 seconds East along a line 50.00 feet North of and parallel with the South line of said Northwest Quarter of Section 26 a distance of 2,268.32 feet; thence North 44 degrees 47 minutes 51 seconds East 56.57 feet; thence North 89 degrees 47 minutes 51 seconds East 80.00 feet; thence South 45 degrees 12 minutes 09 seconds East 56.57 feet; thence North 89 degrees 47 minutes 51 seconds East along a line 50.00 feet North of and parallel with the South line of said Northeast Quarter of Section 26 a distance of 1,245.06 feet to the East line of said West Half of the Northeast Quarter of Section 26; thence South 00 degrees 13 minutes 38 seconds East along said East line 50.00 feet to the South line of said Northeast Quarter of Section 26; thence South 89 degrees 47 minutes 51 seconds West along said South line of the Northeast Quarter of Section 26 a distance of 1,325.08 feet to the Northeast corner of the Southwest Quarter of said Section 26; thence South 00 degrees 07 minutes 07 seconds East along the East line of said Southwest Quarter of Section 26 a distance of 90.00 feet; thence South 89 degrees 47 minutes 51 seconds West 40.00 feet; thence North 45 degrees 09 minutes 38 seconds West 56.53 feet; thence South 89 degrees 47 minutes 51 seconds West along a line 50.00 feet South of and parallel with the North line of said Southwest Quarter of Section 26 a distance of 1,241.57 feet to the West line of the Northeast Quarter of said Southwest Quarter of Section 26; thence North 00 degrees 03 minutes 10 seconds West along said West line of the Northeast Quarter of said Southwest Quarter of Section 26 a distance of 50.00 feet to the North line of said Southwest Quarter of Section 26; thence South 89 degrees 47 minutes 51 seconds West along said North line of the Southwest Quarter of Section 26 a distance of 1,321.20 feet to the Place of Beginning; all in Kane County, Illinois.

PIN: 01-26-300-004
Common Address: Vacant land on IL 72 at Romke Road, Hampshire, IL

EXHIBIT B

Concept Plan

Village of Hampshire
Tuscany Woods
ARDA-3 for Southerly Acres

EXHIBIT B

Romke 72

CONCEPTUAL LAYOUT Presented Nov. 4, 2021

On the northern end of the +/- 40 acres, proposing 3-4 parcels for future commercial and/or institutional development. On the southern portion, after wetland accommodations, there remains +/- 9.5 acres of buildable land for residential development.

Pending IDOT specifications and roadway access, the interior road cutting east to west across the property may not be developed. In this event, the area for residential development could potentially increase.

Once the farm crop has terminated, Romke 72 will finally be able to perform topographic and wetland assessments to better determine potential development layouts.

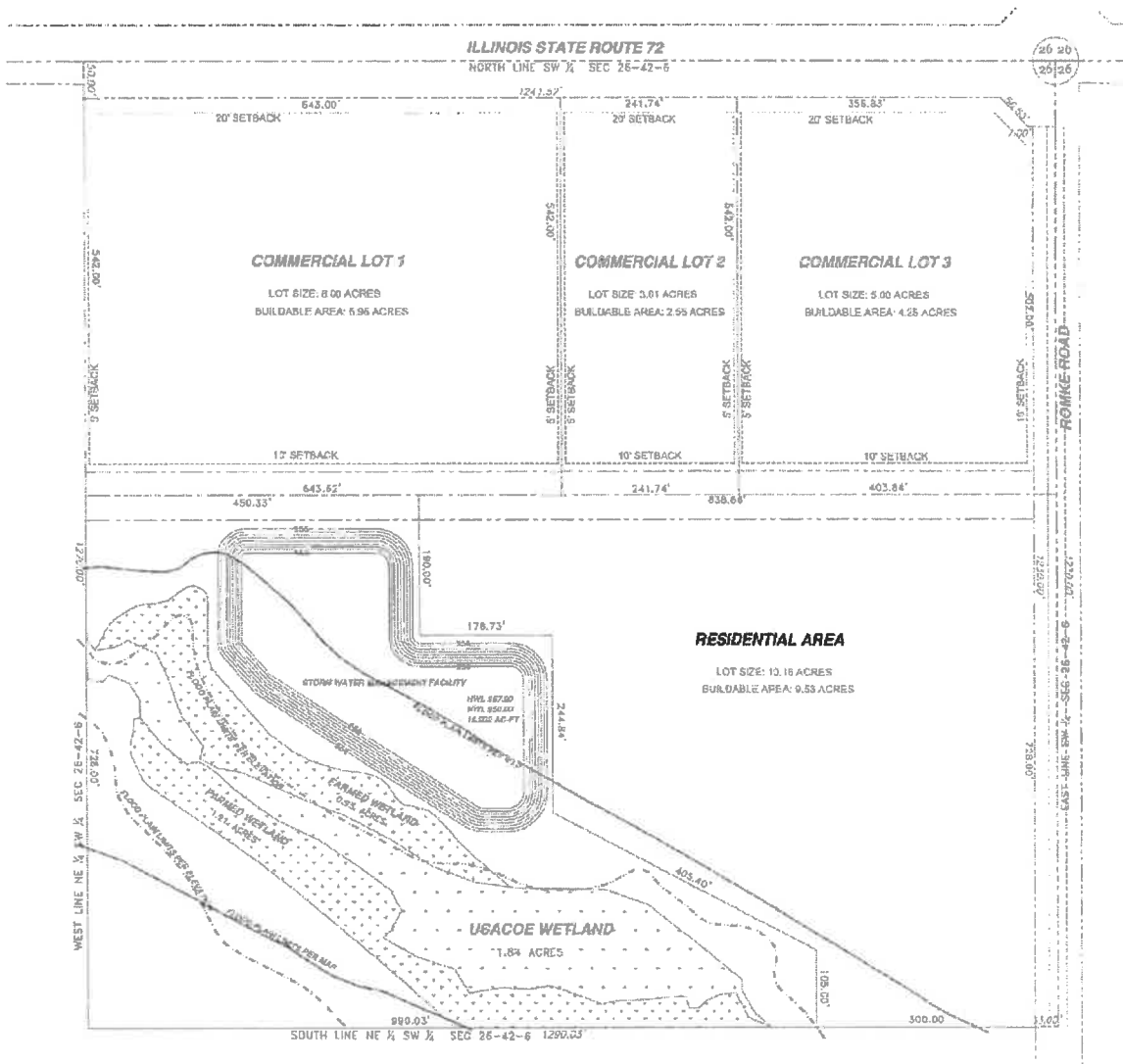


EXHIBIT E

Schedule of Impact Fees, Transition Fees and Connection Fees

Village of Hampshire
Tuscany Woods
ARDA-3 for Southerly Acres

EXHIBIT E

**Village of Hampshire
Tuscany Woods Unit #2
ARDA-3 for Northerly / Southerly Acres**

Exhibit E

HAMPSHIRE									2019
Summary / Fees	School	Park	Village / Public	Fire	Library	Transport	Cemetery	Early Warning	Totals
Transition	\$ 3,571.82	\$ 324.72	\$ 769.84	\$ 729.62	\$ 110.40				\$ 5,506.40
2 BR SFR	\$ 700.68	\$ 2,622.10	\$ 1,048.84	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 6,879.62
3 BR SFR	\$ 2,851.69	\$ 3,768.70	\$ 1,507.48	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 10,593.87
4 BR SFR	\$ 4,865.95	\$ 4,893.20	\$ 1,957.28	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 14,182.43
5 BR SFR	\$ 3,772.34	\$ 4,901.00	\$ 1,960.00	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 13,099.34
1 BR TH	\$ -	\$ 1,550.90	\$ 620.36	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 4,637.26
2 BR TH	\$ 670.18	\$ 2,587.00	\$ 1,034.80	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 6,757.98
3 BR TH	\$ 1,260.74	\$ 3,109.60	\$ 1,243.84	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 8,080.18
Studio	\$ -	\$ 1,682.20	\$ 672.88	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 4,821.08
1 BR Apt	\$ 9.69	\$ 2,285.40	\$ 914.16	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 5,675.25
2 BR Apt	\$ 689.95	\$ 2,488.20	\$ 995.28	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 6,639.43
3 BR Apt	\$ 1,867.21	\$ 3,968.90	\$ 1,587.56	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 9,889.67
Duplex	Same as TH - based on # of BR's								

	Water Connection	Sewer Connection							Totals Connection
2 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	---	\$ 11,465.00
3 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	---	\$ 11,465.00
4 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	---	\$ 11,465.00
5 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	---	\$ 11,465.00
1 BR TH	\$ 2,400.00	\$ 2,685.00	---	---	---	---	---	---	\$ 5,085.00
2 BR TH	\$ 4,600.00	\$ 5,370.00	---	---	---	---	---	---	\$ 9,970.00
3 BR TH	\$ 4,600.00	\$ 5,370.00	---	---	---	---	---	---	\$ 9,970.00
Studio	Per Commerical Building Schedule of Connection Fees - see below								
1 BR Apt	"								
2 BR Apt	"								
3 BR Apt	"								
Duplex	Same as TH - based on # of BR's								

This fee table is generally applicable throughout the Village. The Transition Fees as shown are current as of September 2019, per Res.No. 18-18, adopted 9-6-18; the Transition Fees are subject to adjustment in January of each year thereafter.

Credits are due for Water Connection Fees, Sewer Connection Fees and Public Use Fees, per the Third Amended and Re-Stated Development Agreement. The credits will be applied to dwelling units and/or commercial uses to be developed on the Northerly Acres and/or the Southerly Acres on a first come-first served basis. After exhaustion of the credits, the Water Connection Fees, Sewer Connection Fees, and Public Use Fees will be due and payable in full at the time of each subsequent application for building permit.

Any school donations shall be due in cash, not in land.

Park Impact Fees have been satisfied by donation of the park site (now, Tuscany Woods Park). In addition, Owner of the Northerly Acres has also donated a sum equal to \$1,000 for the first 299 Dwelling Units to be constructed on the Northerly Acres, and will be obligated to donate \$1,000 per Dwelling Unit for all dwelling units to be constructed in excess of 299. The donation is due at the time of application for building permit for each such Dwelling Unit. See Paragraph 10 of the Third Amended and Restated Development Agreement for the Northerly Acres.

Water Connection Fees and Sewer Connection Fees are governed by Section 8-1-3 of the Village Code.

A copy of the pertinent portions of Section 8-1-3 are attached below and incorporated into this Exhibit E.

Village of Hampshire
Tuscany Woods, Unit #2
ARDA-3 for Northerly Acres

Attachment to Exhibit E

Hampshire Municipal Code
§ 8-1-3 Water and Sewer Connections
C. Connection Fees

1. Water Connection Fees: * * *

b. **Office, Commercial and Industrial Uses:** A unit for purposes of this section shall be defined as a separate office, commercial or industrial use which is separated physically or financially as a separate fee ownership, or rental, by the landlord or owner of the respective property, and the connection fee for water service shall be charged as follows:

1 inch meter	\$1,200.00
1 ½ inch meter	\$1,500.00
2 inch meter	\$2,500.00
3 inch meter	\$3,750.00
4 inch meter	\$5,600.00
5 inch meter	\$6,250.00
6 inch meter	\$7,500.00

Provided; where any office, commercial or industrial building is constructed with only one connection, without separate connections to each unit therein which is otherwise separated physically or financially as a separate ownership or rental by the owner of the property, the connection fee to be charged will be calculated as set out in this sub-section based on the size of the water meter(s) for the building.

Provided further, for any water meter greater than 6" in size, for each increment of 1" or any part thereof a sum equal to \$1,250.00 shall be added to the fee prescribed herein for a 6" meter.

2. Sewer Connection Fees: * * *

b. **Office, Commercial and Industrial Uses:** A unit for purposes of this section shall be defined as a separate office, commercial or industrial use which is separated physically or financially as a separate fee ownership, or rental, by the landlord or owner of the respective property, and the connection fee for sanitary sewer service shall be charged as follows:

1 inch meter	\$3,000.00
1 ½ inch meter	\$5,000.00
2 inch meter	\$7,000.00
3 inch meter	\$10,500.00
4 inch meter	\$14,000.00
5 inch meter	\$17,500.00
6 inch meter	\$21,000.00

**Village of Hampshire
Tuscany Woods, Unit #2
ARDA-3 for Northerly Acres**

Provided, where any office, commercial or industrial building is constructed with only one connection, without separate connections to each unit therein which is otherwise separated physically or financially as a separate ownership or rental by the owner of the property, the connection fee to be charged will be calculated as set out in this sub-section based on the size of the water meter(s) for the building.

Provided further, for any water meter greater than 6" in size, for each increment of 1" or any part thereof a sum equal to \$3,500 shall be added to fee prescribed herein for a 6" meter.

3. Definition: For purposes of this section, a "dwelling unit" shall be defined as set forth in the village zoning regulations in section 6-2-2 of this Code.

4. Connection Fees: All connection fees shall be paid upon submitting application for a building permit, unless otherwise provided in any agreement between the owner and the village. (Ord. 07-55, 11-15-2007; amd. Ord. 21-17, 5-20-2021; Ord. 21-20, 6-3-2021)

EXHIBIT F

Voucher Form for Sanitary Sewer Connection Fee

Village of Hampshire
Tuscany Woods
ARDA-3 for Southerly Acres

EXHIBIT F

**CREDIT VOUCHER
SANITARY SEWER CONNECTION FEE
(Tuscany Woods #2)**

VOUCHER NO. _____

LOT NUMBER _____

ADDRESS : _____

TYPE OF UNIT: ___ Single family ___ Duplex ___ Townhouse ___ Commercial

	xxx	xxx	___ Studio
___	1BR	___	1BR
___	2BR	___	2BR
___	3BR	___	3BR
___	4BR	___	4BR
___	5BR	___	5BR

INITIAL AMOUNT OF SANITARY SEWER CONNECTION FEE CREDITS \$ 1,525,300.00

CREDITS APPLIED TO DATE: \$ _____
(To Be Supplied by Owner and confirmed by Village)

VALUE OF THIS CREDIT: \$ _____
(Per Agreement / Exhibit E)

REMAINING CREDITS: \$ _____
(To Be Supplied by Owner and confirmed by Village)

DATE: _____, 20__

The Undersigned A) Has been authorized by the Owner to execute this Voucher and authorize the application of the amount of the credits set forth herein.
B) Hereby certifies that the information set forth above is accurate to the best of the undersigned's knowledge.

By: _____
Name
Authorized Signatory

* * * * *

RECEIVED AT VILLAGE: Date: _____, 20__

By: _____



EXHIBIT H

Voucher Form for Water Connection Fee

Village of Hampshire
Tuscany Woods
ARDA-3 for Southerly Acres

EXHIBIT H

**CREDIT VOUCHER
WATER CONNECTION FEE
(Tuscany Woods #2)**

VOUCHER NO. _____

LOT NUMBER _____

ADDRESS: _____

TYPE OF UNIT: ___ Single family ___ Duplex ___ Townhouse ___ Commercial

	xxx	xxx	___ Studio
___	1BR	___	1BR
___	2BR	___	2BR
___	3BR	___	3BR
___	4BR	___	4BR
___	5BR	___	5BR

INITIAL AMOUNT OF WATER CONNECTION FEE CREDITS \$ 1,178,498.00

CREDITS APPLIED TO DATE: \$ _____
(To Be Supplied by Owner and confirmed by Village)

VALUE OF THIS CREDIT: \$ _____
(from Agreement / Exhibit E)

REMAINING CREDITS: \$ _____
(To Be Supplied by Owner and confirmed by Village)

DATE: _____, 20__

The Undersigned A) Has been authorized by the Owner to execute this Voucher and authorize the application of the amount of the credits set forth herein.

B) Hereby certifies that the information set forth above is accurate to the best of the undersigned's knowledge.

By: _____
Name
Authorized Signatory

* * * * *

RECEIVED AT VILLAGE: Date: _____, 20__

By: _____



EXHIBIT K

Specifications for Construction of Roadways

Village of Hampshire
Tuscany Woods
ARDA-3 for Southerly Acres

EXHIBIT K

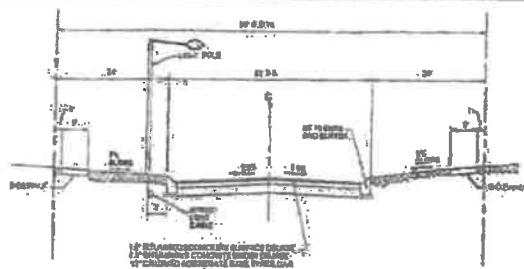

CHRISTY & PARTNERS
 CIVIL ENGINEERS & SURVEYORS
 15000 104th Avenue, Suite 201
 Richmond, British Columbia V6V 1K7

MR. WILSON
 230 PLYMOUTH ROAD - SUITE 101
 WILLOWDALE, ONTARIO M2H 1P7

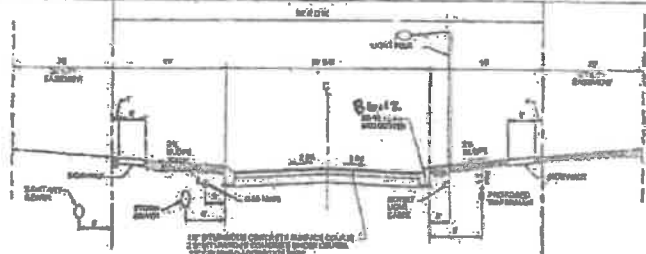
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2	10/1/00	ISSUED FOR PERMIT
3	10/1/00	ISSUED FOR PERMIT
4	10/1/00	ISSUED FOR PERMIT
5	10/1/00	ISSUED FOR PERMIT
6	10/1/00	ISSUED FOR PERMIT
7	10/1/00	ISSUED FOR PERMIT
8	10/1/00	ISSUED FOR PERMIT
9	10/1/00	ISSUED FOR PERMIT
10	10/1/00	ISSUED FOR PERMIT

TYPICAL ROAD CROSS-SECTIONS
TUSCAN WOODS

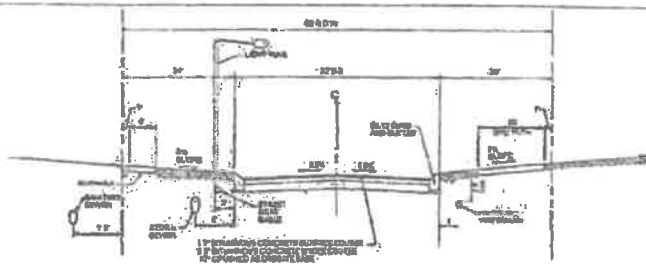
DRAWN BY: [Name]
 CHECKED BY: [Name]



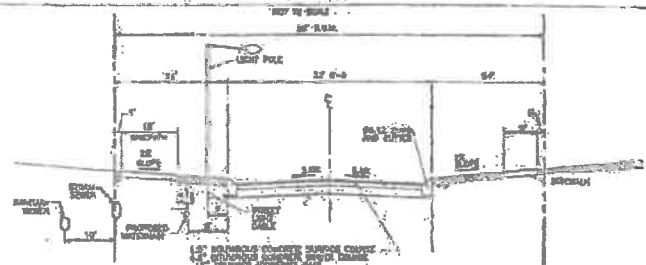
TYPICAL ROAD SECTION
ROADWAY
 FROM FIRST INTERSECTION SOUTH OF ROAD TO SOUTH PROPERTY
 PLEASE REFER TO DRAWING NO. 104 FOR DETAILS OF ADJACENT ROADWAY



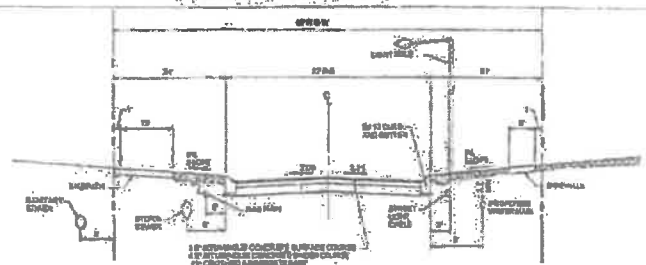
TYPICAL ROAD SECTION
RESIDENTIAL STREETS
 104' ROAD



TYPICAL ROAD SECTION
ONE LANE HIGHWAY
 104' ROAD

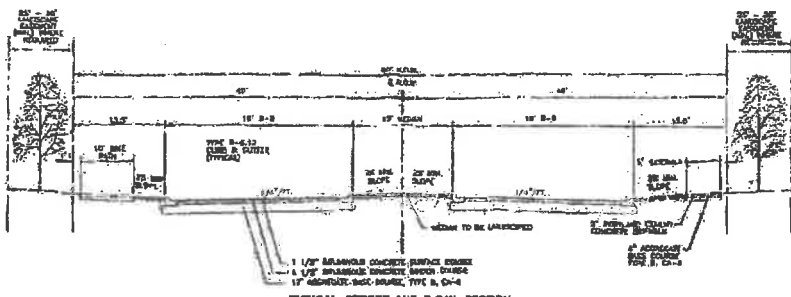


TYPICAL ROAD SECTION
ROADWAY
 FROM FIRST INTERSECTION SOUTH OF ROAD TO SOUTH PROPERTY
 PLEASE REFER TO DRAWING NO. 104 FOR DETAILS OF ADJACENT ROADWAY

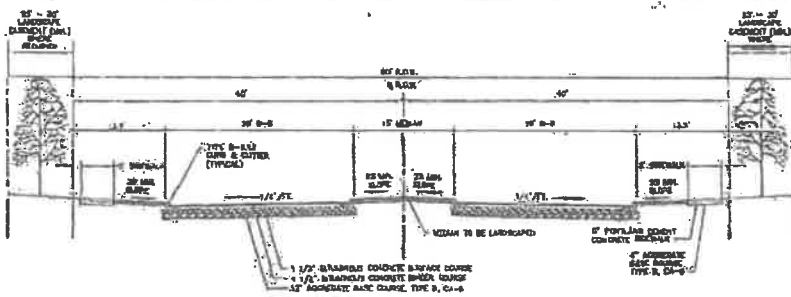


TYPICAL ROAD SECTION
ROADWAY
 FROM FIRST INTERSECTION SOUTH OF ROAD TO SOUTH PROPERTY
 PLEASE REFER TO DRAWING NO. 104 FOR DETAILS OF ADJACENT ROADWAY

5-11-00
EXHIBIT
 K



TYPICAL STREET AND R.O.W. SECTION
 WORK ROAD NORTH OF ROUTE 72 TO POST CROSS STREET AND
 FIRST 800' OF WORK ROAD SOUTH OF ROUTE 72
 PLEASE NOTE EAST HALF OF WORK ROAD SOUTH OF ALDERS ROUTE 72 WILL BE COMPLETED
 UPON THE ACCOMPLISHMENT OF REDDING ROAD BY '84'



TYPICAL STREET AND R.O.W. SECTION
 WORK ROAD FROM RTE. 72 TO 800' NORTH OF RTE. 72

EXH. M

CHRISTOPHER A. BURKE ENGINEERING INC. 111 South Main Street, Suite 201 St. Charles, Missouri 63304 (314) 625-1111	RPI MASSACHUSETTS, LLC 223 S. LONGFIELD ROAD - SUITE E WILLOWBROOK, IL 60097	<table border="1"> <tr><td>Project</td><td>111</td></tr> <tr><td>Sheet</td><td>111</td></tr> <tr><td>Date</td><td>11/11/83</td></tr> <tr><td>Scale</td><td>AS SHOWN</td></tr> <tr><td>Author</td><td>...</td></tr> <tr><td>Checker</td><td>...</td></tr> <tr><td>Engineer</td><td>...</td></tr> </table>	Project	111	Sheet	111	Date	11/11/83	Scale	AS SHOWN	Author	...	Checker	...	Engineer	...	TYPICAL ROAD CROSS-SECTIONS TUSCANY WOODS
Project	111																
Sheet	111																
Date	11/11/83																
Scale	AS SHOWN																
Author	...																
Checker	...																
Engineer	...																

11/11

EXHIBIT L

Earthwork Requirements (for Grading Permit)

Village of Hampshire
Tuscany Woods
ARDA-3 for Southerly Acres

EXHIBIT L

EXHIBIT L

ITEMS REQUIRED PRIOR TO EARTHWORK VILLAGE OF HAMPSHIRE

1. Stormwater Management Report approved and permit issued by the Village.
2. Hampshire Site Development Permit Application completed and processed by Village.
3. Performance Guarantee on file with the Village.
4. Cash Deposit / Nuisance Abatement Guarantee on file with Village.
5. Insurance Certificates on file with Village naming the Village and EEI as additional insured.
6. If final plat not recorded, indemnification letter from Developer acknowledging that they are proceeding at their own risk.
7. Approved Grading and Soil Erosion Sedimentation Control Plans.
8. Existing floodplain and/or floodway areas must be clearly identified on site.
9. Existing wetland areas and required buffer zones must be clearly identified on-site.
10. Agency Approvals
 - Transportation Permits (for construction access only)
 - IDNR and IHPA environmental sign-offs
 - IEPA NOI
 - Army Corps
11. Pre-Construction Conference with Village.

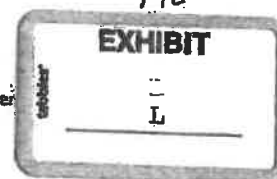


EXHIBIT M

Schedule of Deposits for Temporary Occupancy Permit

Village of Hampshire
Tuscany Woods
ARDA-3 for Southerly Acres

EXHIBIT M

EXHIBIT M

**SCHEDULE FOR DEPOSIT WITH VILLAGE
TO SECURE COMPLETION OF RELATED IMPROVEMENTS UPON
APPLICATION FOR TEMPORARY CERTIFICATE OF OCCUPANCY**

<u>Description</u>	<u>Amount</u>
Public - Sidewalk	\$ 2,500
Public - Driveway Apron	\$ 1,500
Private Driveway	\$ 2,000
Private Walkways	\$ 1,000
Foundation Plantings	\$ 500
Parkway Trees	\$ 500
Topsoil Re-spread	\$ 1,000
Sod	\$ 1,500
<hr/> Total	<hr/> \$10,500

• For any townhouse building, the deposit for any and all applicable improvements required for the building shall be due with the application for temporary occupancy for the first unit to be occupied.

• The applicant for such temporary certificate of occupancy, and any transferee of the property in question, shall remain liable for timely construction or planting, as the case may be, of all improvements secured by the deposit.



No. 21-

**A RESOLUTION
AUTHORIZING THE APPROVAL AND EXECUTION OF A THIRD
AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE
PROPERTY IDENTIFIED AS THE NORTHERLY ACRES OF TUSCANY
WOODS SUBDIVISION UNIT 2 IN THE VILLAGE**

WHEREAS, in 2004, the Village authorized the approval and execution of a certain Development Agreement for the Tuscany Woods Subdivision in the Village; and thereafter, in 2014, the Village authorized and approved an Amended and Restated Development Agreement, for Tuscany Woods Subdivision, Unit 2; and thereafter, in 2018, the Village authorized and approved a Second Amended and Restated Development Agreement for Tuscany Woods Subdivision, Unit 2; and

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

WHEREAS, since the time of approval of the Second Amended and Restated Development Agreement, the owner has proposed to convey a certain portion of the Tuscany Woods Subdivision, Unit 2, to wit: an area approximating forty (40) acres more or less and located south of IL 72, to a third party purchaser; and the parties to the planned transaction have proposed certain modifications to the terms and provisions of the agreement for purpose of proceeding with separate development of the two portions of said Unit 2 in the future; and

WHEREAS, the two portions of Tuscany Woods Subdivision, Unit 2 are to be referred to as the "Northerly Acres" to wit: that portion of the subdivision lying north of IL 72; and the "Southerly Acres" to wit: that portion of the subdivision lying south of IL 72, respectively; and

WHEREAS, the parties to the proposed transaction have each submitted a proposed Third Amended and Restated Development Agreement, relating to the portion of Tuscany Woods Subdivision, Unit 2 which each will own upon closing the planned transaction, in order to identify the obligations and responsibilities of each party relating to future development of the Northerly Acres, and of the Southerly Acres, respectively; and

WHEREAS, the Corporate Authorities have reviewed and would approve of the proposed Third Amended and Restated Development Agreement for each owner and portion of said subdivision, in order to describe and plan for the orderly completion of

improvements and the future development of the two portions of Tuscany Woods Subdivision, Unit 2 in the Village; and in particular, the Third Amended and Restated Development Agreement for the Northerly Acres, including the obligations of the Village as stated therein, is consistent with the earlier agreements, and should be approved by the Village.

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

Section 1. The proposed Third Amended and Restated Development Agreement for the Northerly Acres of Tuscany Woods Subdivision Unit 2, in words and figures as attached hereto, shall be and is hereby approved.

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

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

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

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

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

ADOPTED this 18th day of November, 2021.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this 18th day of November, 2021.

Michael J. Reid, Jr.
Village President

ATTEST:

Linda Vasquez
Village Clerk

/ / / / / / / / / / /

For Recorder's Use

Third Amended and Restated
Development Agreement for
Unit 2 in Tuscany Woods
Subdivision

Northerly Acres
(Hampshire Property, LLC)

2021

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

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

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

**NORTHERLY ACRES
(Hampshire Property, LLC)**

THIS THIRD AMENDED AND RE-STATEMENT DEVELOPMENT AGREEMENT FOR THE NORTHERLY ACRES (“Third Amended Agreement”) is made and entered into as of this 18th day of November, 2021 (“Effective Date”), by and between THE VILLAGE OF HAMPSHIRE, an Illinois municipal corporation of the County of Kane, State of Illinois (the “Village”), and HAMPSHIRE PROPERTY, LLC, an Illinois Limited Liability Company (“Owner” or “Hampshire Property”). In this Third Amended Agreement, the Village and Owner may be referred to individually as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, on February 4, 2018, a Second Amended and Restated Development Agreement for Unit 2 in Tuscany Woods Subdivision (“ARDA-2”) was recorded as Document Number 2018K04339 in the Office of the Kane County Recorder; and

WHEREAS, the territory subject to ARDA-2 consists of territory lying outside of platted Unit 1 of Tuscany Woods Subdivision in the Village and is sometimes designated or referred to as Unit 2 of Tuscany Woods Subdivision (the “Subject Property”); and

WHEREAS, ARDA-2 describes various rights and obligations of the person or entity being the “Owner” of the entirety of said Subject Property; and

WHEREAS, the current Owner of said Subject Property is Hampshire Property, LLC; and

WHEREAS, for purposes of this Third Amended Agreement, the Subject Property shall be and is divided into two areas:

- (i) the Northerly Acres of the Subject Property, consisting of territory lying within the territory sometimes designated or referred to as Unit 2 of Tuscany Woods, north of IL 72; (referred to herein as the “Northerly Acres of the Subject Property” or merely, the “Northerly Acres”); and
- (ii) The Southerly Acres of the Subject Property, consisting of territory lying within the territory sometimes designated or referred to as Unit 2 of Tuscany Woods, south of IL 72, being forty (40) acres more or less in area (referred to herein as the “Southerly Acres of the Subject Property” or merely, the “Southerly Acres”); and

WHEREAS, the legal description of the property which shall be and is subject to this Third Amended Agreement for the Northerly Acres, and relating to and governing the Northerly Acres of the Subject Property, is attached hereto as Exhibit "A"; and

WHEREAS, Hampshire Property has entered into a certain Contract of Sale and Purchase, dated June 12, 2021 ("Contract") to convey to Romke 72 the Southerly Acres; and

WHEREAS, upon the closing of the Contract Romke 72 shall become the title holder of the Southerly Acres and assume certain obligations of Hampshire Property under the ARDA-2 ("Romke 72"); and

WHEREAS, Hampshire Property shall retain Ownership of the Northerly Acres of the Subject Property; and

WHEREAS, pursuant to the terms and conditions of the above-referenced Contract, in order to proceed to closing, there is to be an assumption by Romke 72 of, and a release of Hampshire Property and the Northerly Acres from, the obligations for recaptures described in Sections 4(i) and 7(b)(ii) of ARDA-2, and the assumption of other obligations of Hampshire Property; and

WHEREAS, pursuant to the terms and conditions of the above-referenced Contract in order to proceed to closing, Romke 72 is to assume, and Hampshire Property is to be relieved of, certain obligations described in Paragraph 11(a) and Exhibit K of ARDA-2, including the obligation of the property Owner to contribute a pro-rata share of the costs associated with the roadway improvements described therein as related to the development of the Southerly Acres; and

WHEREAS, it is the intention of the parties hereto that certain modifications are to be made to ARDA-2 to accomplish the matters noted above; and further, the Parties desire to amend and restate ARDA-2 in this Third Amended and Re-Stated development Agreement for the Northerly Acres (together with a Third Amended and Re-Stated Development Agreement for the Southerly Acres) to delineate and define the responsibilities of each of the Parties in light of the transfer of the Southerly Acres to Romke 72.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE VILLAGE AND OWNER AGREE AS FOLLOWS:

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

(a) This Third Amended Agreement is made pursuant to and in accordance with the provisions of the Illinois Municipal Code (Chapter 65 of the Illinois Compiled Statutes) including but not limited to the authority granted to the Village to approve zoning map amendments; to grant subdivision approval; to enter into contracts for the construction of sanitary sewer and public water facilities; and to accept dedications of land by easement or deed for public use.

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

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

3. The Zoning, Subdivision and Comprehensive Plan Approvals.

(a) The provisions herein and in the Original Development Agreement and ARDA-2 for the construction, maintenance and operation of a sanitary sewer and water system and the construction of other public improvements are based on the Original Developer's, Hampshire Property's and the Village's assumptions on the zoning, subdivision and development of the Subdivision, as set forth in the Original Development Agreement and the Preliminary Plat approved as an element thereof. Accordingly, the Parties agree that for all territory included in the Northerly Acres, there shall be not more than 326 single family lots platted and dwelling units constructed, as depicted on the Preliminary Development Plan prepared by RWG Engineering, LLC dated 05-25-18 attached hereto as Exhibit "C."

(b) Intentionally omitted.

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

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

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

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

- (i) For purposes of measuring lot width, under Section 6-7-2 for R-2 lots; and under Section 6-7-3 for R-3 lots, lot width shall be computed at the front yard setback.
- (ii) In lieu of Section 7-4-3(A), the block length requirements as depicted on the Preliminary Development Plan shall apply;
- (iii) To permit 80 degree angles at intersections in lieu of the 90 degree angle at intersection requirement, provided, this departure shall apply to no more than one (1) intersection;
- (iv) In Section 7-4-1, "Minimum Standards for Street Design," to permit roadway centerline radius of 85-feet on minor streets in lieu of the 200-foot centerline radius;
- (v) In Section 7-4-1, "Minimum Standards for Street Design," to require no minimum vertical curve length requirement where a roadway gradient differential is less than or equal to 1.5% and where vertical curves are required and designed with a K value of 30 for crests and 40 for sags with no minimum length;
- (vi) In Section 7-4-1, to require no minimum tangent between reverse curves for minor streets in lieu of the 25-foot requirement;
- (vii) In Sections 7-3-6 and 7-4-6(A), to permit a combination sidewalk/bike path where indicated on **Exhibit "C"** attached hereto;
- (viii) The tree preservation, tree removal and general landscaping requirements in Section 5-16-1 *et seq.* are modified as follows:
 - (1) Section 5-16-2(A) is modified to provide that existing trees smaller than 6" diameter at breast height (DBH) shall be exempt from the tree survey or replacement requirements;

- (2) Section 5-16-2(C)(1)(d) is modified to provide that existing trees shall be measured in DBH not caliper inches and if during development of the Northerly Acres an existing tree which was to be removed is saved, then a credit shall be given by the Village and a revision to the tree preservation and removal plan shall occur; and
- (3) Section 5-16-2(D)(2) is modified to provide that existing Boxelder, White Mulberry, Colorado Blue Spruce, Paper Birch, Apple, Pear, Cottonwood, Slippery Elm, American Elm, Siberian Elm, Black Cherry, Downy Hawthorn, Crack Willow, White Willow, Black Willow and Buckthorn trees shall also be exempt from replacement requirements if removed.
- (ix) In Section 5-16-2(G) two parkway trees shall be required on each lot with a minimum of 100 foot of street frontage and one parkway tree shall be required on each lot with less than 100-foot of street frontage; on any corner lot, the required number of trees shall be provided on each frontage;
- (x) Owner may use vegetation for edging and side slopes of drainage facilities, provided said slopes are properly designed and built so as not to require stabilization which would require stone or other re-enforcing material; provided, the treatment of side slopes shall specifically be subject to review and approval by the Village Engineer and in any event, shall not exceed four to one slope;
- (xi) In Section 5-16-3(E)(4)(a), the minimum size of deciduous trees shall be 2.5" caliper, rather than 6" caliper;
- (xii) In Section 5-16-2(D)(4) and 5-3-3(G)(2), the trees have a trunk diameter of not less than 2.5" caliper, rather than 3" caliper;
- (xiii) In Section 5-16-3(G)(4), to maintain said trees for a period of two years, rather than three years following the acceptance of the street improvements in the right-of-way the trees are planted in. The term for replacement warranty for landscaping on private property shall be two years after the initial acceptance by the Village, provided, as to any vacant lot or lots which Owner conveys to a third party, such third party shall assume the responsibility for trees and landscaping described in this Paragraph;
- (xiv) In Section 5-16-3(G), to replace, in accordance with the requirements of this Article, any trees that do not survive in a good and healthy condition for the two years, rather than for the three year, period next following the date of the acceptance of the street improvements in the right-of-way the trees are planted in; and
- (xv) In Section 7-4-7(A), all unpaved areas within street right of ways adjacent to open space may be seeded subject to review and approval by the Village Engineer.

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

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

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

(i) The Village confirms the approval of the Preliminary Development Plan for the Subdivision, and, consistent with Section 6-18-19(C) of the Village Code, Owner may apply for approval of a final plat for the Northerly Acres within a period of twenty (20) years after the Effective Date of this Third Amended Agreement.

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

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

(l) In the course of seeking approval of any final development plan for the Northerly

Acres, Owner may at its sole cost and expense seek additional zoning approvals for the Northerly Acres, which approvals or variations shall be subject to Village approval in accordance with all applicable Village codes and ordinances, without the need for further amending this Third Amended Agreement, and without the approval of any Unit 1 Owner or of any Owner of the Southerly Acres including but not limited to Romke 72 or its successors and assigns as related to the Northerly Acres of Unit 2 of Tuscany Woods.

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

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

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

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

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

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

(c) Construction of the Connecting Sewer Main. The Parties acknowledge and agree that the Connecting Sewer Main as described in ARDA-2 has been constructed, and has been accepted as a public improvement by the Village, as of the Effective Date of this Third Amended Agreement.

(d) Total Costs and Credits for Sanitary Sewer System Expenditures. Hampshire Property shall be entitled to a total credit for expenditures for sanitary sewer system improvements of \$1,525,300.00 due to Hampshire Property as otherwise described in ARDA-2. The current schedule of sanitary sewer connection fees is included on the attached Exhibit "E." Prior to and as a condition of issuance of a building permit for any structure in the Northerly Acres, Owner shall submit to the Village a voucher for sanitary sewer connection fees, of the type attached hereto as Exhibit "F," until all of the credit for sanitary sewer connection fees has been fully applied. After full application of the credit described in this sub-section (d), Owner shall pay the sanitary sewer connection fee due for any such structure with its application for building permit.

Collection of Sanitary Sewer Impact and Connection from Southerly Acres. In addition to the credits described in Par. 4(d), Hampshire Property shall be entitled to be paid the Sanitary Sewer Connection Fees collected by the Village for uses developed on the Southerly Acres pursuant to ARDA-3 for the Southerly Acres, dated November 18, 2021, Par. 4(d).

(e) Recapture for Sanitary Sewer Costs. The Parties acknowledge and agree that a Recapture Agreement for such expenditures has been approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2008K01114, based at the time on the partial costs that had been incurred by the Original Developer for the First Sewer Expansion Project (the "First Sewer Expansion Project Recapture Agreement"); and that an amendment to the First Sewer Expansion Recapture Agreement, confirming the final certified costs of the First Sewer Expansion, the right of recapture herein provided for and establishing that the amount due for reimbursement under said Recapture Agreement shall be and is \$1,308,455.48, has been approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2014K028695. Recapture payments made to and collected by the Village pursuant to said amendment to the First Sewer Expansion Agreement shall be paid over to Hampshire Property, or its assigns. Provided, the Parties acknowledge and agree that no recapture payments are due from Romke 72 and/or the Southerly Acres under said Recapture Agreement.

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

(g) Grant of Easement. An easement for the construction of the Connecting Sewer Main has been granted by Plat of Easement recorded in the Office of the Kane County Recorder

as Doc. No. 2006K079205. Said Easement shall be reflected on the Final Development Plan for Unit 2.

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

(i) Payment due for Expansion of the Village's Wastewater Treatment Facility. The Parties acknowledge and agree that pursuant to the terms of a certain Recapture Agreement dated October 10, 2011 and recorded as Document No. 2012K005496 (based on the Agreement for Funding Expansion of the Village's Wastewater Treatment Facility to 1.5 MGD Capacity, dated February 6, 2006), there is due and owing from Owner to Hampshire East, LLC, a principal amount equal to \$226,206.13, plus interest. For purposes of this Section 4(i), Romke 72 shall assume the obligation of "Owner" and shall pay the amount due to Hampshire East, LLC as set forth in said Recapture Agreement as a condition of approval, and not later than the date of recording, of the first final plat of subdivision for the Southerly Acres of the Subject Property. Provided, regardless of when or whether Hampshire East LLC receives such recapture payment, upon recording of this Third Amended Agreement, and recording of a release from Hampshire East LLC (which recording shall occur prior to the recording of the deed conveying the Southern Acres to Romke 72), Hampshire Property shall forever be released from any right or claim of Hampshire East, LLC and or Hampshire West LLC to said recaptures.

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

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

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

(b) Reservation of Capacity. For the Term of this Third Amended Agreement, the Village shall reserve capacity in its water supply and distribution system in the amounts and to the

extent necessary to provide potable water and water for fire protection services to the Dwelling Units to be constructed in the Northerly Acres, subject to installation of the Pressure Reducing Valve on the Northerly Acres.

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

(d) Total Costs and Credits for Water System Expenditures. Hampshire Property shall be entitled to a total credit for expenditures for water system improvements of \$1,525,300.00 due to Hampshire Property as otherwise described in ARDA-2. The current schedule of water connection fees is included on the attached Exhibit "E." Prior to and as a condition of issuance of a building permit for any structure in the Northerly Acres, Owner shall submit to the Village a voucher for water connection fees, of the type attached hereto as Exhibit "H," until all of the credit for water connection fees has been fully applied. After full application of the credit described in this sub-section (d), Owner shall pay the water connection fee due for any such structure with its application for building permit.

(e) Collection of Water Impact and Connection from Southerly Acres. In addition to the credits described in Par. 5(d), Owner shall be entitled to be paid the water connection fees collected by the Village for uses developed on the Southerly Acres pursuant to ARDA-3 for the Southerly Acres, dated November 18, 2021, Par. 5(d).

(f) Recapture Due for Water Costs. The total amount expended for the First Water Expansion Project does not as of the Effective Date of this Third Amended Agreement exceed the amount of water impact fees and water connection fees due for the number of Dwelling Units planned for the Subdivision, but it is anticipated that after adding the cost of transportation and installation of the Pressure Reducing Valve when actually incurred by Owner the sum of the certified costs of the First Water Expansion Project will exceed the amount due for such impact and connection fees. Therefore, although there is not any recapture due at this time, there may in

the future be recapture due to Owner as a result of the construction of the First Water Expansion Project. A recapture agreement for such expenditures was approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2008K01113, based at the time on the partial costs that had been incurred by Owner for the First Water Expansion Project. Provided, Owner acknowledges and agrees that the property to be conveyed to Romke 72 pursuant to the Contract of Sale and Purchase identified above and otherwise designated as the Southerly Acres) shall not be deemed a benefited property for purposes of such recapture agreement or an amendment thereto and no recapture payments shall be due from Romke 72 or the Southerly Acres for the First Water Expansion Project.

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

(h) On-Site Permits. Owner shall be responsible for the cost of permits for on-site water improvements attributable to the development of the Northerly Acres.

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

6. Storm Sewer Service in the Subdivision

(a) Owner agrees that neither Owner nor any transferee, successor or assign of Owner shall obstruct or impair the ability of any Unit 1 Owners to freely utilize any detention basins in the Northerly Acres which serve or are intended to serve Unit 1.

(b) Owner shall dedicate to the Village by appropriate Plat all detention / retention basins on the Northerly Acres, including but not limited to Pond 4 and Pond 8 as identified on the original Preliminary Plat, and the Village shall accept same upon approval of each pertinent Plat of Subdivision; provided Owner shall obtain and deliver to the Village at Owner's expense a commitment for title insurance showing clear title to same, and Owner will then provide a policy of title insurance for same after acceptance as provided herein. Provided, however, acceptance of the dedication of Pond 4 and Pond 8 shall be subject to inspection by the Village Engineer and correction by Owner of any defects in the present condition of said ponds as noted from such inspection; the other natural areas in the subdivision shall not be dedicated to the Village but shall remain common areas owned by Owner and/or an appropriate property Owners association; and further provided, no maintenance bond as otherwise required by Section 7-2-4 of the Village Subdivision regulations shall be required as a condition of acceptance of said Pond 4 and Pond 8.

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

(d) There shall be only natural plantings and/or natural areas surrounding the stormwater retention / detention areas in the subdivision; and Owner shall include in any deed of conveyance to each individual lot Owner a written provision specifically indicating to all purchasers of a lot i) that such lot Owner and his/her successors shall not be permitted either to appropriate for his/her own use, or to improve, any area included in such areas; ii) that such lot Owner and his/her successors shall not mow any area of the natural areas; and iii) that neither the Village nor the Homeowners Association shall mow said natural area(s), but instead said area shall be maintained in its natural state. This Paragraph 6(d) shall constitute a covenant running with the land and in the event that said statement is not specifically included in any deed, nonetheless this Par. 6(d) shall constitute legal notice of such restrictions to the purchasers of any lot, and his/her successors.

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

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

- (i) The recapture due the Farms of Hampshire, LLC in the initial amount of \$189,182.52 as a result of the construction of improvements to the intersection of Runge Road and Illinois Route 72, per the Recapture Agreement recorded in the Kane County Recorder's Office on July 24, 2008, as Document No. 2008K060161; and
- (ii) The Recapture due the Farms of Hampshire, LLC in the initial amount of \$395,727.53 as a result of the construction of certain improvements for the extension of Runge Road and the extension of Jake Lane, per the Recapture Agreement recorded in the Kane County Recorder's Office on July 24, 2008 as Document No. 2008K060160; and
- (iii) The Recapture due Hampshire Enterprises, Inc., based on the certified costs of \$58,522.28, as a result of the construction of the West Side Interceptor Sewer in the Village, per the Recapture Ordinance recorded in the Kane County Recorder's Office on January 6, 1997 as Doc. No. 1997K001003.
- (iv) That portion of the Recapture owed by Owner from to Heartland Bank and Trust Company ("Heartland Bank"), as successor in interest to the Farms of Hampshire, LLC's interests in and to the recapture claims.

(b) The Parties acknowledge that the only recapture payment due and owing in respect to the Northerly Acres is/are the following:

- (i) Recapture described in Par. 4(i) above due to Hampshire East, LLC for costs of funding the first expansion of the wastewater treatment facility, in the principal sum of \$226,206.13.
- (ii) The recapture due Hampshire West, LLC for its work on the Hampshire Creek Interceptor Sewer and pursuant to a certain Recapture Agreement dated January 1, 2011 and recorded as Document No. 2011K015822, the principal sum of \$180,758.00, plus interest.

Provided, for purposes of this Paragraph 7(b), Romke 72 shall assume the obligation of Owner and shall pay the amount due to Hampshire West, LLC set forth in said Recapture Agreement as a condition of approval, and not later than the date of recording, of the first final plat of subdivision for all or any part of the Southerly Acres of the Subject Property. provided further, regardless of when or whether Hampshire West LLC receives such recapture payment, upon recording of this Third Amended Agreement and a release from Hampshire West LLC, (which recording shall occur prior to the recording of the deed conveying the Southern Acres to Romke 72) Hampshire Property shall forever be released from any right or claim of Hampshire East, LLC and or Hampshire West LLC to said recaptures.

(c) The Village acknowledges and agrees that except as specified in Paragraph 7(b) no other recapture payments shall be due from Owner as a result of or in connection with the development of the Northerly Acres, and that the Village shall not approve any other recapture agreements or ordinances which burdens Owner or the Northerly Acres with additional recapture obligations without Owner's prior written consent, which consent may be given or withheld in Owner's sole and absolute discretion.

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

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

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

9. Impact Fees / Off-Site Improvements.

a) Except for any credits otherwise due under Paragraph 4 (sanitary sewer) and Paragraph 5 (water) above, and except for a credit of \$120,000.00 due to Hampshire Property toward the Public Use fee due from the Northerly Acres, the transition fees, impact fees, and connection fees set forth on **Exhibit "E,"** Schedule of Transition, Impact and Connection Fees, shall apply to any new construction in the Northerly Acres hereafter, subject to the following:

(i) That for a period of three (3) years after the effective date of this Agreement, the fees for connections to the Village water supply and distribution system and for connections to the Village wastewater conveyance and treatment system for developments on the Northerly Acres pay fees at not less than the rate of the connection fees set forth on **Exhibit "E."**

(ii) That, as to such connection fees, upon the earlier of: (A) full application of the credit for sewer expenditures described in Par. 4 above, and/or full application of the credit for water expenditures described in Par. 5 above, respectively, or (B) the expiration of the three year (3) year period described herein, being November 18, 2024, the connection fees applicable to the Northerly Acres shall be the connection fees generally applied by the Village at the time of application for building permit to other properties in the Village; and

iii) That, as to transition fees and impact fees, at any time after the date of this Third Amended Agreement, the transition fees and impact fees, applicable to the Northerly Acres shall be the transition fees, impact fees, and connection fees generally applied by the Village at time of application for building permit to other properties in the Village.

Notwithstanding the foregoing, any increased, decreased, other, or additional transition, impact, or connection fees which are then generally applicable in the Village shall be imposed on the construction of Dwelling Units, institutional and/or commercial uses in the Northerly Acres in the future, provided any such increased, decreased, other or additional transition fee, impact fee, or connection fee shall not apply to the Northerly Acres, until six (6) months after the Village Board approves the same and gives notice of the same to Hampshire Property, or its successors or assigns.

(b) The Parties also acknowledge and agree that the transition fees, impact fees, and connection fees for developments on the Southerly Acres are set by the terms of the Third Amended Agreement for the Southerly Acres, dated November 18, 2021.

(c) Owner shall pay the fees described in the foregoing Paragraph 9(a) at the time of application for issuance of a building permit for each Dwelling Unit constructed in the Northerly Acres. The voucher form attached as **Exhibit "I,"** voucher for Public Use Fee, shall be utilized until all credits are fully applied.

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

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

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

10. Park Donations.

(a) Owner shall pay to the Village a sum equal to One Thousand (\$1,000.00) Dollars for park purposes for each dwelling unit allowed under this Third Amended Agreement that is in excess of the 299 dwelling units allowed under the Original Development Agreement. Payment of the fee for park purposes described in this Paragraph 10(a) shall be due at the time of issuance of a building permit for each such additional unit. The voucher form attached as **Exhibit "J,"** voucher for park donations, shall be utilized until all credits are fully applied

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

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

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

11. Road, Street and Utility Construction Standards.

(a) Owner shall provide streets and roads for the Northerly Acres. Each street right-of-way shall be dedicated in a final plat of subdivision, and the Village agrees that said roads shall be constructed in accordance with the specifications contained in **Exhibit "K."** The Parties acknowledge and agree that as of the Effective Date certain improvements have been substantially completed at the intersection of Illinois Route 72 and Romke Road, to wit: westbound deceleration

lane; eastbound left turn lane; and westbound left turn lane, utilizing certain letter of credit and escrowed funds on deposit with the Village to pay the costs of construction. It shall be the obligation of Romke 72 at its sole expense, at the time of any development of the Southerly Acres, to construct the eastbound deceleration lane (for traffic turning south onto Romke Road). Romke 72 shall also reconstruct the existing paved portion of Romke Road immediately adjacent to said Southerly Acres not later than the time of issuance of the first certificate of occupancy for any structure erected thereon. Romke 72 in assuming an obligation originally assumed by Hampshire Property has relieved Hampshire Property of any obligation to contribute to the improvement described herein. It is acknowledged and agreed that, because of the assumption of the obligation regarding roadway improvements described in this Par. 11, Hampshire Property shall be and is relieved of any obligation to construct or to contribute to said roadway improvements.

(b) Owner shall have the right, but not the obligation, to install the final lift or surface course to roadways within any phase of the Northerly Acres during the year that the binder course is installed subject to the Village Engineer's approval. In any event, Owner shall have the right, but not the obligation, to install the final lift or surface course to roadways within any phase of the Northerly Acres in which 80% or more of the dwellings have been issued occupancy permits. After completion of the construction and/or acceptance of any street or road by the Village, and if construction traffic of Owner, its agents or employees continues to utilize its street or road, Owner shall be responsible for keeping the street or road free from construction debris, and further Owner shall be responsible for repair or damages to the street or road caused by such construction traffic of its agent and employees. Acceptance of said roads shall be as provided for in Paragraph 12 below.

(c) From and after the time of acceptance of any roadway improvements on the Northerly Acres by the Village, the Village shall then maintain said improvements, subject to the requirement that Owner as to the Northerly Acres provide a maintenance bond for a period of one year after such acceptance.

(d) Owner acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt and mud clots on streets and roadways adjacent to the construction site. Accordingly, Owner shall perform the following tasks:

- (i) Inspect and clean the streets and roadways adjacent to and within 1,000 feet of Owner's construction site as needed during each week while construction is occurring on said site.
- (ii) Periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing so as to comply with applicable Village regulations.
- (iii) At all times prior to issuance of a Certificate of Completion by the Village for any street constructed in the Subdivision, within twelve (12) hours following an accumulation of one (1") inch or more of snow thereon in any

eight (8) hour period, cause such street to be plowed and such snow cleared therefrom.

(iv) In the event that the Village certifies completion of any such street between November 1 of any given year and April 1 of the following year, Owner shall continue to provide snow removal for said streets throughout such period.

(e) As security for such obligations, and as a condition of approval of a Final Plat for all or any part of the Northerly Acres, or the issuance of any grading permit as the case may be, Owner shall make a one-time deposit with the Village Clerk in the sum of Five Thousand (\$5,000.00) Dollars as and for a "Site Control Escrow."

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

(g) All sums then remaining on deposit with the Village for Site Control Escrow pursuant to this paragraph shall be returned to Owner upon final acceptance of all public improvements by the Village.

(h) Owner shall provide adequate lighting of public streets within the Northerly Acres in accordance with the Hampshire Municipal Code, Section 7-3-8 and the applicable light standard prescribed by the Village. Upon installation and acceptance by the Village, the Village shall be responsible for maintenance of said lighting.

(i) Village's design standards for streetlights, street signs, mailboxes, traffic signs, and fences shall be included in the final engineering plans submitted for development of the subdivision. Said design standards shall be generally consistent with the design standards established for such improvements in the Original Development Agreement. Street signs, traffic control signs and streetlights shall be installed and fully operational throughout a phase or unit of the development on the Northerly Acres prior to the issuance of any certificate of occupancy in such phase or unit. Temporary or permanent street signs shall be installed throughout a phase or unit of the development on the Northerly Acres and any street or streets leading into such phase or unit, prior to the issuance of any building permit in such phase or unit. The design of any temporary street sign shall be subject to the review and approval of the Village Engineer. No sidewalk and no bituminous surface course for any street, in the development on the Northerly Acres shall be installed at any time before April 15 or after December 1 in any calendar year unless approved by the Village Engineer.

12. Public Improvements - Security and Acceptance.

(a) The public improvements shall include the roads, streets and sidewalks, the sanitary sewer and water main improvements, all detention/retention areas and facilities, flood plains and wetland areas located in the Northerly Acres as identified on the Preliminary Development Plan. A final plat for any phase or unit of the development may be approved, but not recorded, until adequate security is provided by Owner of the Northerly Acres for the completion of the public improvements attributable to that phase or unit.

(b) The security to be provided by Owner for public improvements benefiting an individual phase or unit of development within the Northerly Acres shall be in accordance with the applicable Village ordinances (125% of the Village Engineer's estimate of cost). Such security shall be in the form of performance and payment bonds or letters of credit, as Owner may elect, provided however that the form of said bonds or letters of credit shall be subject to review and approval by the Village Attorney, which approval shall not unreasonably be withheld or delayed.

(c) To the extent utility improvements are developed or installed in phases or units, the Village shall inspect and accept the same on a phase-by-phase or unit-by-unit basis. Owner shall be required to install water lines and sewer mains in each phase or unit only as each such phase or unit is platted and approved by the Village. Provided, however, where such phased utility improvements are required to be interconnected or looped to or with another phase or unit of the development, the Village shall not be required to accept such phased improvements unless adequate security in the form of a performance bond is deposited with the Village to assure the completion of the required interconnection or looping.

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

(e) Upon the sale and transfer of any portion of the Northerly Acres, Owner shall be released from the obligation secured by its security instrument for public improvements, on the condition that that the Village approves and accepts substitute security from the purchaser, transferor, assignor, or other successor to Owner, pursuant to Paragraph 26 below.

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

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

(h) Owner, its successors and assigns, covenant and agree that to the extent Hampshire Property, its successors and assigns, as the case may be, have an Ownership interest in any public improvements presently serving or intended to serve the Unit 1 property or the Southerly Acres, as contemplated by the original Preliminary Plat or the Unit 1 Final Engineering Plans, Owner shall not obstruct or impair the ability of any Unit 1 Owner or Romke 72, or their respective successors or assigns, to freely utilize such public improvements.

(i) Intentionally Omitted.

(j) Owner shall at the time of mass grading of the area adjacent to that part of the existing park space in the subdivision that is located at or east of Vineyard Road and south of Maple Lane cooperate with the Hampshire Park District for mass grading of an area in said park space approximately 3.5 acres in size at that location (planned at least in part for a dog park). Provided, the cost to Owner shall not to exceed 50% of the expense for such mass grading, or \$25,000.00, whichever is less; and provided further, Owner shall also provide fill for said area to

the extent fill is reasonably available from the mass grading work in the vicinity of Vineyard Road and Maple Lane in the subdivision.

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

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

(b) Owner may undertake excavation, mass grading, erosion and sedimentation control, water retention and detention, filling, soil stockpiling and site grading ("Grading and Site Development Work") in and upon the Northerly Acres at any time after the execution of this Third Amended Agreement, and prior to approval of the final plat of subdivision for all or any portion of the Northerly Acres; provided, however, that Owner shall undertake such work at its own risk. Owner shall not undertake such work, except with the Village engineer's prior approval of appropriate plans containing sufficient information to demonstrate that the work will be accomplished in accordance with sound engineering practices. The Village engineer's prior approval shall be evidenced by the issuance of a mass grading permit. Additionally, Owner shall be required to take such action as may be necessary to assure that such work ultimately complies with the approved final engineering plans for the Northerly Acres. Prior to commencing work hereunder, Owner must obtain all necessary permits for such work from any applicable government agency other than the Village. Owner agrees to indemnify, defend and hold harmless the Village and its Corporate Authorities, officers, agents, employees and consultants (collectively, the "Indemnitees") from all claims, demands, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the mass Grading and Site Development Work permitted under such sub-paragraph. Any earthwork performed pursuant to the Paragraph 12(b) shall be subject to the requirements of **Exhibit "L,"** attached hereto and incorporated herein by this reference. Owner shall also comply with Par. 12(j) above.

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

to the public until a binder course on the road has been installed, inspected and approved by the Village Engineer. The Village agrees that Owner shall have the right to maintain the model homes on the Northerly Acres until all of the lots on the Northerly Acres have been conveyed to individual homebuyers.

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

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

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

(g) No model homes shall be utilized by Owner for sales purposes unless and until a permit for occupancy as a model shall have been issued by the Village. Provided, should any such model home be sold for occupancy as a residence, Owner shall apply for and obtain a permanent certificate of occupancy prior to closing of the sale,

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

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

(j) In addition to natural plantings around the detention/retention areas in the subdivision described in Par. 6 above, there will be natural areas of passive open space as designated on the **Exhibit "C."** Owner shall include in any deed of conveyance to each individual lot Owner a written provision specifically indicating to all purchasers of a lot i) that such lot Owner and his/her successors shall not be permitted either to appropriate for his/her own use, or to improve, any such area(s); ii) that such lot Owner and his/her successors shall not mow or clear any such area(s); and iii) that neither the Village nor the Homeowners Association shall mow any such area(s), but instead said areas shall be maintained in a natural state. This Paragraph 13(j) shall constitute a covenant running with the land and in the event that said statement is not specifically included in any deed, nonetheless this Par. 13(j) shall constitute legal notice of such restrictions to the purchasers of any lot, and his/her successors.

(k) The Village agrees that it will not halt work in or refuse to issue any building permit for a Dwelling Unit in any one phase or unit of the Northerly Acres because of a default o by the developer and/or builder on another phase or unit of the Northerly Acres.

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

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

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

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

15. Building Permits.

(a) Owner may submit applications for building permits prior to the approval of a final plat for the Northerly Acres or a portion thereof; provided, however, that no construction shall commence except on a lot created pursuant to an approved and recorded final plat of subdivision

and accessible via a road improved with at least a binder course. However, the Owner shall be permitted to commence the construction of model homes pursuant to the terms contained in this Third Amended Agreement.

(b) Owner shall have the right to submit master building blueprints or plans for the various types of designs of Dwelling Units to be constructed on the Northerly Acres. Following the approval of any master building blueprints or buildings plans, no further submission or approval of building blueprints or plans will be required for the issuance of a building permit for the construction of any building pursuant to such approved master building blueprint or building plan; provided, however, that applications with plans conforming to the master building blueprints thereon shall be submitted as part of each request for a building permit. The Village will use its best efforts to review and approve the master building blueprints within fifteen (15) days, or within such other time as may be agreed between the Parties. If the Village does not approve the master building blueprints or plans it shall, with specificity, give Owner notice of the elements of said blueprints or plans which do not conform to applicable Village codes and ordinance.

16. Signage.

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

- (i) There may be one sign advertising the Northerly Acres for sale, which may be erected upon execution by the parties of this Third Amended and Restated Development Agreement, subject to the other requirements of this sub-paragraph, including the size restriction otherwise set forth in sub-paragraph (ii) below.
- (ii) Subsequently there shall be not more than four (4) double-faced signs, advertising Owner's future development of the Northerly Acres. Such signs shall not exceed 72 square feet per face. Two of the signs shall be located on the north side of IL 72, and two on the south side.
- (iii) All signs shall be located adjacent to and outside the right-of-way of State Route 72 and none shall be located within the right-of-way of any dedicated street.
- (iv) Illumination shall be directed onto each respective sign, and shall not spill over beyond the sign face.
- (v) Such signs may be erected by Owner on the Northerly Acres promptly after approval of a final plat of subdivision for all or any part of the Northerly Acres.
- (vi) Such signs shall be subject to approval by building permit, including the location of any such sign(s); such approval and/or permitting shall not

unreasonably be withheld.

- (vii) All of such signs shall be maintained in good and presentable condition at all times, and the signs for any residential portion of the Northerly Acres shall be promptly removed as a condition of issuance of the last remaining building permit for any Dwelling Unit in the development.

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

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

(d) Nothing in this Paragraph shall limit Owner's right to install other signs on the Northerly Acres that are otherwise permitted by Village ordinance.

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

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

17. Occupancy Certificates.

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

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

(c) Temporary certificates of occupancy for Dwelling Units shall be issued by the Village when weather conditions have not permitted the related improvements, such as landscaping, foundation plantings, driveways, public sidewalks, private walkways, topsoil re-spread, sod, parkway trees and seeding to be completely finished, provided that such Dwelling Units and related structures, and such commercial uses, respectively, are in a substantially completed condition and are fit for habitation. As a condition of issuance of such temporary certificate of occupancy, Owner shall deposit with the Village Clerk a sum sufficient to secure completion of the related improvements in accordance with the schedule of deposits attached hereto and incorporated herein as **Exhibit "M"** for each Dwelling Unit for which a temporary certificate of occupancy is requested. Said deposit shall secure construction / installation of such improvements adjacent to the applicable lot and any other work to be performed on the lot. Not later than fourteen (14) days after satisfactory completion of such improvements as to any lot or lots, the Village shall return the deposit to the person who made the deposit.

(d) Street signs, traffic control signs and streetlights shall be installed and fully operational throughout a phase of the development on the Northerly Acres by each respective Owner, prior to the issuance of any certificate of occupancy in such phase.

18. Village Codes and Ordinances. Except as specifically modified in or varied by the Preliminary Development Plan or pursuant to this Third Amended Agreement and/or the exhibits attached hereto, the Northerly Acres shall be developed in compliance with all ordinances, codes and regulations of the Village then in effect and in effect from time to time thereafter. Provided, however, that the application of any such ordinance, regulation or code adopted after Village approval of this Third Amended Agreement shall not:

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

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

19. Defense. The Village and Owner agree to cooperate with each other in the defense of any lawsuits or claims brought against Owner and/or the Village by any person or persons in regard to any of the following matters relating to the Northerly Acres or any portion thereof: i) the Original

Development Agreement, ARDA-2, or this Third Amended Agreement; ii) the annexation of the Northerly Acres to the Village; iii) the zoning or subdivision of the Northerly Acres; iv) Special Service Area #13 or Special Service Area #23; v) any suit for condemnation for all or any portion of the Northerly Acres (brought by any other governmental body). Each Party shall be responsible for its own legal fees and costs in defending against any such claims, and each Party shall be responsible only for any settlement or judgment agreed by or imposed upon such Party.

20. Reimbursement of Village Expenses and Consultant Fees. Owner shall reimburse the Village for any and all costs incurred by the Village for the services of any expert or consultant deemed in the sole discretion of the Village to be necessary or advisable following the Effective Date of this Third Amended Agreement for review of all or any part of the design, plans, agreements, or any other element or feature of the development, in accordance with the applicable provisions of the Village Code. Such costs shall be billed by the Village and payable by Owner in accordance with the then-applicable provisions of the Village Code. The obligation of Owner shall include depositing such sum with the Village Clerk as is required by written Village policy in effect at the time of approval of this Third Amended Agreement. In the event of a dispute over the reasonableness of any such costs, the dispute shall be submitted by the Parties to arbitration. The decision of the arbitrator shall be binding.

21. Term of Third Amended Agreement. This Third Amended Agreement shall remain in full force and effect until the earlier of (the "Term"):

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

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

22. Amendments. The Village and Owner may, by mutual consent, agree in writing to amend the terms and provisions of this Third Amended Agreement. However, only the written approval of the legal title holder of an interest in the property subject to the amendment (the legal title holder of the property subject to the amendment) shall be required to effect such amendment. No purported oral amendment to the Third Amended Agreement shall be binding or enforceable.

23. Notices.

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

To the Village:

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

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

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

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

Notices shall be deemed received, in the case of hand delivery, when actually delivered; in the case of certified mail, five (5) days after deposit with the U.S. Postal Service; and in the case of overnight courier, the day following the deposit with the courier.

24. Mutual Assistance.

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

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

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

25. Remedies.

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

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

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

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

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

(f) Except in cases of emergency where immediate danger to health or life exists and/or work fails to meet the requirements of or exceeds the scope of the permits issued, the Village shall not issue any stop orders directing work stoppage on buildings or improvements on the Northerly Acres or any part thereof. Any stop order shall set forth in detail the reasons for such stop order and shall cite the provisions of law on which the Village is issuing the stop order. Upon correction of the defect(s) and a request to the Building Inspector for a re-inspection, the Village shall re-inspect within one (1) business day and if the defect(s) is cured, the Village shall withdraw the stop order. In the event a "Fail Notice/Partial Stop" is issued by the Village Building Inspector, the other trades shall be permitted to continue work. Upon correction of the defects and the request

to the Building Inspector for a re-inspection, the Village shall re-inspect within one (1) business day, and if the defect is cured the Village shall withdraw the Fail Notice/Partial Stop. In the event of multiple Owners of the Northerly Acres, the stop work order shall only be directed only to the Owner responsible for the violation and to the unit or the development where the violation exists. A stop work order on any one or more Dwelling Units on the Northerly Acres shall not be the basis for a stop work order on another Dwelling Unit.

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

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

with the right to enforce such provisions and exercise all remedies available to them in the event of a breach of any of such provisions, the same as if they were a party to this Third Amended Agreement.

26. Successors and Assigns.

(a) This Third Amended Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns, including, without limitation, successor purchasers, grantees, and transferees of the Northerly Acres and successor corporate authorities of the Village. To this end, this Third Amended Agreement shall run with the land.

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

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

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

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

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

31. **Integration.** This Third Amended Agreement constitutes the entire understanding of the Parties relative to the zoning, subdivision and development of the Northerly Acres. All prior discussions, understandings and agreements pertaining such rezoning, subdivision and development are expressly merged into and superseded by this Third Amended Agreement. This Third Amended Agreement supersedes the Original Development Agreement and ARDA-2, respectively, in its entirety.

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

33. Voiding of Agreement. This Agreement shall be void and of no further force and effect, without any action or notice by any of the Parties, if the closing of the Contract has not been concluded as of the close of business on December 31, 2021.

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

[SIGNATURES ON FOLLOWING PAGES]

VILLAGE OF HAMPSHIRE

By: _____
Michael J. Reid, Jr.
Village President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

HAMPSHIRE PROPERTY, LLC

By: _____
Anthony R. Pasquinelli
Its: Manager

By: _____
Diane G. Hill
Its: Manager

By: _____
Karen Cohen
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

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

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

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

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

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

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

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

Notary Public

LIST OF EXHIBITS

- A Legal Description of the Northerly Acres property
- B -- Intentionally omitted
- C Preliminary Plat of Subdivision for Tuscany Woods, Unit 2
- D -- Intentionally omitted
- E Schedule of Transition Fee / Impact Fees / Connection Fees
- F Voucher form -- Sanitary Sewer fees
- G Map Identifying NW Quadrant per Par. 5(a)
- H Voucher form -- Water System fees
- I Voucher form -- Public Use fees
- J Voucher form -- Park fees
- K Specifications -- Construction of Streets / Roadways
- L Grading / Site Development (Earthwork Requirements)
- M Schedule of Deposits -- Temporary Occupancy

EXHIBIT A

Legal Description
(Northerly Acres)

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT A

EXHIBIT "A"

Legal Description
(Northerly Acres)

That part of the South Half of the Southwest Quarter of Section 23, part of the Southwest Quarter of the Southeast Quarter of Section 23, part of the Northwest Quarter of Section 26, and part of the West Half of the Northeast Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, in the Village of Hampshire, Kane County, Illinois, described as follows:

Commencing at the Southwest Corner of said Northwest Quarter of Section 26; thence North 00 Degrees 00 Minutes 48 Seconds West along the West Line of said Northwest Quarter of Section 26 a distance of 1,313.02 feet to the Place of Beginning; thence North 00 Degrees 00 Minutes 48 Seconds West along the West Line of said Northwest Quarter of Section 26 a distance of 1,326.74 feet to the Northwest Corner of the Northwest Quarter of said Section 26; thence North 00 Degrees 00 Minutes 55 Seconds East along the West Line of said Southwest Quarter of Section 23 a distance of 1,184.86 feet to the South Line of that property conveyed according to Document Number 91K29093; thence South 89 Degrees 56 Minutes 57 Seconds East along said South Line a distance of 1,916.87 feet to the Southeast Corner of said property conveyed by said Document Number 91K29093; thence North 00 Degrees 03 Minutes 03 Seconds East along the East Line of said property according to said Document Number 91K29093 a distance of 50.00 feet to the Southerly Line of the Right of Way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence South 89 Degrees 56 Minutes 57 Seconds East along said South Right of Way Line a distance of 724.05 feet To a point of curvature; thence Easterly along said Southerly Right of Way Line, Being along the Arc of a curve concave to the Southwest, having a radius of 5,751.33 feet, having a chord bearing of South 84 Degrees 40 Minutes 00 Seconds East, a distance of 1,060.49 feet; thence South 04 Degrees 05 Minutes 00 Seconds West 249.51 feet to the Northerly Line of that property conveyed according to Document Number 2005K117262; thence Westerly and Southerly along the Northern and Western Boundary of said property conveyed by said Document Number 2005K117262 the following sixteen Courses: 1) South 89 Degrees 43 Minutes 26 Seconds West 7.62 feet to a point of curvature; thence 2) Westerly along the arc of a curve concave to the Northeast, having a radius of 883.00 feet, having a chord bearing of North 86 Degrees 47 Minutes 21 Seconds West, a distance of 107.48 feet; thence 3) South 04 Degrees 05 Minutes 00 Seconds West 120.22 feet; thence 4) North 89 Degrees 23 Minutes 22 Seconds West 95.00 feet; thence 5) South 82 Degrees 47 Minutes 44 Seconds West 95.00 feet; thence 6) South 78 Degrees 22 Minutes 13 Seconds West 12.59 feet; thence 7) South 77 Degrees 51 Minutes 11 Seconds West 87.12 feet; thence 8) North 12 Degrees 08 Minutes 49 Seconds West 120.00 feet; thence 9) South 77 Degrees 51 Minutes 11 Seconds West 139.00 feet; thence 10) South 12 Degrees 08 Minutes 49 Seconds East 125.00 feet; thence 11) South 77 Degrees 51 Minutes 11 Seconds West 510.00 feet; thence 12) South 12 Degrees 08 Minutes 49 Seconds East 795.59 feet to a point of curvature; thence 13) Southeasterly along the arc of a curve concave to the Northeast, having a radius of 417.00 feet, having a chord bearing of South 32 Degrees 17 Minutes 33 Seconds East, a distance of 293.24 feet to a point of reverse curvature; thence 15) Southeasterly Along the arc of a curve concave to the Southwest, having a radius of 283.00 feet, having a chord bearing of South 34 Degrees 54 Minutes 28 Seconds East, a distance of 173.17 feet to a point of

Tuscany Woods Unit 2
Northerly Acres

tangency; thence 16) South 17 Degrees 22 Minutes 40 Seconds East 8.60 feet to the Northerly Line of Tuscany Woods Unit 1, being a subdivision of part of said Section 26, according to the plat thereof recorded December 27, 2006, as Document Number 2006K139816; thence Southwesterly and Westerly along the northern boundary of said Tuscany Woods Unit 1 the following eleven courses: 1) Southwesterly along the arc of a curve concave to the Southeast, having a radius of 465.00 feet, having a chord bearing of South 38 Degrees 14 Minutes 41 Seconds West, a distance of 624.06 feet to a point of tangency; thence 2) South 00 Degrees 12 Minutes 09 Seconds East 141.57 feet; thence 3) South 89 Degrees 47 Minutes 51 Seconds West 554.51 feet to a point of curvature; thence 4) Northwesterly along the arc of a curve concave to the Northeast, having a radius of 310.00 feet, having a chord bearing of North 66 Degrees 33 Minutes 51 Seconds West, a distance of 255.79 feet to a point of tangency; thence 5) North 42 Degrees 55 Minutes 33 Seconds West 237.98 feet to a point of curvature; thence 6) Northwesterly along the arc of a curve concave to the Southwest having a radius of 390.00 feet, having a chord bearing of South 66 Degrees 33 Minutes 51 Seconds West, a distance of 321.80 feet to a point of tangency; thence 7) South 89 Degrees 47 Minutes 51 Seconds West 263.57 feet to a point of curvature; thence 8) Northwesterly along the arc of a curve concave to the Southeast, having a radius of 590.00 feet, having a chord bearing of South 64 Degrees 01 Minute 34 Seconds West, a distance of 530.76 feet to a point of tangency; thence 9) South 38 Degrees 15 Minutes 18 Seconds West 309.48 feet to a point of curvature; thence 10) Southwesterly along the arc of a curve concave to the Northwest, having a radius of 260.00 feet, having a chord bearing of South 64 Degrees 00 Minutes 14 Seconds West, a distance of 233.69 feet to a point of tangency; thence 11) South 89 Degrees 45 Minutes 10 Seconds West 246.72 feet to the Place of Beginning; in the Village of Hampshire, Kane County, Illinois.

PINs:

Common Address: Vacant land, Hampshire, IL.

EXHIBIT C

Preliminary Development Plan

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT C

LOT SIZE DISTRIBUTION SUMMARY

SINGLE FAMILY LOTS

	No.	%
8,400-8,999 S.F.	38	11.7%
9,000-9,999 S.F.	48	14.7%
10,000-10,999 S.F.	59	18.1%
11,000-11,999 S.F.	28	8.6%
12,000-12,999 S.F.	55	16.9%
13,000-13,999 S.F.	28	8.6%
14,000-14,999 S.F.	19	5.8%
15,000-15,999 S.F.	14	4.3%
16,000-16,999 S.F.	17	5.2%
17,000 S.F. & LARGER	20	6.1%
TOTAL:	326	

DUPLEX LOTS

	No.	%
8,000-8,999 S.F.	15	68.2%
9,000-9,999 S.F.	5	22.8%
10,000-10,999 S.F.	1	4.5%
11,000-11,999 S.F.	1	4.5%
TOTAL:	22	

PHASE II SITE INFORMATION

PREVIOUSLY APPROVED PLAN:
 20,000 S.F. LOTS -
 12,000 S.F. LOTS -
 SINGLE FAMILY SUB-TOTAL -

56 LOTS
 207 LOTS
 263 LOTS

DUPLEX LOTS -

18 LOTS

PROPOSED PLAN

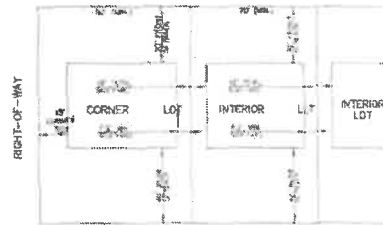
SINGLE FAMILY LOTS (8,400 S.F. MIN. LOT SIZE) - 326 LOTS (+63 LOTS)
 DUPLEX LOTS (8,000 S.F. MIN. LOT SIZE) - 22 LOTS (+4 LOTS)
 AVERAGE SINGLE FAMILY LOT SIZE - 12,278 S.F.
 AVERAGE DUPLEX LOT SIZE - 9,189 S.F.
 TOWNHOMES -
 TOTAL RESIDENTIAL 76 DWELLING UNITS
 COMMERCIAL SITE - 8.81 AC 446 DWELLING UNITS

NOTES:

- ALL ROAD R.O.W. LOCATIONS AND BOUNDRY LINES OF ALL OPEN SPACE PARCELS & OUTLOTS HAVE BEEN HELD AND ARE CONSISTENT WITH THE PREVIOUS PHASE II PLANS.
- LOT DIMENSIONS AND AREAS SUBJECT TO MODIFICATION AT TIME OF FINAL SUBDIVISION PLAT PREPARATION.

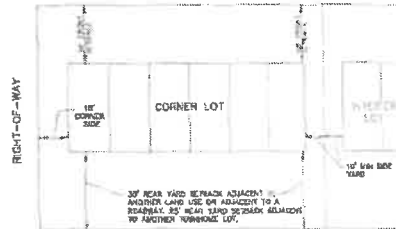
TYPICAL LOT DETAIL

SINGLE FAMILY
 RIGHT-OF-WAY



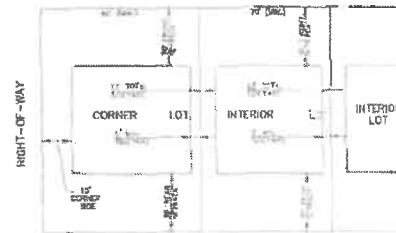
TYPICAL LOT DETAIL

TOWNHOME
 RIGHT-OF-WAY

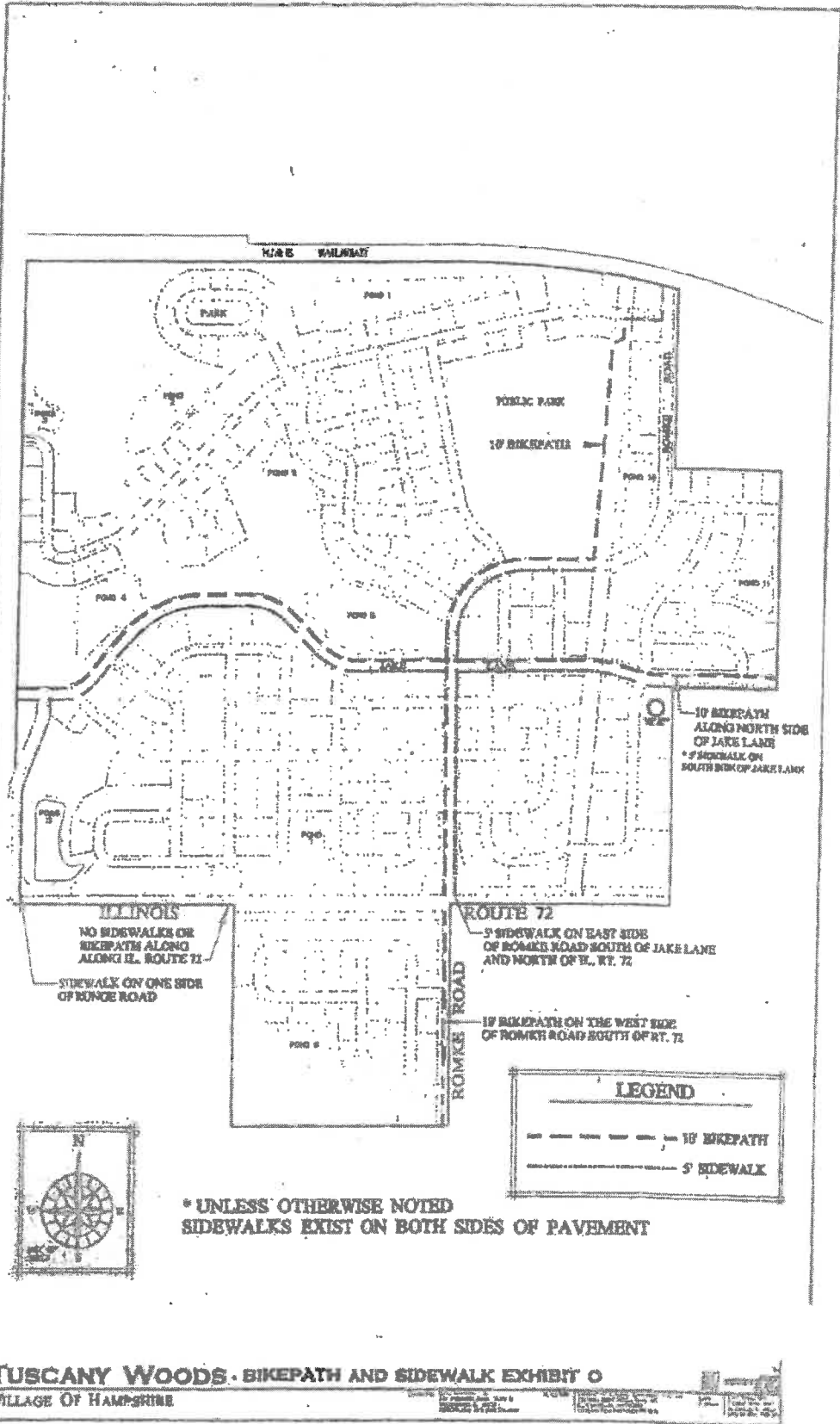


DUPLEX

(8,000 S.F. MIN. LOT SIZE)
 RIGHT-OF-WAY



TUSCANY WOODS PHASE II
 HANFORD, ILLINOIS
 PRELIMINARY DEVELOPMENT PLAN
 Engineering, LLC
 2 of 2



TUSCANY WOODS - BIKEPATH AND SIDEWALK EXHIBIT O
 VILLAGE OF HAMPSHIRE

CONSULT THE TOWN ENGINEER FOR THE LATEST VERSION OF THIS EXHIBIT. THE TOWN ENGINEER'S OFFICE IS LOCATED AT 100 SOUTH MAIN STREET, HAMPSHIRE, VERMONT 05761.

EXHIBIT E

Schedule of Impact Fees, Transition Fees and Connection Fees

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT E

Village of Hampshire
Tuscany Woods Unit #2
ARDA-3 for Northerly / Southerly Acres

Exhibit E

HAMPSHIRE Summary / Fees									2019
	School	Park	Village / Public	Fire	Library	Transport	Cemetery	Early Warning	Totals
Transition	\$ 3,571.82	\$ 324.72	\$ 769.84	\$ 729.62	\$ 110.40				\$ 5,506.40
2 BR SFR	\$ 700.68	\$ 2,622.10	\$ 1,048.84	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 6,879.62
3 BR SFR	\$ 2,851.69	\$ 3,768.70	\$ 1,507.48	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 10,593.87
4 BR SFR	\$ 4,865.95	\$ 4,893.20	\$ 1,957.28	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 14,182.43
5 BR SFR	\$ 3,772.34	\$ 4,901.00	\$ 1,960.00	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 13,099.34
1 BR TH	\$ -	\$ 1,550.90	\$ 620.36	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 4,637.26
2 BR TH	\$ 670.18	\$ 2,587.00	\$ 1,034.80	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 6,757.98
3 BR TH	\$ 1,260.74	\$ 3,109.60	\$ 1,243.84	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 8,080.18
Studio	\$ -	\$ 1,682.20	\$ 672.88	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 4,821.08
1 BR Apt	\$ 9.69	\$ 2,285.40	\$ 914.16	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 5,675.25
2 BR Apt	\$ 689.95	\$ 2,488.20	\$ 995.28	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 6,639.43
3 BR Apt	\$ 1,867.21	\$ 3,968.90	\$ 1,587.56	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 9,889.67
Duplex	Same as TH - based on # of BR's								

	Water Connection	Sewer Connection						Totals Connection
2 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	\$ 11,465.00
3 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	\$ 11,465.00
4 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	\$ 11,465.00
5 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	\$ 11,465.00
1 BR TH	\$ 2,400.00	\$ 2,685.00	---	---	---	---	---	\$ 5,085.00
2 BR TH	\$ 4,600.00	\$ 5,370.00	---	---	---	---	---	\$ 9,970.00
3 BR TH	\$ 4,600.00	\$ 5,370.00	---	---	---	---	---	\$ 9,970.00
Studio	Per Commerical Building Schedule of Connection Fees - see below							
1 BR Apt	"							
2 BR Apt	"							
3 BR Apt	"							
Duplex	Same as TH - based on # of BR's		---	---	---	---	---	

This fee table is generally applicable throughout the Village. The Transition Fees as shown are current as of September 2019, per Res.No. 18-18, adopted 9-6-18; the Transition Fees are subject to adjustment in January of each year thereafter.

Credits are due for Water Connection Fees, Sewer Connection Fees and Public Use Fees, per the Third Amended and Re-Stated Development Agreement. The credits will be applied to dwelling units and/or commercial uses to be developed on the Northerly Acres and/or the Southerly Acres on a first come-first served basis. After exhaustion of the credits, the Water Connection Fees, Sewer Connection Fees, and Public Use Fees will be due and payable in full at the time of each subsequent application for building permit.

Any school donations shall be due in cash, not in land.

Park Impact Fees have been satisfied by donation of the park site (now, Tuscany Woods Park). In addition, Owner of the Northerly Acres has also donated a sum equal to \$1,000 for the first 299 Dwelling Units to be constructed on the Northerly Acres, and will be obligated to donate \$1,000 per Dwelling Unit for all dwelling units to be constructed in excess of 299. The donation is due at the time of application for building permit for each such Dwelling Unit. See Paragraph 10 of the Third Amended and Restated Development Agreement for the Northerly Acres.

Water Connection Fees and Sewer Connection Fees are governed by Section 8-1-3 of the Village Code.

A copy of the pertinent portions of Section 8-1-3 are attached below and incorporated into this Exhibit E.

Village of Hampshire
Tuscany Woods, Unit #2
ARDA-3 for Northerly Acres

Attachment to Exhibit E

Hampshire Municipal Code
§ 8-1-3 Water and Sewer Connections
C. Connection Fees

1. Water Connection Fees: * * *

b. Office, Commercial and Industrial Uses: A unit for purposes of this section shall be defined as a separate office, commercial or industrial use which is separated physically or financially as a separate fee ownership, or rental, by the landlord or owner of the respective property, and the connection fee for water service shall be charged as follows:

1 inch meter	\$1,200.00
1 ½ inch meter	\$1,500.00
2 inch meter	\$2,500.00
3 inch meter	\$3,750.00
4 inch meter	\$5,600.00
5 inch meter	\$6,250.00
6 inch meter	\$7,500.00

Provided, where any office, commercial or industrial building is constructed with only one connection, without separate connections to each unit therein which is otherwise separated physically or financially as a separate ownership or rental by the owner of the property, the connection fee to be charged will be calculated as set out in this sub-section based on the size of the water meter(s) for the building.

Provided further, for any water meter greater than 6" in size, for each increment of 1" or any part thereof a sum equal to \$1,250.00 shall be added to the fee prescribed herein for a 6" meter.

2. Sewer Connection Fees: * * *

b. Office, Commercial and Industrial Uses: A unit for purposes of this section shall be defined as a separate office, commercial or industrial use which is separated physically or financially as a separate fee ownership, or rental, by the landlord or owner of the respective property, and the connection fee for sanitary sewer service shall be charged as follows:

1 inch meter	\$3,000.00
1 ½ inch meter	\$5,000.00
2 inch meter	\$7,000.00
3 inch meter	\$10,500.00
4 inch meter	\$14,000.00
5 inch meter	\$17,500.00
6 inch meter	\$21,000.00

**Village of Hampshire
Tuscany Woods, Unit #2
ARDA-3 for Northerly Acres**

Provided, where any office, commercial or industrial building is constructed with only one connection, without separate connections to each unit therein which is otherwise separated physically or financially as a separate ownership or rental by the owner of the property, the connection fee to be charged will be calculated as set out in this sub-section based on the size of the water meter(s) for the building.

Provided further, for any water meter greater than 6" in size, for each increment of 1" or any part thereof a sum equal to \$3,500 shall be added to fee prescribed herein for a 6" meter.

3. Definition: For purposes of this section, a "dwelling unit" shall be defined as set forth in the village zoning regulations in section 6-2-2 of this Code.

4. Connection Fees: All connection fees shall be paid upon submitting application for a building permit, unless otherwise provided in any agreement between the owner and the village. (Ord. 07-55, 11-15-2007; amd. Ord. 21-17, 5-20-2021; Ord. 21-20, 6-3-2021)

EXHIBIT F

Voucher Form for Sanitary Sewer Connection Fee

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT F

**CREDIT VOUCHER
 SANITARY SEWER CONNECTION FEE
 (Tuscany Woods #2)**

VOUCHER NO. _____

LOT NUMBER _____

ADDRESS : _____

TYPE OF UNIT: ___ Single family ___ Duplex ___ Townhouse ___ Commercial

	xxx	xxx	___ Studio
___	1BR	___ 1BR	___ 1BR
___	2BR	___ 2BR	___ 2BR
___	3BR	___ 3BR	___ 3BR
___	4BR	___ 4BR	___ 4BR
___	5BR	___ 5BR	___ 5BR

INITIAL AMOUNT OF SANITARY SEWER CONNECTION FEE CREDITS \$ 1,525,300.00

CREDITS APPLIED TO DATE: \$ _____
 (To Be Supplied by Owner and confirmed by Village)

VALUE OF THIS CREDIT: \$ _____
 (Per Agreement / Exhibit E)

REMAINING CREDITS: \$ _____
 (To Be Supplied by Owner and confirmed by Village)

DATE: _____, 20__

The Undersigned A) Has been authorized by the Owner to execute this Voucher and authorize the application of the amount of the credits set forth herein.
 B) Hereby certifies that the information set forth above is accurate to the best of the undersigned's knowledge.

By: _____
 Name
 Authorized Signatory

* * * * *

RECEIVED AT VILLAGE: Date: _____, 20__

By: _____



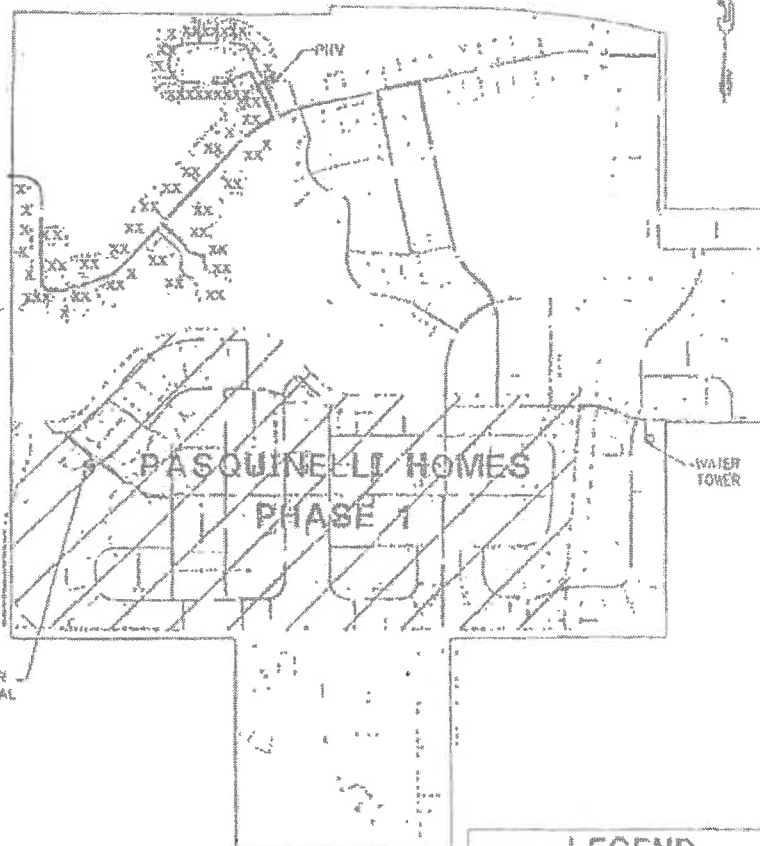
EXHIBIT G

**Northwest Quadrant
(Northerly Acres)**

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT G

WATER MAIN EXHIBIT



PRV & BOOSTER PUMP FOR INITIAL 175 D.U. ONLY

Owner shall include in the first performance security to be posted with the Village for work in conjunction with the development of the area depicted with "XX"s on Exhibit "G" the estimated cost of transportation and installation of said Pressure Reducing Valve, as certified by the Village Engineer.

LEGEND

- WATER MAIN
- - - - - ONSITE PHASE I & II WATER MAIN

Scale: 1" = 40' (1:40) (1/4" = 10') (1/8" = 5')

COWHEY GUDMUNDSON LEDER, LTD.
 300 PARK BOULEVARD 70 EAST LAKE STREET
 TRUCKEE, ILLINOIS 60189 CHICAGO, ILLINOIS 60611
 (630) 750-8525 (312) 382-5545
 CONSULTING ENGINEERS & LAND SURVEYORS
 NATURAL RESOURCES

TUSCANY WOODS
 EXHIBIT H
 HAMPSHIRE, ILLINOIS

FIGURE NO. _____
 PROJECT NO. 3324.00
 DATE 01/30/05
 SCALE NONE
 DRAWN BY HAO
 CHECKED BY DAT

© COPYRIGHT 2005

EXHIBIT

G

EXHIBIT H

Voucher Form for Water Connection Fee

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT H

**CREDIT VOUCHER
WATER CONNECTION FEE
(Tuscany Woods #2)**

VOUCHER NO. _____

LOT NUMBER _____

ADDRESS: _____

TYPE OF UNIT: Single family Duplex Townhouse Commercial

<input type="checkbox"/> xxx	<input type="checkbox"/> xxx	<input type="checkbox"/> Studio
<input type="checkbox"/> 1BR	<input type="checkbox"/> 1BR	<input type="checkbox"/> 1BR
<input type="checkbox"/> 2BR	<input type="checkbox"/> 2BR	<input type="checkbox"/> 2BR
<input type="checkbox"/> 3BR	<input type="checkbox"/> 3BR	<input type="checkbox"/> 3BR
<input type="checkbox"/> 4BR	<input type="checkbox"/> 4BR	<input type="checkbox"/> 4BR
<input type="checkbox"/> 5BR	<input type="checkbox"/> 5BR	<input type="checkbox"/> 5BR

INITIAL AMOUNT OF WATER CONNECTION FEE CREDITS \$ 1,178,498.00

CREDITS APPLIED TO DATE: \$ _____
(To Be Supplied by Owner and confirmed by Village)

VALUE OF THIS CREDIT: \$ _____
(from Agreement / Exhibit E)

REMAINING CREDITS: \$ _____
(To Be Supplied by Owner and confirmed by Village)

DATE: _____, 20__

The Undersigned A) Has been authorized by the Owner to execute this Voucher and authorize the application of the amount of the credits set forth herein.
B) Hereby certifies that the information set forth above is accurate to the best of the undersigned's knowledge.

By: _____
Name
Authorized Signatory

* * * * *

RECEIVED AT VILLAGE: Date: _____, 20__

By: _____



EXHIBIT I

Voucher Form for Public Use Impact Fee

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT I

EXHIBIT J

Voucher Form for Park Donations

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT J

EXHIBIT K

Specifications for Construction of Roadways

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT K

CONSULTING ENGINEER
 CIVIL ENGINEER
 1000 N. W. 10th St.
 Ft. Lauderdale, Florida 33304
 (305) 555-1111

CONSTRUCTION BY
 NMI MARSHFIELD, LLC
 635 PALMFIELD ROAD - SUITE 100
 PALM BEACH, FL 33480

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	08/11/11
2	REVISED PER COMMENTS	08/11/11
3	REVISED PER COMMENTS	08/11/11
4	REVISED PER COMMENTS	08/11/11
5	REVISED PER COMMENTS	08/11/11
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99	REVISED PER COMMENTS	08/11/11
100	REVISED PER COMMENTS	08/11/11

TYPICAL ROAD CROSS-SECTIONS
 TIDEWATER MOORS

DATE: 08/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]

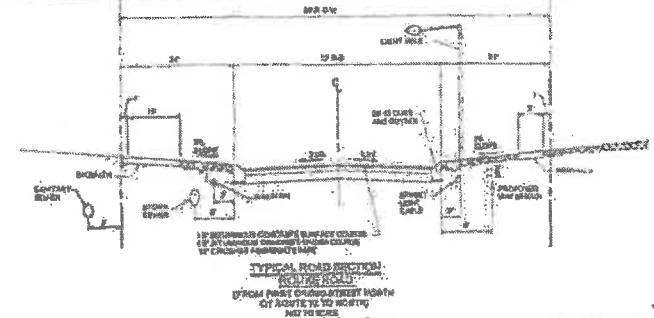
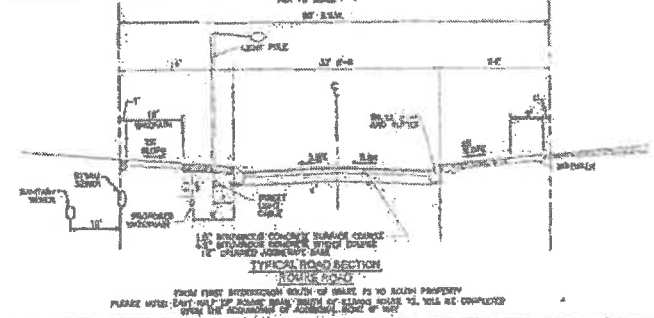
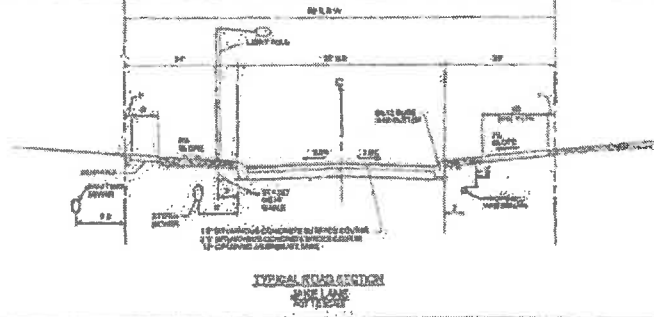
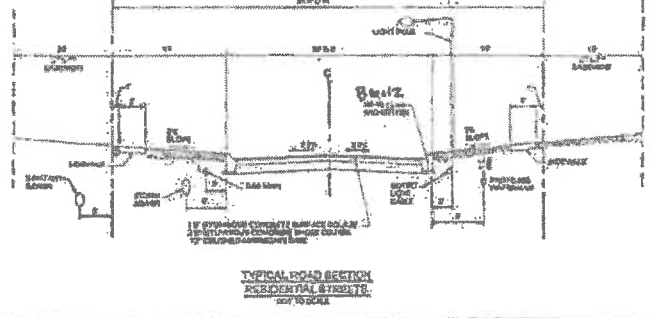
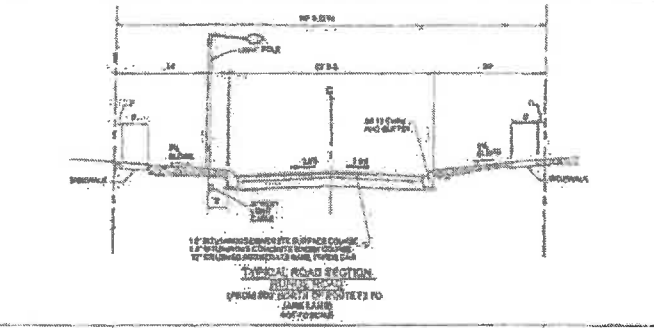
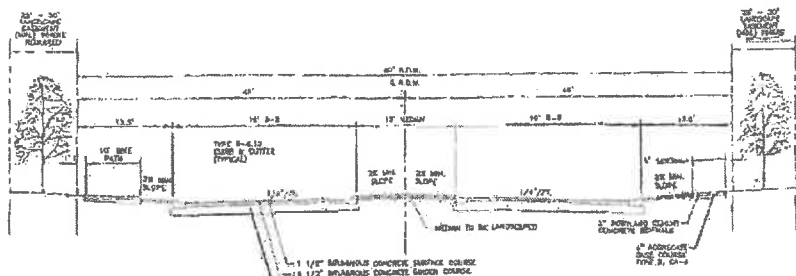
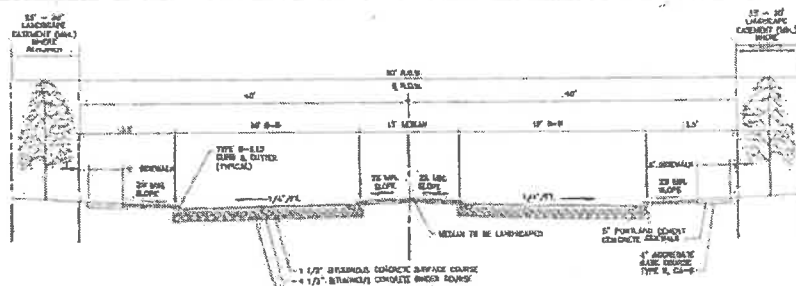


EXHIBIT
 K



TYPICAL STREET AND R.O.W. SECTION
 ROUTE ROAD NORTH OF ROUTE 72 TO FIRST CROSS STREET AND
 FIRST 500' OF ROUTE ROAD SOUTH OF ROUTE 72
 PLEASE NOTE EAST HALF OF ROUTE ROAD SOUTH OF ALIGNED ROUTE 72 WILL BE COMPLETED
 UPON THE ACQUISITION OF ADDITIONAL RIGHT OF WAY



TYPICAL STREET AND R.O.W. SECTION
 RUDGE ROAD FROM R.T.C. 73 TO 500' NORTH OF R.T.C. 72

EXT. M

CHRISTOPHER D. BURKE ENGINEER AND ARCHITECT, LTD. 111 West Lake Street, Suite 201 Mt. Prospect, Illinois 60056 Phone: 630-434-1700	HPI HAMPSHIRE, LLC 833 BAINBRIDGE ROAD - SUITE 6 WILLOUGHBOURNE, IL 60097	<table border="1"> <tr><td>DATE</td><td>08/11/11</td></tr> <tr><td>BY</td><td>CD</td></tr> <tr><td>CHECKED</td><td>CD</td></tr> <tr><td>SCALE</td><td>AS SHOWN</td></tr> <tr><td>PROJECT</td><td>ROUTE 72</td></tr> <tr><td>SHEET NO.</td><td>202</td></tr> <tr><td>TOTAL SHEETS</td><td>202</td></tr> </table>	DATE	08/11/11	BY	CD	CHECKED	CD	SCALE	AS SHOWN	PROJECT	ROUTE 72	SHEET NO.	202	TOTAL SHEETS	202	TYPICAL ROAD CROSS-SECTIONS TUSCANY WOODS
DATE	08/11/11																
BY	CD																
CHECKED	CD																
SCALE	AS SHOWN																
PROJECT	ROUTE 72																
SHEET NO.	202																
TOTAL SHEETS	202																

146

EXHIBIT L

Earthwork Requirements (for Grading Permit)

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT L

EXHIBIT L

**ITEMS REQUIRED PRIOR TO EARTHWORK
VILLAGE OF HAMPSHIRE**

1. Stormwater Management Report approved and permit issued by the Village.
2. Hampshire Site Development Permit Application completed and processed by Village.
3. Performance Guarantee on file with the Village.
4. Cash Deposit / Nuisance Abatement Guarantee on file with Village.
5. Insurance Certificates on file with Village naming the Village and EEI as additional insured.
6. If final plat not recorded, indemnification letter from Developer acknowledging that they are proceeding at their own risk.
7. Approved Grading and Soil Erosion Sedimentation Control Plans.
8. Existing floodplain and/or floodway areas must be clearly identified on site.
9. Existing wetland areas and required buffer zones must be clearly identified on-site.
10. Agency Approvals
 - Transportation Permits (for construction access only)
 - IDNR and IHPA environmental sign-offs
 - IEPA NOI
 - Army Corps
11. Pre-Construction Conference with Village.

M:\HAMP\Paquin\Infill\Agreement\Earthwork Requirements

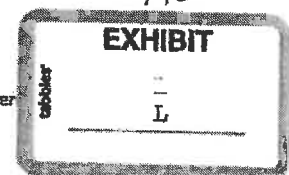


EXHIBIT M

Schedule of Deposits for Temporary Occupancy Permit

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT M

EXHIBIT M

**SCHEDULE FOR DEPOSIT WITH VILLAGE
TO SECURE COMPLETION OF RELATED IMPROVEMENTS UPON
APPLICATION FOR TEMPORARY CERTIFICATE OF OCCUPANCY**

<u>Description</u>	<u>Amount</u>
Public - Sidewalk	\$ 2,500
Public - Driveway Apron	\$ 1,500
Private Driveway	\$ 2,000
Private Walkways	\$ 1,000
Foundation Plantings	\$ 500
Parkway Trees	\$ 500
Topsoil Re-spread	\$ 1,000
Sod	\$ 1,500
<hr/> Total	<hr/> \$10,500

• For any townhouse building, the deposit for any and all applicable improvements required for the building shall be due with the application for temporary occupancy for the first unit to be occupied.

• The applicant for such temporary certificate of occupancy, and any transferee of the property in question, shall remain liable for timely construction or planting, as the case may be, of all improvements secured by the deposit.





To: Village of Hampshire

From: Engineering Enterprises, Inc.

Date: November 15, 2021

**Re: Lead Service Line Replacement (LSLR) Program – Lead Service Line (LSL) Inventory
Agenda Supplement**

EEI Job #: HA2114-V

Background

On August 27, 2021, Governor Pritzker signed the Lead Service Line Replacement and Notification Act. The Act becomes effective January 1, 2022. This Act has specific requirements and timelines for fully identifying all water service line materials in a communities' water system with the end goal of identifying all lead service lines (between the water main and water meter) and all galvanized service lines that are/were downstream of lead service line components. There are subsequent future requirements for the replacement of all lead services and galvanized services downstream of lead.

Proposed Lead Service Line Inventory

The attached Professional Services Agreement (PSA) project scope includes an efficient and effective methodology for the Village to identify lead/galvanized services in preparation for future replacement work.

The EEI team will work with the Village to develop a Lead Service Line Replacement (LSLR) Program – LSL Inventory. This will be accomplished through the following tasks:

- (1) Set Up Survey Monkey or ESRI/GIS Questionnaire For Resident Data Request
- (2) Assist With Postcard to Residents (Includes QR Code Directing Residents to Online Survey). *This step may require 3-4 rounds of postcards to elicit optimal response rate to the survey. After the first round, subsequent rounds of postcards may include a modified statement that the resident can contact Village personnel to perform the inspection. The goal is to have 80% of the residents complete the online survey prior to Village inspections.*
- (3) Setup and Manage Database for Accumulating the Survey Responses
- (4) Setup and Manage Surveys and Databases for Village Staff to Complete During Exterior & Interior Inspections

The project team will also provide status updates via email to Village Staff throughout the project – one status update per month for a maximum of four months. Four months is the estimated timeline for the project, but is



highly dependent of a number of variables, including Village resident response rate/speed, number of lead/galvanized services identified, as well as scheduling and timing of Village Staff exterior/interior home inspections. The total contract amount for the PSA is \$19,606.

**Agreement for Professional Services
Village of Hampshire, IL
LEAD SERVICE LINE REPLACEMENT (LSLR) PROGRAM – LSL
INVENTORY**

THIS AGREEMENT, by and between the Village of Hampshire, hereinafter referred to as the "Village" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment B. Services to be provided include engineering services for the Lead Service Line Replacement Program – Lead Service Line Inventory indicated on Attachment C.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the Village prior to termination.

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. The total contract amount is \$19,606.00 (Fixed Fee), including Subcontractor's expenses. The hourly rates for this project are shown in the attached 2020 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Attachment C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by Contractor without contractors' consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kane County, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the Village for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting

federal income taxes.) The Contractor certifies that he/she is a: United States Citizen
 Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The contractor agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimate of Level of Effort and Associated Cost

Attachment D: Anticipated Project Schedule
Attachment E: 2020 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given by mail, addressed to the parties as follows:

For the Village:

Village Manager
Village of Hampshire
P.O. Box 157, 234 S. State Street
Hampshire, IL 60140

For the Contractor:

Stephen T. Dennison
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ___ day of _____, 2021.

Village of Hampshire

Engineering Enterprises, Inc.:

Jay Hedges
Village Manager

Stephen T. Dennison, P.E.
Senior Project Manager / Principal

Linda Vasquez
Village Clerk

Brad P. Sanderson, P.E.
President

Attachment A:

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter “Agreement”), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER’S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor’s furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor’s failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER’S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER’S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER’S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective

officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other

party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

**ATTACHMENT B: SCOPE OF SERVICES
EXHIBIT 1**

SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES

For purposes of this Exhibit 1 and all attachments hereto, the term “contractor” shall not refer to Engineering Enterprises, Inc., but shall instead refer to individuals or companies contracted with, to construct or otherwise manage the project described herein. The ENGINEER shall furnish professional design engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.
2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section C hereof.
3. The contract documents furnished by the ENGINEER under Section A-2 shall utilize IEPA endorsed construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates.
4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties,

but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section C hereof.
7. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids (including review of analytical review of the bid prices, as well as Bidder's Qualifications and reference checks for the apparent low bidder), and make recommendations for awarding contracts for construction.
8. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Attachment D: Anticipated Project Schedule.

SECTION B – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for professional engineering services in the amount of Nineteen Thousand Eight Hundred Sixty-Eight Dollars – Fixed Fee (FF) (\$19,868.00 FF) as summarized on Attachment C: “Estimate of Level of Effort and Associated Cost for Professional Engineering Lead Service Line Replacement Program – LSL Inventory”.
 - (a) The compensation for the professional engineering services shall be payable as follows:
 - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section B-1 shall be paid in monthly increments for work actually completed and invoiced, for grant administration and for the preparation and submission to the OWNER of the construction drawings, specifications, cost estimates and contract documents.
 - (2) A sum which, together with the compensation paid pursuant to Section B-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section B-1 above, shall be due after receipt of the invoice in accordance with the Illinois Prompt Payment Act.
2. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted in the attachments at the actual cost or hourly cost for the work completed.
 - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
3. The compensation for any additional engineering services authorized by the OWNER pursuant to Section C shall be payable as follows:
 - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

SECTION C – ADDITIONAL ENGINEERING SERVICES

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

1. Site surveys outside of the project limits and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological soils hydraulic, or other studies recommended by the ENGINEER that are not already included in the scope.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for litigation, such as condemnation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental impact assessments or environmental impact statements.
8. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
9. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.
10. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.

11. Preparation of design documents for alternate bids where major changes require additional documents.
12. Preparation of detailed renderings, exhibits or scale models for the Project.
13. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis. Further information on the details of the operation and maintenance document will be provided in a separate Construction Engineering Agreement.
14. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, and/or (3) the contractor's default on the Construction Contract due to delinquency or insolvency.
16. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
17. Attachment B, Exhibit 2 includes further details of included and excluded work scope items.
18. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section D – SPECIAL PROVISIONS – Owner's Responsibilities.

Payment for the services specified in this Section D shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER in accordance with the Illinois Prompt Payment Act. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

SECTION D - SPECIAL PROVISIONS

1. OWNER'S RESPONSIBILITIES

- (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.
- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
- (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

- (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
- 2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
- 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
- 5. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.

ATTACHMENT B: SCOPE OF SERVICES

EXHIBIT 2

SUPPLEMENTAL DESCRIPTION OF SCOPE OF SERVICES

On August 27, 2021, Governor Pritzker signed the Lead Service Line Replacement and Notification Act. The Act becomes effective January 1, 2022. This Act has specific requirements and timelines for fully identifying all water service line materials in a communities' water system with the end goal of identifying all lead service lines (between the water main and water meter) and all galvanized service lines that are/were downstream of lead service line components. There are subsequent future requirements for the replacement of all lead services and galvanized services downstream of lead. This project scope includes an efficient and effective methodology for the Village to identify lead/galvanized services in preparation for future replacement work.

The team will work with the Village to develop a Lead Service Line Replacement (LSLR) Program – LSL Inventory. This will be accomplished through the following tasks:

- (1) Set Up Survey Questionnaire For Resident Data Request
- (2) Assist With Postcard to Residents (Includes QR Code Directing Residents to Online Survey)
- (3) Setup and Manage Database for Accumulating the Survey Responses
- (4) Setup and Manage Surveys and Databases for Village Staff to Complete During Exterior & Interior Inspections

The project team will also provide status updates via email to Village Staff throughout the project – one status update per month for a maximum of four months. Four months is the estimated timeline for the project, but is highly dependent of a number of variables, including Village resident response rate/speed, number of lead/galvanized services identified, as well as scheduling and timing of Village Staff exterior/interior home inspections.

Task 1. Set Up Survey Questionnaire For Resident Data Request

This task will include setting up the Questionnaire using the Survey Monkey website or ESRI (GIS) that will be utilized for the residents to enter feedback about their water services. The subscription/management of Survey Monkey/ESRI will be absorbed by EEI and will not be a separate expense to the Village. A template of the survey will be submitted to Village Staff for review/approval prior to its activation for use by residents. The survey will include detailed instructions to assist the resident, and will include an opportunity for the resident to take/upload photos of the water service, which will greatly assist the

confirmation/analysis component of the inventory process for the Village.

Task 2. Assist With Postcard to Residents (Includes QR Code Directing Residents to Online Survey)

EEI will assist the Village in creating verbiage for including on a postcard that will be sent to residents that are suspected of having lead or galvanized water services. A QR Code will be created by EEI for the Village to add to the postcards that will direct the residents to the Questionnaire. The Village will be responsible for preparing the database of recipient addresses, printing the postcards, and sending the postcards (including postage). This step may require 3-4 rounds of postcards to elicit optimal response rate to the survey. After the first round, subsequent rounds of postcards may include a modified statement that the resident can contact Village personnel to perform the inspection. The goal is to have 80% of the residents complete the online survey prior to Village inspections.

Task 3. Setup and Manage Database for Accumulating the Survey Responses

This task will include creation and management of a digital database for accumulating and organizing the survey responses. The data output from the survey responses will automatically be imported into the database that EEI will manage. Data will be continuously reviewed and organized to identify gaps and inconsistencies. Data will also be analyzed to identify the suspected lead and galvanized services and strategize regarding the next steps for Village Staff inspections (see Task 4).

Task 4. Setup and Manage Surveys and Databases for Village Staff to Complete During Exterior & Interior Inspections

After lead/galvanized services are identified in Tasks 1 – 3, Village Staff will be responsible for conducting follow up inspections to confirm the service material and pertinent details regarding the service that will impact the construction scope for replacements. To assist with this process, EEI will prepare Survey Monkey or ESRI/GIS surveys for Village Staff to utilize when conducting inspections both inside and outside the facility. The data from these surveys will be utilized in a future phase of the lead service line replacement process, namely the creation of a design Project Manual for bidding and construction of the lead/galvanized service replacements. The scope of this project does not include EEI staff performing field surveys.

The above scope summarizes the work items that will be completed for this contract. Additional work

items shall be considered outside the scope of the base contract and will be billed in accordance with the current Standard Schedule of Charges at the time the work occurs.

ATTACHMENT C
ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST
Lead Service Line Replacement (LSLR) Program - LSL Inventory
Village of Hampshire, Illinois

WORK ITEM NO.	WORK ITEM	ENTITY:		EEI					WORK ITEM HOUR SUMM.	TOTAL COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	PROJECT TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$209	\$203	\$172	\$145	\$133	\$70		
		RESOURCE:								
PROJECT ADMINISTRATION										
0.1	Project Management			2					2	\$ 406
0.2	Project Status Updates to Village Staff (1 Per Month for 4 Months)			2	2	4			8	\$ 1,330
Project Administration Subtotal:		0	4	2	4	0	0	10	\$ 1,736	
PRELIMINARY ENGINEERING										
1.1	Set Up Survey Monkey Questionnaire For Resident Data Request			1	4	16			21	\$ 3,211
1.2	Assist With Postcard to Residents (Includes QR Code Directing Residents to Online Survey)			1	2	4			7	\$ 1,127
1.3	Setup and Manage Database for Accumulating the Survey Responses			2	12	40			54	\$ 8,270
1.4	Setup and Manage Surveys and Databases for Village Staff to Complete During Exterior & Interior Inspections			2	8	24			34	\$ 5,262
Preliminary Engineering Subtotal:		0	6	26	84	0	0	116	\$ 17,870	
PROJECT TOTAL:		0	10	28	88	0	0	126	\$ 19,606	

Notes:

- See Exhibit A - Attachment A for Detailed Scope of Services and Exclusions
- Based on a maximum of 713 services (Current Sum of "Unknown", "Lead", and "Galvanized" Service Materials on IEPA LSL Database)

DIRECT EXPENSES	
Printing =	\$ -
DIRECT EXPENSES =	\$ -

LABOR EXPENSES	
Engineering Expenses (EEI) =	\$ 19,606
Drafting Expenses =	\$ -
Administrative Expenses =	\$ -
TOTAL LABOR EXPENSES =	\$ 19,606

TOTAL COSTS =	\$ 19,606
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Standard Schedule of Charges

January 1, 2020

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$214.00
Principal	E-3	\$209.00
Senior Project Manager	E-2	\$203.00
Project Manager	E-1	\$183.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$172.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$160.00
Project Engineer/Planner/Surveyor	P-4	\$145.00
Senior Engineer/Planner/Surveyor	P-3	\$133.00
Engineer/Planner/Surveyor	P-2	\$121.00
Associate Engineer/Planner/Surveyor	P-1	\$109.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$145.00
Project Technician	T-4	\$133.00
Senior Technician	T-3	\$121.00
Technician	T-2	\$109.00
Associate Technician	T-1	\$ 96.00
GIS Technician	G-1	\$ 90.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00



November 4, 2021

Mr. Dave Gauger, PE
Cemcon, Ltd.
2280 White Oak Circle, Suite 100
Aurora, IL 60502

**Re: *D300 Oakstead School Site - Final Plat Review
Village of Hampshire, Kane County, Illinois***

Mr. Gauger:

We are in receipt of the following items for the above referenced project:

- Final Plat of Subdivision for Oakstead Neighborhood Middle School, Engineering Plans dated October 12, 2021 prepared by Cemcon, Ltd.

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

Final Plat

1. The Plat of Subdivision creates the lot for the school, the Village ROW, and drainage and utility easements for stormwater and Village improvements. The school district has previously provided a bond for the public improvements which have been largely constructed.
2. We support approval of the Final Plat of subdivision with the following conditions:
 - A 10 foot Village Utility Easement needs to be added adjacent to the ROW along Magnussen Way.
 - A 10 foot Public Utility Easement should be added at the southwest corner of Ridgecrest and Big Timber to connect the easements along Big Timber Road and Ridgecrest Drive

Mr. Dave Gauger
November 4, 2021
Page 2

The Plat should be revised and resubmitted for final approval. If you have any questions or require additional information, please call our office.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.



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

TNP/me

pc: Jay Hedges, Village Manager (Via e-mail)
Josh Wray, Assistant to the Village Manager (Via e-mail)
Linda Vasquez, Village Clerk (Via e-mail)
Lori Lyons, Finance Director (Via e-mail)
Mark Schuster, Village Attorney (Via e-mail)
Susan Harkin, CUSD 300 (Via e-mail)
Dan Olsem, Crown Community Development (Via e-mail)
BPS, EEI (Via e-mail)

November 8, 2021

Mr. Bryan Mroch
Planning and Zoning Commission,
Village of Hampshire
234 South State Street
Hampshire, IL. 60140



Re: Final Plat of Subdivision for Oakstead -- area of new CUSD-300 school site.

At the Planning and Zoning Commission's regularly scheduled meeting on April 26th, 2021, the following matters was submitted to the Plan Commission for its consideration:

1. *Review and recommendation of Final Plat of Subdivision for Oakstead -- area of new CUSD-300 school site*

The Planning and Zoning Commission determined, by unanimous vote on this agenda item, to recommend approval of: Final Plat of Subdivision for Oakstead -- area of new CUSD-300 school site

Respectfully submitted,

Bryan Mroch
Chairman
Hampshire Planning and Zoning Commission
May 27, 2021.



Commissioners' comment and discussion as follows:

Mr. Paulson (of EEI) provided further information indicating CUSD 300 had presented their engineering plans earlier in spring 2021. These plans were approved as part of Crown's preliminary development plans for the Oakstead Subdivision.

He explained that at that time, the remaining outstanding item required of CUSD 300 was to provide a final plat for the school., as well as rights-of-way for utilities. A 60-foot right-of-way with 10-foot utility easement on the north side of Magnussen Way was requested and has been added to the revised plat and received by the village. Additional easements were established to Kane County on Big Timber and Ridgecrest Roads.

Mr. Hoffman inquired as to the planned beginning of construction. Mr. Paulson responded that construction has already been completed on the public improvements: water, sewer, retention basin, Ridgecrest Rd (south of Big Timber), Magnussen Way and that the school building is currently being worked on.

No. 21 -

**A RESOLUTION
APPROVING A FINAL DEVELOPMENT PLAN AND PLAT OF SUBDIVISION
FOR THE OAKSTEAD NEIGHBORHOOD MIDDLE SCHOOL AREA OF THE
OAKSTEAD DEVELOPMENT IN THE VILLAGE
(Hampshire West LLC -- Oakstead Development)**

WHEREAS, the Village has previously approved an Amended Preliminary Development Plan for the Oakstead Development in the Village, by Resolution No. 21-04, enacted on March 18, 2021; and

WHEREAS, the Owner has submitted a Final Development Plan and a Plat of Subdivision for a portion of the Oakstead Development, designated as "Final Plat of Subdivision for the Oakstead Neighborhood Middle School," prepared by Cemcon, Ltd. and dated "revised 11-04-21"; and

WHEREAS, the Village Planning & Zoning Commission reviewed said Final Plan and Plat of Subdivision, and found it to be in substantial compliance with the Amended Preliminary Development Plan for the Oakstead Development; and, has recommended approval of the Amended Preliminary Development Plan for the Oakstead Development; and

WHEREAS, the Corporate Authorities have reviewed the Final Plan and Plat of Subdivision for the Oakstead Neighborhood Middle School, together with the comments of the Village Engineer, and the recommendation of the Planning & Zoning Commission, Commission, and have determined that the Final Development Plan and the Plat of Subdivision are in substantial conformity with the Amended Preliminary Development Plan previously approved, and that the amendment presents a good and acceptable plan for development of the property in question, and ought to be approved.

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

Section 1. The Final Plan and Plat of Subdivision for the Oakstead Neighborhood Middle School, prepared by Cemcon, Ltd. and dated "revised 11-04-21" shall be and hereby is approved, and the Village President and Village Clerk are hereby authorized to execute same on behalf of the Village.

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

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

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

ADOPTED THIS ____ DAY OF _____, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS ____ DAY OF _____, 2021.

Michael J. Reid, Jr.
Village President

ATTEST:

Linda Vasquez
Village Clerk

OWNER CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT PINGREE, LLC IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND DOES HEREBY GRANT, CONVEY AND DEDICATE SAID PROPERTY FOR PUBLIC ROADWAY PURPOSES

DATED AT NAPERVILLE, ILLINOIS, THIS ___ DAY OF _____ 2021.

BY: _____

ATTEST: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)

I, _____ A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT, _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ___ DAY OF _____ 2021.

NOTARY PUBLIC

EASEMENT PARCEL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13 AS PER MONUMENT RECORD 2002K037384; THENCE SOUTH 89 DEGREES 30 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 596.33 FEET (SAID SOUTH LINE ESTABLISHED BETWEEN MONUMENT RECORDS 2002K037384 AND 1571693) TO A LINE DRAWN 596.32 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTH 00 DEGREES 07 MINUTES 04 SECONDS WEST, 1,388.35 FEET TO A SOUTHERLY LINE OF BIG TIMBER ROAD, COUNTY HIGHWAY 21, AS DEDICATED PER DOCUMENT 2008K016302; (THE FOLLOWING TWO COURSES ARE ALONG SAID SOUTHERLY LINE); 1) THENCE SOUTH 00 DEGREES 07 MINUTES 04 SECONDS WEST, 6.91 FEET; 2) THENCE EASTERLY, 174.74 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2540.00 FEET AND A CHORD BEARING SOUTH 58 DEGREES 25 MINUTES 20 SECONDS EAST, 218.45 FEET; THENCE WESTERLY, 523.08 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2540.00 FEET AND A CHORD BEARING NORTH 66 DEGREES 48 MINUTES 01 SECOND WEST, 223.14 FEET TO THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 02 MINUTES 35 SECONDS EAST, 12.00 FEET; 3) THENCE SOUTH 72 DEGREES 41 MINUTES 59 SECONDS WEST, 223.14 FEET TO THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 02 MINUTES 35 SECONDS EAST, 12.00 FEET; 4) THENCE SOUTH 17 DEGREES 18 MINUTES 00 SECONDS WEST, 12.00 FEET; 5) THENCE SOUTH 72 DEGREES 41 MINUTES 59 SECONDS EAST, 129.62 FEET; 6) THENCE SOUTH 60 DEGREES 56 MINUTES 25 SECONDS EAST, 177.72 FEET; 7) THENCE SOUTH 60 DEGREES 56 MINUTES 25 SECONDS EAST, 177.72 FEET; 8) THENCE SOUTHEASTERLY, 104.37 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2546.00 FEET AND A CHORD BEARING SOUTH 61 DEGREES 38 MINUTES 40 SECONDS EAST TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

DEDICATION PROVISIONS

THE DEDICATION IS HEREBY GRANTED AND CONVEYED TO THE COUNTY OF KANE FOR THE USE OF THE COUNTY OF KANE TO THE EXCLUSION OF ALL OTHERS EXCEPT AS OTHERWISE SET FORTH HEREIN FOR HIGHWAY AMONG OTHER PURPOSES WHICH DEDICATION INCLUDES, BUT IS NOT NECESSARILY LIMITED TO, THE RIGHT TO USE THE DEDICATION PREMISES FOR ANY PRESENT OR FUTURE HIGHWAY PURPOSE OR ANY PURPOSE ASSOCIATED WITH AND APPURTENANT TO A HIGHWAY. HIGHWAY PURPOSE AS USED HEREIN INCLUDES BUT IS NOT NECESSARILY LIMITED TO DESIGN, CONSTRUCTION, OPERATION, INSTALLATION, ALTERATION, REPAIR, REPLACEMENT, RENEWAL, IMPROVEMENT, REMOVAL, WIDENING, MAINTENANCE, RECONSTRUCTION, REPAVING ANY FACILITY, STRUCTURE OR FEATURE IN ANY WAY ASSOCIATED WITH OR APPURTENANT TO A HIGHWAY WHICH INCLUDES WITHOUT LIMITATION PUBLIC PEDESTRIAN AND/OR BICYCLE FACILITIES.

SAID DEDICATION FURTHER INCLUDES THE EXCLUSIVE RIGHT OF THE COUNTY OF KANE TO THE EXCLUSION OF ALL OTHERS, WITH THE EXCEPTION OF THE PUBLIC UTILITY EASEMENT, TO PERMIT PUBLIC UTILITIES SUCH AS NICOR, COMMONWEALTH EDISON, COMCAST, AT&T, AND OTHERS PURSUANT TO ANY CONDITIONS THAT MAY BE REQUIRED BY THE COUNTY OF KANE TO USE, OPERATE, INSTALL, MAINTAIN, ALTER, REPAIR, REPLACE, RENEW, IMPROVE, AND REMOVE ANY FACILITIES AND/OR STRUCTURES, ABOVE OR BELOW GROUND FOR THE PURPOSE OF PRIVATE OR PUBLIC UTILITY SERVICE INCLUDING THE TRANSMISSION OF GAS, WATER, ELECTRIC, LIQUID, DATA, VIDEO OR DIGITAL OR ANY FUTURE COMMODITY BY MEANS OF LINES, WIRES, FIBER OPTIC LINES, PIPES, CONDUITS AND POLES INCLUDING ANY OTHER PRESENT FUTURE MEANS OF TRANSMISSION BY ANY OTHER STRUCTURE OR FACILITY ASSOCIATED WITH OR APPURTENANT THERETO.

UTILITY EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE COUNTY OF KANE (HEREINAFTER "THE GRANTEE"), AND TO ALL PUBLIC UTILITY AND OTHER COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE GRANTING THEM RIGHTS FROM THE GRANTEE, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING COMPANIES: SBC AMERITECH ILLINOIS, COMMONWEALTH EDISON COMPANY (COMED), NORTHERN ILLINOIS GAS COMPANY (NICOR), CABLE COMMUNICATION COMPANIES AND MUNICIPAL WATER AND SANITARY FACILITIES, AND TO THE SUCCESSORS AND ASSIGNS IN, UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "UTILITY EASEMENT" ON THIS PLAT, OR WHERE OTHERWISE NOTED IN THE ABOVE LEGEND FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING AND MAINTAINING ELECTRICAL, CABLE TELEVISION, COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES AND APPURTENANCES, AND SUCH OTHER INSTALLATIONS AND SERVICE CONNECTIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICES TO ADJACENT AREAS, AND SUCH APPURTENANCES AND ADDITIONS THERETO AS THE GRANTEE MAY DEEM NECESSARY, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREON FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OR ALL OF THE ABOVE WORK. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT THE PREMISES MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES AND RIGHTS. FENCES SHALL NOT BE ERRECTED UPON SAID EASEMENTS IN ANY WAY WHICH WILL RESTRICT THE USES HEREIN GRANTED EXCEPT WHERE SPECIFICALLY PERMITTED BY WRITTEN AUTHORITY FROM THE GRANTEE. THE RIGHT IS ALSO HEREBY GRANTED TO THE GRANTEE TO CUT DOWN, TRIM OR REMOVE ANY TREES, FENCES, SHRUBS OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SAID UTILITY INSTALLATION IN, ON, UPON, ACROSS, UNDER OR THROUGH SAID EASEMENTS. THE GRANTEE SHALL NOT BE RESPONSIBLE FOR REPLACEMENT OF ANY SUCH IMPROVEMENTS, FENCES, GARDENS, SHRUBS OR LANDSCAPING REMOVED DURING EXERCISE OF THE HEREIN GIVEN RIGHTS. REPLACEMENT OF ITEMS SO REMOVED SHALL BE THE RESPONSIBILITY OF THE THEN PROPERTY OWNER.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, PETER A. BLAESER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072, HAVE PLATTED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT AND EASEMENT GRANT WAS PREPARED FOR THE PURPOSE OF DEDICATION TO THE COUNTY OF KANE,

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS,

THIS 26TH DAY OF OCTOBER, 2021.

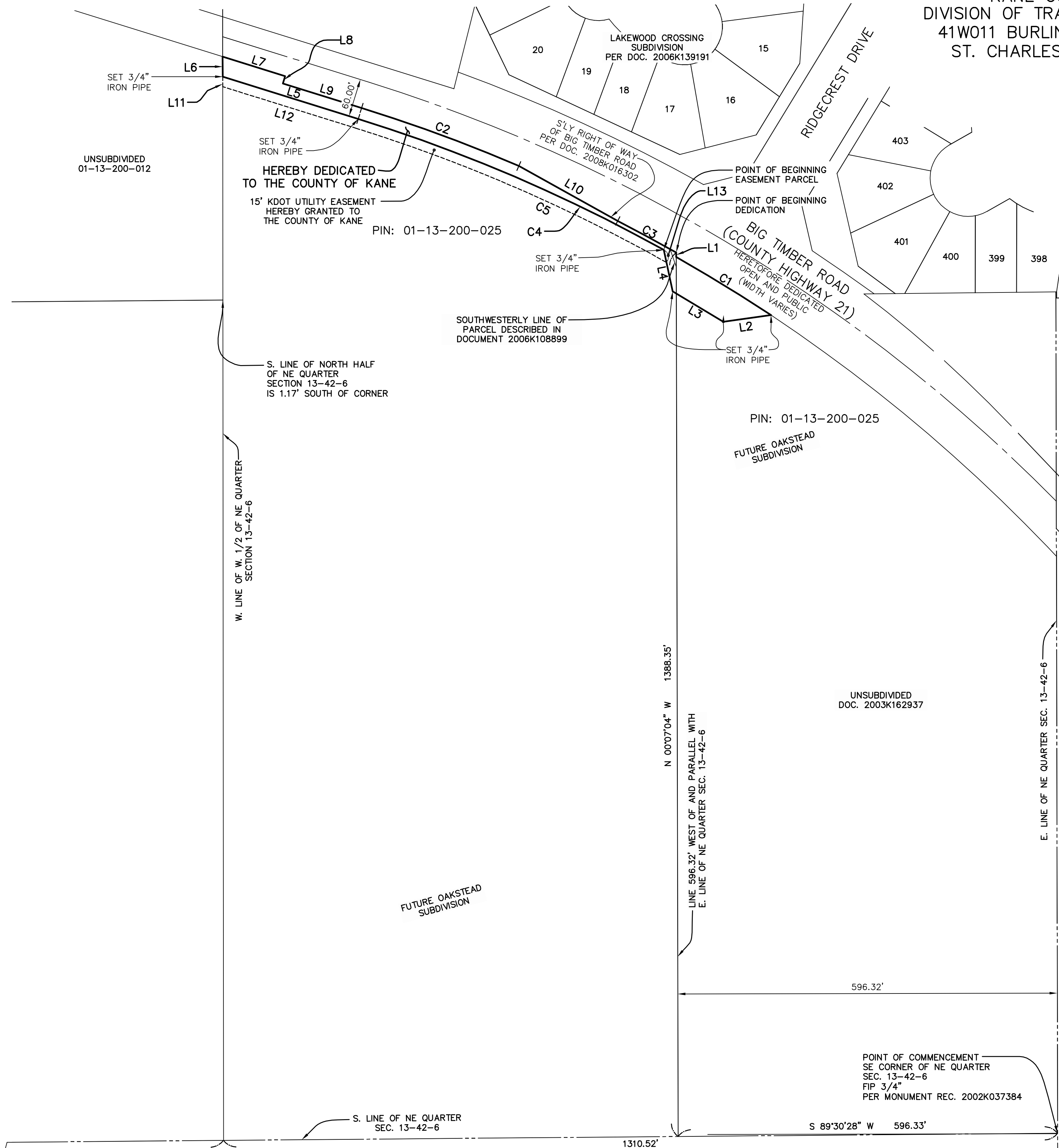
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2022
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937
EXPIRATION DATE IS APRIL 30, 2023

2625.87'

KANE COUNTY DIVISION OF TRANSPORTATION

PLAT OF DEDICATION & GRANT OF EASEMENT

THAT PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13 AS PER MONUMENT RECORD 2002K037384; THENCE SOUTH 89 DEGREES 30 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 596.33 FEET (SAID SOUTH LINE ESTABLISHED BETWEEN MONUMENT RECORDS 2002K037384 AND 1571693) TO A LINE DRAWN 596.32 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTH 00 DEGREES 07 MINUTES 04 SECONDS WEST, 1,388.35 FEET TO A SOUTHERLY LINE OF BIG TIMBER ROAD, COUNTY HIGHWAY 21, AS DEDICATED PER DOCUMENT 2008K016302 FOR THE POINT OF BEGINNING; (THE FOLLOWING TWO COURSES ARE ALONG SAID SOUTHERLY LINE); 1) THENCE SOUTH 00 DEGREES 07 MINUTES 04 SECONDS EAST, 6.91 FEET; 2) THENCE EASTERLY, 174.74 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2540.00 FEET AND A CHORD BEARING SOUTH 58 DEGREES 25 MINUTES 20 SECONDS EAST, 218.45 FEET; THENCE WESTERLY, 523.08 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2540.00 FEET AND A CHORD BEARING NORTH 66 DEGREES 48 MINUTES 01 SECOND WEST, 223.14 FEET TO THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 02 MINUTES 35 SECONDS EAST, 12.00 FEET; 3) THENCE SOUTH 72 DEGREES 41 MINUTES 59 SECONDS WEST, 223.14 FEET TO THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 02 MINUTES 35 SECONDS EAST, 12.00 FEET; 4) THENCE SOUTH 17 DEGREES 18 MINUTES 00 SECONDS WEST, 12.00 FEET; 5) THENCE SOUTH 72 DEGREES 41 MINUTES 59 SECONDS EAST, 129.62 FEET; 6) THENCE SOUTH 60 DEGREES 56 MINUTES 25 SECONDS EAST, 177.72 FEET; 7) THENCE SOUTH 60 DEGREES 56 MINUTES 25 SECONDS EAST, 177.72 FEET; 8) THENCE SOUTHEASTERLY, 104.37 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2546.00 FEET AND A CHORD BEARING SOUTH 61 DEGREES 38 MINUTES 40 SECONDS EAST TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.



PREPARED FOR:
KANE COUNTY
DIVISION OF TRANSPORTATION
41W011 BURLINGTON ROAD
ST. CHARLES, IL 60175

THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF RECORDING BY:
(PRINT NAME)
(ADDRESS)
(CITY/TOWN) (STATE) (ZIP CODE)
PARCEL INDEX NUMBERS
PART OF 01-13-200-025
KANE COUNTY

LEGEND

- PROPOSED DEDICATION LINE/ LIMITS OF PROPOSED DEDICATION (Heavy Lines)
- ADJACENT PROPERTY LINE (Light Solid Line)
- CENTERLINE (Single Dashed Lines)
- QUARTER SECTION LINE (Double Dashed Lines)
- SECTION LINE (Triple Dashed Lines)
- PROPOSED UTILITY EASEMENT LINE/ LIMITS OF PROPOSED UTILITY EASEMENT (Short Dashed Lines)

Table with columns: LINE, BEARING, LENGTH. Lists lines L1 through L13 with their respective bearings and lengths.

Table with columns: CURVE, RADIUS, LENGTH, BEARING. Lists curves C1 through C5 with their respective radii, lengths, and bearings.

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

I, _____ COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, NO UNPAID FORFEITED TAXES, NO UNPAID CURRENT GENERAL TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT GENEVA, ILLINOIS, THIS ___ DAY OF _____, A.D., 20__.

COUNTY CLERK

COUNTY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

APPROVED AND ACCEPTED THIS ___ DAY OF _____, A.D., 2021.

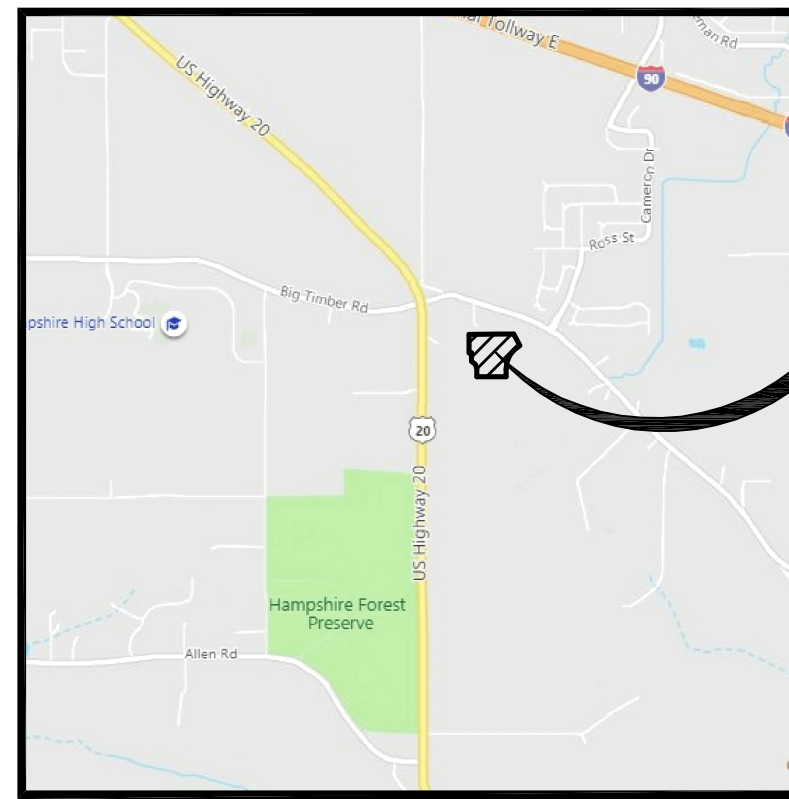
COUNTY ENGINEER

CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
www.cemcon.com
DISC NO.: 456267 FILE NAME: DEDICATION
DRAWN BY: AJB FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 04-02-21 JOB NO.: 456.267
PROJECT REFERENCE: 456.209
REVISED 09-24-21\AJB PER CLIENT REVIEW
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PLOT FILE CREATED: 10/26/2021 BY: TONY BLUIS

FINAL PLAT OF SUBDIVISION FOR OAKSTEAD NEIGHBORHOOD MIDDLE SCHOOL

BEING A PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 7
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.



VICINITY MAP

SITE
LOCATION

THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF RECORDING BY:

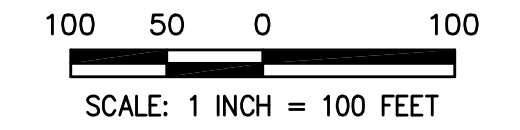
(PRINT NAME)

(ADDRESS)

(CITY/TOWN) (STATE) (ZIP CODE)

TOTAL AREA OF SUBDIVISION
17.034 ACRES
(MORE OR LESS)

PARCEL INDEX NUMBER
PART OF 01-13-200-025
PART OF 01-13-200-026
KANE COUNTY



LEGEND

- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
- LOT LINE/PROPERTY LINE (Solid Line)
- ADJACENT LOT LINE/PROPERTY LINE (Light Solid Line)
- BUILDING LINE (Long Dashed Lines)
- EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
- CENTERLINE (Single Dashed Lines)
- SET CONCRETE MONUMENT

NOTES

3/4 INCH IRON PIPE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED. ROADWAY MEDIAN OUTLOT BOUNDARIES WILL BE AT THE BACK OF CURB AS CONSTRUCTED.

ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.

DIMENSIONS ENCLOSED WITH () ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED. OTHERWISE NOTED.

ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.

V.U.E. — INDICATES VILLAGE UTILITY EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

D.E. — INDICATES DRAINAGE EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

P.U.E. — INDICATES PUBLIC UTILITY EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

B.L. — BUILDING SETBACK LINE

THE BEARINGS SHOWN ARE BASED UPON THE SOUTH LINE BEING N 89°58'06" W (ASSUMED).

GAP IN LOT NUMBERING DUE TO THE PREDEFINED LOT NUMBERING WITHIN THE ENTIRE OAKSTEAD DEVELOPMENT.

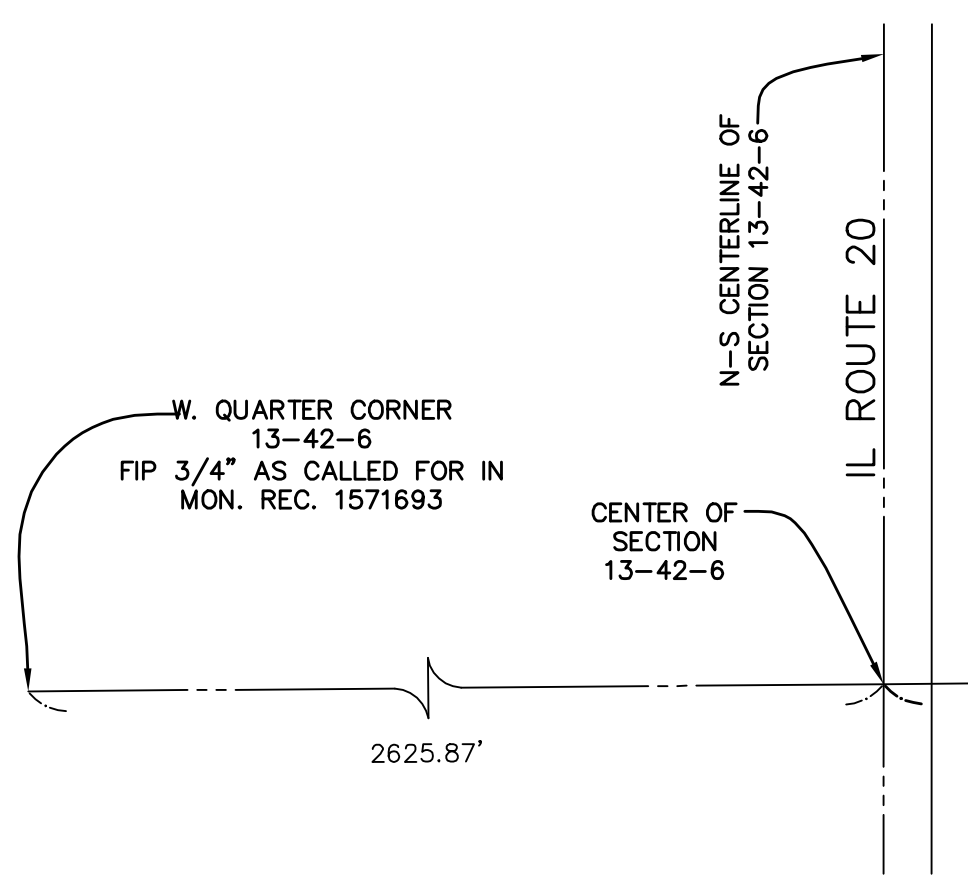
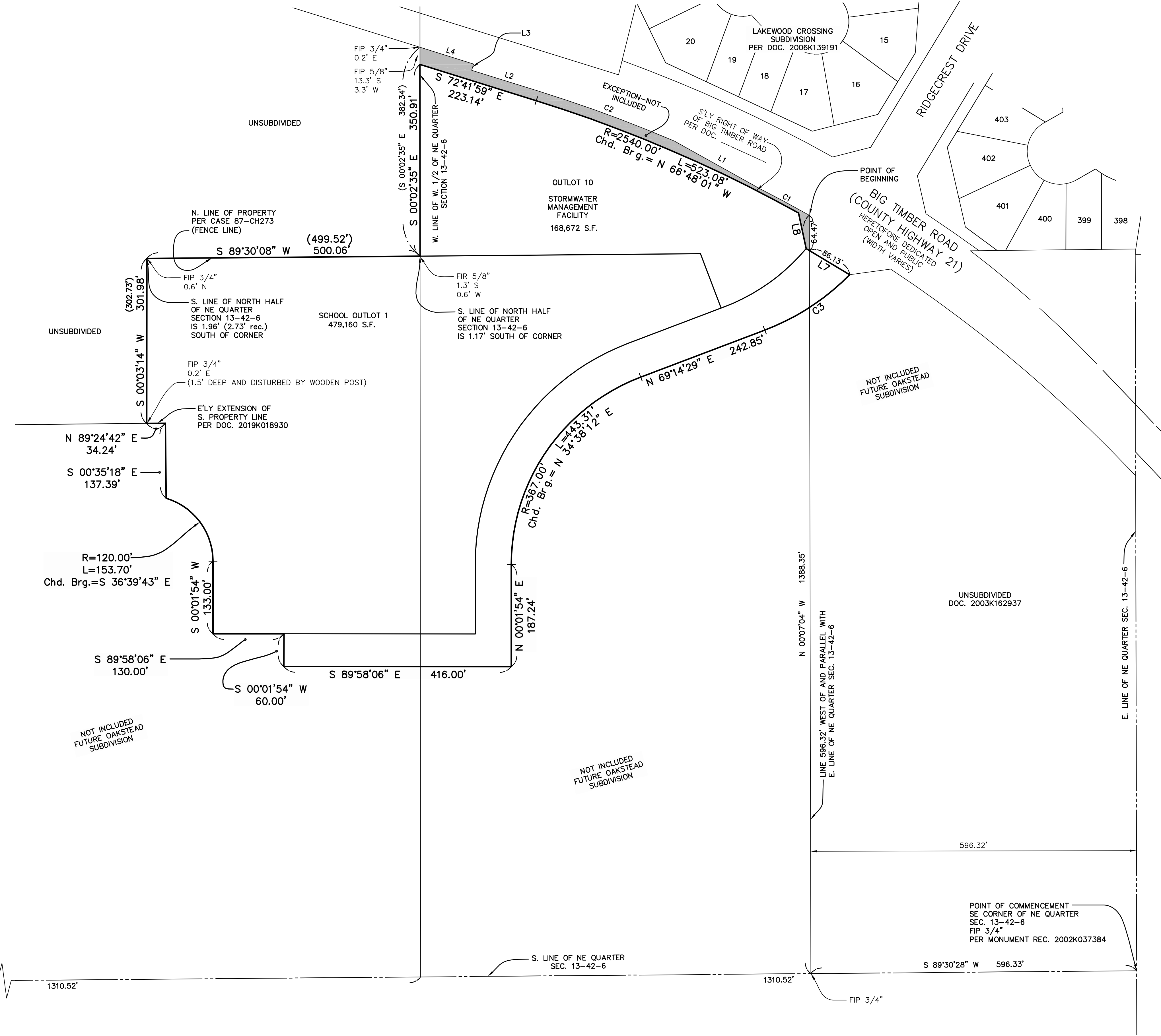
F.I.P. = FOUND IRON PIPE (# AS SHOWN)
F.I.R. = FOUND IRON ROD (# AS SHOWN)

THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO BIG TIMBER ROAD FROM OUTLOT 10.

OUTLOT 10 STORMWATER MANAGEMENT FACILITY IS CONSIDERED OPEN SPACE.

LINE	BEARING	LENGTH
L1	N 60°56'25" W	177.72'
L2	N 72°41'59" W	129.62'
L3	N 17°18'00" E	12.00'
L4	N 72°41'59" W	102.89'
L5	S 20°45'31" E	106.51'
L6	S 69°14'29" W	182.35'
L7	N 59°01'27" W	92.86'
L8	S 12°05'55" E	66.60'

CURVE	RADIUS	LENGTH	BEARING
C1	2546.00'	104.37'	N 61°38'40" W
C2	2558.00'	263.37'	N 69°45'01" W
C3	433.00'	186.91'	N 56°52'30" E

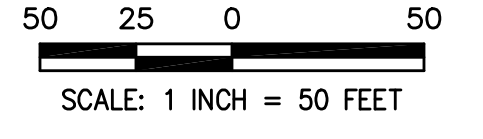


PREPARED FOR:
PINGREE, LLC
1751A DIEHL ROAD
NAPERVILLE, IL 60563
(630) 851-5490

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
www.cemcon.com

DISC NO.: 456267 FILE NAME: SUBPLAT-1
DRAWN BY: AJB FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 09-24-21 JOB NO.: 456.267
PROJECT REFERENCE: 456.209
REVISED 10-12-21\AJB PER EEI REVIEW
REVISED 10-27-21\AJB PER KDOT REVIEW COMMENTS DATED 10-26-21
REVISED 11-04-21\AJB PER EEI REVIEW LETTER DATED 11-04-21

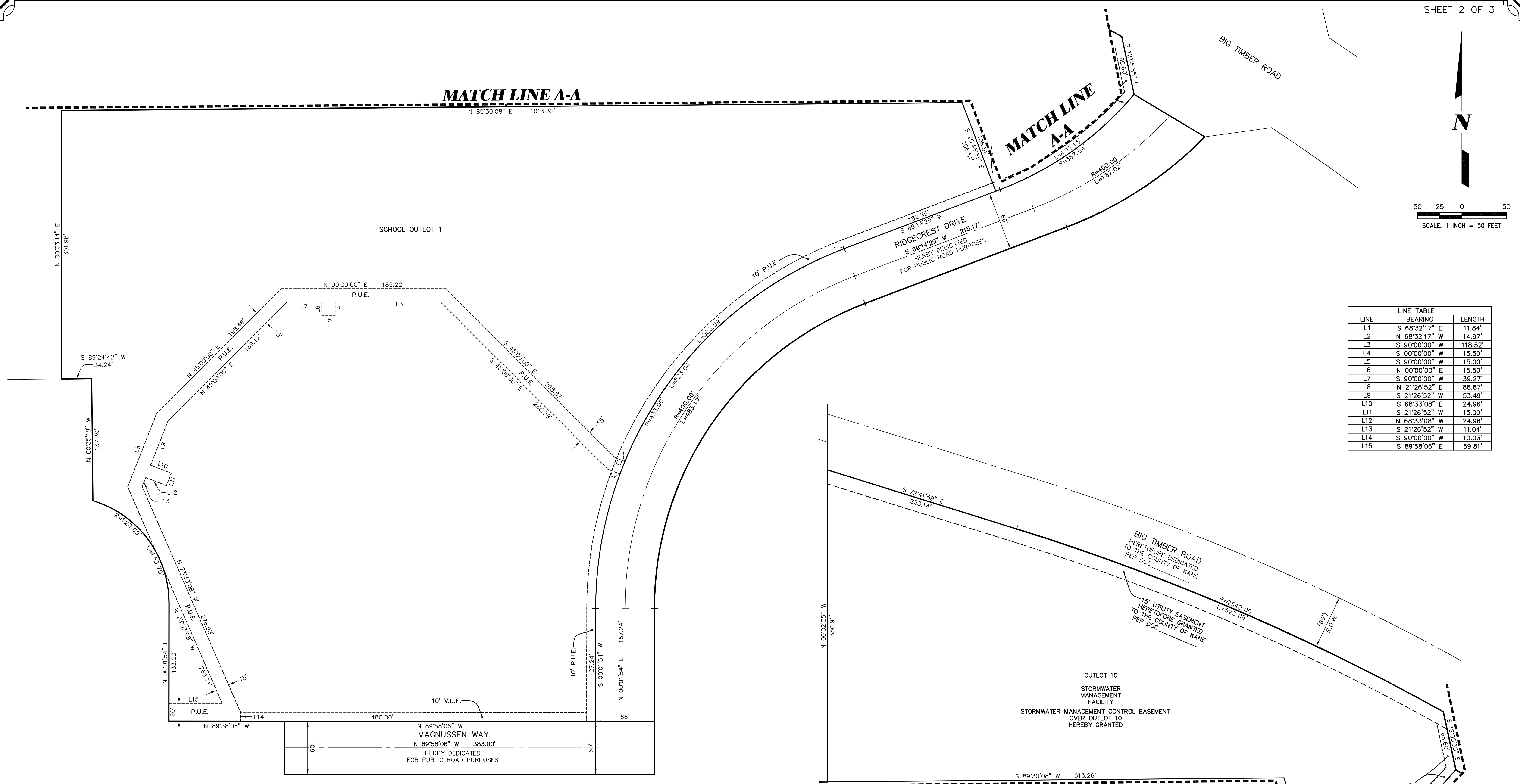
DRAWING PATH: P:\456267\DWG\SURVEY\DRAWINGS\PLATS\SUBPLAT-1.DWG
PLOT FILE CREATED: 11/4/2021 BY: TONY BLUIS



MATCH LINE A-A

MATCH LINE A-A

MATCH LINE A-A



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 68°32'17" E	11.84'
L2	N 68°32'17" W	14.97'
L3	S 90°00'00" W	118.52'
L4	S 00°00'00" W	15.50'
L5	S 90°00'00" W	15.00'
L6	N 00°00'00" E	15.50'
L7	S 90°00'00" W	39.27'
L8	N 21°26'52" E	88.87'
L9	S 21°26'52" W	53.49'
L10	S 68°33'08" E	24.96'
L11	S 21°26'52" W	15.00'
L12	N 68°33'08" W	24.96'
L13	S 21°26'52" W	11.04'
L14	S 90°00'00" W	10.03'
L15	S 89°58'06" E	59.81'

OUTLOT 10
STORMWATER
MANAGEMENT
FACILITY
STORMWATER MANAGEMENT CONTROL EASEMENT
OVER OUTLOT 10
HEREBY GRANTED

N 89°58'06" W
N 89°58'06" W 383.00'
HEREBY DEDICATED
FOR PUBLIC ROAD PURPOSES

BIG TIMBER ROAD
HERE TOFORE DEDICATED
TO THE COUNTY OF KANE
PER DOC. _____

15' UTILITY EASEMENT
HERE TOFORE GRANTED
TO THE COUNTY OF KANE
PER DOC. _____

MATCH LINE A-A

PREPARED BY:
CEMCON, Ltd.



Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
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DRAWING PATH: P:\456267\DWG\SURVEY\DRAWINGS\PLATS\SUBPLAT-1.DWG
PLOT FILE CREATED: 11/4/2021 BY: TONY BLUS

KANE COUNTY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)
ACCEPTED AND APPROVED THIS ____ DAY OF ____
A.D., 20____
COUNTY ENGINEER

KANE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)
I, _____ COUNTY CLERK OF KANE
COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT
TAXES, NO UNPAID FORFEITED TAXES, NO UNPAID CURRENT GENERAL
TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND
INCLUDED IN THE ANNEXED PLAT.
I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN
CONNECTION WITH THE ANNEXED PLAT.
GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT GENEVA,
ILLINOIS, THIS ____ DAY OF _____, A.D., 20____
COUNTY CLERK

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)
THIS IS TO CERTIFY THAT I, PETER A. BLAESER, ILLINOIS PROFESSIONAL LAND
SURVEYOR NO. 3072, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED,
SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:
THAT PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH,
RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID
SECTION 13 AS PER MONUMENT RECORD 2002K037384; THENCE SOUTH 89 DEGREES
30 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST
QUARTER, 596.33 FEET (SAID SOUTH LINE ESTABLISHED BETWEEN MONUMENT RECORDS
2002K037384 AND 1571693) TO A LINE DRAWN 596.32 FEET WEST OF AND PARALLEL
WITH THE EAST LINE OF SAID NORTHEAST QUARTER (AS MEASURED AT RIGHT ANGLES
THERE TO); THENCE NORTH 00 DEGREES 07 MINUTES 04 SECONDS WEST, 1,388.35
FEET TO A SOUTHERLY LINE OF BIG TIMBER ROAD, COUNTY HIGHWAY 21, AS
DEDICATED PER DOCUMENT 2008K016302 AND THE POINT OF BEGINNING; (THE
FOLLOWING 6 COURSES ARE ALONG SAID SOUTHERLY LINE); 1) THENCE WESTERLY,
104.37 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,546.00 FEET AND
A CHORD BEARING NORTH 61 DEGREES 38 MINUTES 40 SECONDS WEST; 2) THENCE
NORTH 60 DEGREES 56 MINUTES 25 SECONDS WEST, 177.72 FEET; 3) THENCE
WESTERLY, 263.37 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,558.00
FEET AND A CHORD BEARING NORTH 69 DEGREES 45 MINUTES 01 SECONDS WEST; 4)
THENCE NORTH 72 DEGREES 41 MINUTES 59 SECONDS WEST, 129.62 FEET; 5) THENCE
NORTH 17 DEGREES 18 MINUTES 00 SECONDS EAST, 12.00 FEET; 6) THENCE NORTH
74 DEGREES 41 MINUTES 59 SECONDS WEST, 102.89 FEET TO THE WEST LINE OF THE
WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 00
DEGREES 02 MINUTES 35 SECONDS EAST, 382.34 FEET ALONG SAID WEST LINE TO
THE NORTHEAST CORNER OF A STRIP OF LAND THAT LIES NORTH OF THE NORTH LINE
OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER, SAID CORNER IS ON
THE NORTH PROPERTY LINE OF PROPERTY PER THE JUDICIAL ORDER DATED MARCH 1,
1990 IN THE 16TH JUDICIAL CIRCUIT IN CASE NO. 87-CH-273; THENCE SOUTH 89
DEGREES 30 MINUTES 08 SECONDS WEST, 500.06 FEET ALONG THE NORTH LINE OF
SAID STRIP OF LAND; THENCE SOUTH 00 DEGREES 03 MINUTES 14 SECONDS WEST,
301.98 FEET TO THE EASTERLY EXTENSION OF THE SOUTH PROPERTY LINE OF THE
PARCEL DESCRIBED IN A QUIT CLAIM DEED RECORDED AS DOCUMENT 2019K018930;
THENCE NORTH 89 DEGREES 24 MINUTES 42 SECONDS EAST, 34.24 FEET; THENCE
SOUTH 00 DEGREES 35 MINUTES 18 SECONDS EAST, 137.39 FEET; THENCE
SOUTHEASTERLY, 153.70 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF
120.00 FEET AND A CHORD BEARING SOUTH 36 DEGREES 39 MINUTES 43 SECONDS
EAST; THENCE SOUTH 00 DEGREES 01 MINUTE 54 SECONDS WEST 133.00 FEET;
THENCE SOUTH 89 DEGREES 58 MINUTES 06 SECONDS EAST, 130.00 FEET; THENCE
SOUTH 00 DEGREES 01 MINUTES 54 SECONDS WEST, 60.00 FEET; THENCE SOUTH 89
DEGREES 58 MINUTES 06 SECONDS EAST, 416.00 FEET; THENCE NORTH 00 DEGREES
01 MINUTES 54 SECONDS EAST, 187.24 FEET; THENCE NORTHEASTERLY, 443.31 FEET
ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 367.00 FEET AND A CHORD
BEARING NORTH 34 DEGREES 38 MINUTES 12 SECONDS EAST; THENCE NORTH 69
DEGREES 14 MINUTES 29 SECONDS EAST, 242.85 FEET; THENCE NORTHEASTERLY,
186.91 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 433.00 FEET AND A
CHORD BEARING NORTH 56 DEGREES 52 MINUTES 30 SECONDS EAST TO A
SOUTHERLY RIGHT OF WAY OF BIG TIMBER ROAD PER DOCUMENT 2021K____;
THENCE NORTH 59 DEGREES 01 MINUTE 27 SECONDS WEST, 86.13 FEET TO AFORESAID
LINE 596.32 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST
QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 07 MINUTES 04 SECONDS
WEST, 64.47 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, IN KANE
COUNTY, ILLINOIS.

EXCEPTING THEREFROM ANY PART FALLING IN BIG TIMBER ROAD DEDICATED PER
DOCUMENT 2021K____
I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE
REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN
FEET AND DECIMAL PARTS THEREOF IF FURTHER CERTIFY THAT (NO) PART OF THE
ABOVE DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS
IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BASED ON F.I.R.M.
MAP PANEL 17089C0126J, DATED JUNE 2, 2015,

I FURTHER CERTIFY THAT I HAVE SET ALL SUBDIVISION MONUMENTS AND DESCRIBED
THEM ON THIS FINAL PLAT AS REQUIRED BY THE PLAT ACT (ILLINOIS REVISED
STATUTES 1977, CHAPTER 109 SECTION 1).

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS
SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF HAMPSHIRE, ILLINOIS,
WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE
11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS,
THIS ____ DAY OF _____, 2021.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2022
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937
EXPIRATION DATE IS APRIL 30, 2021

OWNERSHIP CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)
THIS IS TO CERTIFY THAT HAMPSHIRE EAST, LLC, AN ILLINOIS
CORPORATION, IS THE FEE SIMPLE OWNER OF THE PROPERTY
DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND THROUGH
ITS DULY ELECTED OFFICERS, HAS CAUSED THE SAME TO BE
SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE
USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED
FOR BY STATUTE, AND HEREBY ACKNOWLEDGES AND ADOPTS THE SAME
UNDER THE STYLE AND TITLE AFORESAID.

THE UNDERSIGNED, NOT INDIVIDUALLY, BUT AS THE DULY ELECTED
OFFICERS OF SAID CORPORATION, HEREBY DEDICATES FOR PUBLIC USE
THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS,
ALLEYS AND PUBLIC SERVICES, AND HEREBY ALSO RESERVES FOR THE
VILLAGE OF HAMPSHIRE, AMERITECH, COM ED, NICOR, MEDIACOM AND
THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THE EASEMENT
PROVISIONS WHICH ARE STATED AND SHOWN HEREON.

THE UNDERSIGNED, NOT INDIVIDUALLY, BUT AS DULY ELECTED OFFICERS
OF SAID CORPORATION, FURTHER CERTIFY THAT ALL OF THE LAND
INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF COMMUNITY
UNIT SCHOOL DISTRICT 300.

DATED AT NAPERVILLE, IL DUPAGE COUNTY, ILLINOIS

THIS ____ DAY OF _____, 2021.

BY: _____ SECRETARY

TITLE

NOTARY CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)
I, _____, A NOTARY PUBLIC IN AND FOR THE
COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT
_____, PERSONALLY KNOWN TO ME TO BE
OFFICERS OF HAMPSHIRE EAST, LLC, APPEARED BEFORE ME THIS DAY
AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID
INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT AND THE FREE AND
VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES
THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS ____ DAY OF _____, 2021.

NOTARY PUBLIC

SCHOOL DISTRICT STATEMENT

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT HAMPSHIRE EAST, LLC IS THE OWNER OF THE
PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S
KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS
OF SCHOOL DISTRICT(S)

COMMUNITY UNIT SCHOOL DISTRICT 300

DATED THIS ____ DAY OF _____, A.D., 20____

BY: _____ ATTEST: _____

TITLE: _____ TITLE: _____

OWNERSHIP CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF MCHENRY)
THIS IS TO CERTIFY THAT COMMUNITY UNIT SCHOOL DISTRICT 300,
BOARD OF EDUCATION, IS THE FEE SIMPLE OWNER OF THE PROPERTY
DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND THROUGH
ITS DULY ELECTED OFFICERS, HAS CAUSED THE SAME TO BE SURVEYED,
SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND
PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY
STATUTE, AND HEREBY ACKNOWLEDGES AND ADOPTS THE SAME UNDER
THE STYLE AND TITLE AFORESAID.

THE UNDERSIGNED, NOT INDIVIDUALLY, BUT AS THE DULY ELECTED
OFFICERS OF SAID CORPORATION, HEREBY DEDICATES FOR PUBLIC USE
THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS,
ALLEYS AND PUBLIC SERVICES, AND HEREBY ALSO RESERVES FOR THE
VILLAGE OF HAMPSHIRE, AMERITECH, COM ED, NICOR, MEDIACOM AND
THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THE EASEMENT
PROVISIONS WHICH ARE STATED AND SHOWN HEREON.

THE UNDERSIGNED, NOT INDIVIDUALLY, BUT AS DULY ELECTED OFFICERS
OF SAID CORPORATION, FURTHER CERTIFY THAT ALL OF THE LAND
INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF COMMUNITY
UNIT SCHOOL DISTRICT 300.

DATED AT ALGONQUIN, IL MCHENRY COUNTY, ILLINOIS

THIS ____ DAY OF _____, 2021.

BY: _____ SECRETARY

TITLE

NOTARY CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF MCHENRY)
I, _____, A NOTARY PUBLIC IN AND FOR THE
COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT
_____, PERSONALLY KNOWN
TO ME TO BE OFFICERS OF COMMUNITY UNIT SCHOOL DISTRICT 300,
BOARD OF EDUCATION, APPEARED BEFORE ME THIS DAY AND
ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID
INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT AND THE FREE AND
VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES
THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS ____ DAY OF _____, 2021.

NOTARY PUBLIC

SCHOOL DISTRICT STATEMENT

STATE OF ILLINOIS)
SS.
COUNTY OF MCHENRY)

THIS IS TO CERTIFY THAT COMMUNITY UNIT SCHOOL DISTRICT 300, BOARD
OF EDUCATION IS THE OWNER OF THE PROPERTY BEING SUBDIVIDED
AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID
SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF SCHOOL DISTRICT(S)

COMMUNITY UNIT SCHOOL DISTRICT 300

DATED THIS ____ DAY OF _____, A.D., 20____

BY: _____ ATTEST: _____

TITLE: _____ TITLE: _____

STORMWATER CONTROL EASEMENT PROVISIONS

A STORMWATER CONTROL EASEMENT IS HEREBY RESERVED FOR AND
GRANTED TO THE VILLAGE OF HAMPSHIRE ("VILLAGE") FOR ALL AREAS
HEREON PLATTED AND DESIGNATED AS "STORMWATER CONTROL
EASEMENT", FOR A STORMWATER CONTROL FACILITY TO BE MAINTAINED
BY THE OWNER OF SAID FACILITY IN ACCORDANCE WITH VILLAGE
ORDINANCES AND APPROVED ENGINEERING PLANS. NO ENCROACHMENT
OF ANY KIND SHALL BE ALLOWED WITHIN SAID EASEMENT UNLESS THE
VILLAGE HAS DETERMINED THAT SAID ENCROACHMENT SHALL NOT
INTERFERE WITH THE PROPER FUNCTIONING OF SUCH FACILITY, SUCH
AS GARDENS, SHRUBS AND OTHER LANDSCAPING MATERIAL.

THE VILLAGE SHALL HAVE THE RIGHT TO ENTER UPON SAID EASEMENT
AT ANY TIME FOR THE PURPOSES OF ACCESS TO AND INSPECTION OF
THE STORMWATER CONTROL FACILITIES LOCATED WITHIN SAID EASEMENT.
IF, UPON INSPECTION, THE VILLAGE DISCOVERS THAT THE OWNER
HEREOF ("OWNER") HAS FAILED TO MAINTAIN SAID FACILITIES, THE
VILLAGE SHALL NOTIFY OWNER OF ITS FINDINGS, AND OWNER SHALL
MAKE REQUIRED REPAIRS WITHIN 15 DAYS AFTER THE VILLAGE'S
NOTICE. IF SUCH REPAIRS ARE NOT CAPABLE OF BEING COMPLETED
WITHIN 15 DAYS, OWNER SHALL HAVE AS LONG AS IS REASONABLY
NECESSARY TO COMPLETE SUCH REPAIRS, PROVIDED THAT THE VILLAGE
HAS GIVEN ITS APPROVAL.

IN THE EVENT THAT THE OWNER HAS NOT RESPONDED TO THE
VILLAGE'S NOTICE, THEN THE VILLAGE MAY CAUSE SUCH REPAIRS TO
BE MADE AND BILL OWNER FOR ALL COSTS THEREOF, AND SHALL HAVE
THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER
PLANTS WITHIN THE AREAS DESIGNATED "STORMWATER CONTROL
EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION,
RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND
OPERATION OF SAID FACILITIES AND STRUCTURES.

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLAN COMMISSION OF
THE VILLAGE OF HAMPSHIRE HAVE REVIEWED AND APPROVED THE
ABOVE PLAT.

DATED THIS ____ DAY OF _____, 2021.

SECRETARY

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF KANE)

APPROVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE
VILLAGE OF HAMPSHIRE, ILLINOIS,

THIS ____ DAY OF _____, 2021.

VILLAGE PRESIDENT: _____

ATTEST: _____

VILLAGE COLLECTOR'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF KANE)

I, _____, VILLAGE COLLECTOR OF THE
VILLAGE OF HAMPSHIRE, DO HEREBY CERTIFY THAT THERE ARE NO
DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS
OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN
APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT.

DATED AT HAMPSHIRE, KANE COUNTY, ILLINOIS.

THIS ____ DAY OF _____, 2021.

VILLAGE COLLECTOR

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF KANE)

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF HAMPSHIRE, ILLINOIS,

THIS ____ DAY OF _____, 2021.

VILLAGE ENGINEER

GENERAL PROVISIONS COMMON TO ALL EASEMENTS:

NO FENCE, SHED OR ANY STRUCTURE SHALL BE ERRECTED WITHIN AN
EASEMENT THAT WILL OBSTRUCT OR PROHIBIT THE OVERLAND FLOW OF
STORMWATER, OR OBSTRUCT, IMPEDE, OR PRECLUDE READY ACCESS TO
ANY UTILITY FACILITY OR APPURTENANCE, SUCH AS AN EQUIPMENT
BOX, A CATCH BASIN, OR ANY OTHER SUCH FACILITY OR
APPURTENANCE.

THE VILLAGE OF HAMPSHIRE AND ITS REPRESENTATIVES SHALL, AT
THEIR SOLE DISCRETION, REQUIRE ANY FENCE, STRUCTURE OR OTHER
OBSTRUCTION THAT IS ERRECTED WITHIN A PUBLIC UTILITY EASEMENT,
VILLAGE UTILITY EASEMENT, UTILITY EASEMENT, DRAINAGE EASEMENT OR
EASEMENT FOR STORMWATER DETENTION BASIN, BE REMOVED AT NO
COST TO THE VILLAGE. THE COST OF REMOVAL AND REPLACEMENT OF
ANY OBSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER.

PUBLIC UTILITY EASEMENT PROVISIONS
(ELECTRIC AND COMMUNICATION)

COMED, AMERITECH, MEDIACOM CABLE SERVICES, AND OTHER UTILITY
COMPANIES PROVIDING ELECTRIC AND COMMUNICATIONS SERVICES, THEIR
RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY OR SEVERALLY ARE
HEREBY GIVEN EXCLUSIVE EASEMENT RIGHTS TO ALL PLATTED
EASEMENTS DESIGNATED "PUBLIC UTILITY EASEMENT" OR "P.U.E." AND
JOINT EASEMENT RIGHTS WITH THE VILLAGE OF HAMPSHIRE TO ALL
PLATTED EASEMENTS DESIGNATED "UTILITY EASEMENT" OR "UE" AND
EASEMENT RIGHTS IN ALL PLATTED STREETS AND ALLEYS TO INSTALL,
OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED
IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF
ELECTRICITY AND SOUNDS AND SIGNALS, TOGETHER WITH THE RIGHT TO
INSTALL REQUIRED SERVICE CONNECTIONS TO SERVE THE
IMPROVEMENTS OF EACH LOT, THE RIGHT TO CUT DOWN AND REMOVE
OR TRIM AND KEEP TRIMMED ANY TREES, SHRUBS OR SAPLINGS THAT
INTERFERE OR THREATEN TO INTERFERE WITH ANY OF SAID PUBLIC
UTILITY EQUIPMENT. THE LOCATION OF FACILITIES IN PLATTED STREETS
AND ALLEYS SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND
SHALL BE SUBJECT TO VILLAGE APPROVAL. NO PERMANENT BUILDINGS
OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE
USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES
THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES
OR THE RIGHTS HEREIN GRANTED. ALL UTILITY LINES SHALL BE
CONSTRUCTED UNDERGROUND. NO OVERHEAD LINES WILL BE PERMITTED.

PUBLIC UTILITY EASEMENT PROVISIONS
(NICOR)

NICOR, ITS SUCCESSOR AND ASSIGNS, IS HEREBY GIVEN EASEMENT
RIGHTS TO ALL PLATTED STREETS AND ALLEYS. SAID EASEMENT TO BE
FOR THE INSTALLATION, RELOCATION, RENEWAL AND REMOVAL OF GAS
MAINS AND APPURTENANCES. LOCATION OF MAINS AND APPURTENANCES
SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND SHALL BE
SUBJECT TO VILLAGE APPROVAL.

DRAINAGE EASEMENT PROVISIONS

THE VILLAGE OF HAMPSHIRE IS HEREBY GIVEN EASEMENT RIGHTS TO
ALL PLATTED EASEMENTS DESIGNATED "DRAINAGE EASEMENT" OR "DE"
TO INSTALL, OPERATE AND MAINTAIN UNDERGROUND AND SURFACE
DRAINAGE FACILITIES AND WATERCOURSES. SAID EASEMENTS SHALL BE
USED FOR NO OTHER PURPOSE EXCEPT AS EXPRESSLY AUTHORIZED BY
THE VILLAGE. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID
EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS,
LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER
INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN
GRANTED.

VILLAGE UTILITY EASEMENT PROVISIONS

THE VILLAGE OF HAMPSHIRE IS HEREBY GIVEN EXCLUSIVE EASEMENT
RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "VILLAGE UTILITY
EASEMENT" OR "V.U.E." AND JOINT EASEMENT RIGHTS WITH PUBLIC
UTILITIES IN EASEMENTS DESIGNATED AS "UTILITY EASEMENT" OR "UE".
SAID EASEMENT SHALL BE USED SOLELY TO INSTALL, OPERATE,
MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES
AND APPURTENANCES USED IN CONNECTION WITH THE WATER,
SANITARY SEWER OR STORM DRAINAGE SYSTEMS OF THE VILLAGE OF
HAMPSHIRE, EXCEPT THAT THE EASEMENTS MAY BE GRADED AS
SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT
BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME
MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER
PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE
AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOLLOWING ANY WORK TO BE PERFORMED BY THE VILLAGE IN THE
EXERCISE OF ITS EASEMENT RIGHTS GRANTED HEREIN, THE VILLAGE
SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION,
INCLUDING BUT NOT LIMITED TO, THE LAWN OR SHRUBBERY, PROVIDED,
HOWEVER, THAT SAID VILLAGE SHALL BE OBLIGATED FOLLOWING SUCH
MAINTENANCE WORK TO BACKFILL AND MOUND ANY TRENCH CREATED
SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT
OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL
AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND
WORKMANLIKE CONDITION.

PREPARED BY:



CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
www.cemcon.com

DISC NO.: 456267 FILE NAME: SUBPLAT-1
DRAWN BY: AJB FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 09-24-21 JOB NO.: 456.267
PROJECT REFERENCE: 456.209
REVISED 10-12-21\AJB PER EEI REVIEW
REVISED 10-27-21\AJB PER KDOT REVIEW COMMENTS DATED 10-26-21
REVISED 11-04-21\AJB PER EEI REVIEW LETTER DATED 11-04-21



Village of Hampshire

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

Agenda Supplement

TO: President Reid; Board of Trustees
FROM: Josh Wray, Assistant to the Village Manager
FOR: Village Board Meeting on November 18, 2021
RE: Recreational Zoning District

Background: In recent months, Village staff has been approached by several potential commercial developments related to recreational activities. Staff discovered that, while some recreational uses are permitted in some zoning districts, the current provisions provide neither comprehensive regulations regarding recreational uses nor the ability to effectively plan for or implement future recreational areas in the Village. Specifically, Brier Hill Ventures, owners of the Midwest Companies recycling center being built on Brier Hill Rd., is in the process of planning the annexation and development of the additional ~85 acres purchased west of their current site to include a campground for high-end coaches.

Analysis: Several recreational uses are already permitted in the Village, including community centers, museums, parks/playgrounds, theme parks, country clubs, and gyms. However, these uses are scattered throughout many estate, residential, commercial, and industrial zoning districts, and staff believes these provisions do not encompass all the potential uses the Village will see in the near and far future.

The attached regulations for consideration create a new zoning district that not only meets the near-term needs of Brier Hill Ventures but also provides a broad framework for recreational uses in the Village that can be incorporated into comprehensive planning and modified over time as needed. The Planning and Zoning Commission voted to recommend this text amendment unanimously.

Recommendation: Staff recommends that the Village Board approve the attached text amendment creating the Recreational Zoning District.

**VILLAGE OF HAMPSHIRE
PLANNING & ZONING COMMISSION**

IN RE:

PETITION OF ZONING ADMINISTRATOR FOR TEXT AMENDMENT TO THE ZONING REGULATIONS TO ADOPT REGULATIONS GOVERNING A NEW ZONING DISTRICT, REC-RECREATIONAL ZONING DISTRICT IN THE VILLAGE.

FINDINGS OF FACT

In regard to the Petition of the Village of Hampshire for Text Amendment, to provide for regulations governing a proposed new zoning district in the Village, to wit: REC-Recreational Zoning District, the Planning & Zoning Commission having considered the application, and the testimony and evidence submitted at a public hearing, the Planning & Zoning Commission FINDS as follows:

1. A Petition for Text Amendment, to provide for regulations to govern a proposed new zoning district in the Village, to wit: REC-Recreational Zoning District, has been filed with the Village Clerk by the Village Zoning Administrator.
2. Notice of Public Hearing on the proposed text amendment was published in the Daily Herald newspaper on October 8, 2021, a date not less than fifteen (15) days prior to said Public Hearing.
3. Pursuant to said Petition, certain regulations, including permitted uses, special uses, and bulk restrictions, would be adopted to govern recreational uses in the Village.
4. At the public hearing, Josh Wray, assistant to the Village Manager, made a presentation concerning the Petition. No members of the public appeared to comment on the proposed amendment.
5. The proposed amendment is recommended by Village staff.
6. The draft regulations are attached to this Recommendation.
7. Additional Findings by the Zoning Board of Appeals:
 - a) Cemeteries might be added as a permitted use in this District.
 - b) Dog parks might be added as a special use in this District.

ACTION(S)

On motion by L. Rapach, seconded by A. Neal, to approve the Petition for Zoning Amendment to add to the Village Zoning Regulations provisions governing a new zoning district, REC-Recreational Zoning District, the vote was 4 ayes, 0 nay. Motion passed.

	<u>Aye</u>	<u>Nay</u>	
R. Frillman	___	___	Abs.
H. Hoffman	<u> x </u>	___	
A. Neal	<u> x </u>	___	
L. Rapach	<u> x </u>	___	
W. Rossetti	<u> x </u>	___	
T. Wetzel	___	___	Abs.
B. Mroch (Chair)	___	___	

RECOMMENDATION

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

Dated: November 1st, 2021.

Respectfully submitted,

VILLAGE OF HAMPSHIRE
ZONING BOARD OF APPEALS

By: Bryan G. Mroch
Bryan Mroch
Chair

No. 21 - ____

**AN ORDINANCE
AMENDING THE VILLAGE CODE, CHAPTER 6: ZONING REGULATIONS
TO ADD REGULATIONS GOVERNING A NEW ZONING DISTRICT, REC-
RECREATIONAL ZONING DISTRICT, IN THE VILLAGE**

WHEREAS, the Village has previously adopted certain zoning regulations, codified in Chapter 6 of the Village Code; and

WHEREAS, said regulations currently provide for various categories of use, including residential, business, and industrial uses; and

WHEREAS, the Zoning Administrator filed with the Village Clerk a petition for consideration of regulations to govern a new zoning district, REC-Recreational Zoning District, to allow for various recreational uses in the Village; and

WHEREAS, after a public hearing on the petition, the Planning and Zoning Commission has recommended to the Corporate Authorities that it adopt such regulations; and

WHEREAS, the Corporate Authorities, having considered the recommendation of the Planning & Zoning Commission, and the best interests of the Village, deem it necessary and advisable to amend the Village's zoning regulations to include regulations governing such new zoning district.

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

Section 1. The Hampshire Municipal Code of 1985, as previously amended, shall be and hereby is further amended in regard to Chapter 6: Zoning Regulations, Section 8: Business Districts, to add certain regulations governing a new zoning district, REC-Recreational Zoning District, in words and figures as follows:

SEE ATTACHED TEXT OF THE AMENDMENT

Section 2. Any and all ordinances, resolutions, motions, or parts thereof, in conflict with this Ordinance, are to the extent of such conflict hereby superseded and waived.

Section 3. If any section, sentence, subdivision, or phrase of this Ordinance, shall be held to be void, invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4 This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

ADOPTED THIS ____ DAY OF _____, 2021, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS ____ DAY OF _____, 2021.

Michael J. Reid, Jr.
Village President

ATTEST:

Linda Vasquez
Village Clerk

CHAPTER 6

ZONING REGULATIONS

ARTICLE VIII

BUSINESS DISTRICTS

SECTION 6-8-9

REC - RECREATIONAL DISTRICT:

A. Purpose: The purpose of the REC-Recreational District is to provide for various recreational uses not otherwise allowed in the Village of Hampshire, and to encourage the development of recreational uses at designated locations in the Village having access to public highways and/or arterial roadways.

B. Land Use Regulations:

1. General Standards: Uses permitted in the REC District are subject to the following standards:

a. All business activity and servicing shall take place within completely enclosed buildings unless otherwise specified. All storage of property, except of motor vehicles in operable condition, shall be in completely enclosed buildings or structures.

b. All outdoor uses, except for public uses, must be effectively screened from any abutting residential property with appropriate landscaping.

c. Outdoor Lighting:

a. All outdoor lighting shall be arranged so as not to direct or reflect light directly into adjacent residential districts and streets and shall be extinguished no later than thirty (30) minutes after the close of the business or the use being served.

b. All outdoor lighting must be no more than thirty (30) feet tall at the highest point from ground level.

c. Exemptions from or modifications to these provisions for a use occupying all or any part of the property in question may be approved upon request to and approval by the Village.

d. Off Street Loading and Parking:

a. Off street loading and parking facilities may be unenclosed throughout the REC District. Such unenclosed areas shall be effectively screened by a solid wall or fence (including solid entrance and exit gates) not less than six feet (6') nor more than eight feet (8') in height, or a landscaped buffer planted to effectively screen such parking and loading areas.

b. The number of parking spaces required for any permitted use in the District shall be set in accordance with the requirements of Section 6-11-2 of this Code, or, for any particular use not identified therein, one (1) space per four (4) persons in designed capacity or one (1) space per one thousand (1,000) square feet of lot area, whichever is greater; or for any special use, by the special use review and approval process.

C. Permitted Uses: In the REC District, the only permitted uses shall be as follows:

Auditoriums, exhibition halls, banquet facilities, and meeting rooms.

Country clubs

Cemeteries

Fitness centers / health spas

Libraries

Movie theaters and playhouses - indoor

Museums

Open space – public or private – including but not limited to bicycle paths, hiking trails, interpretive trails, or passive open space.

Parks and recreation areas - publicly owned and/or operated.

Playgrounds – with suitable play equipment; and including tot lots

Skating rinks

Studios for professional work or teaching of any form of the arts, including but not limited to photography, music, drama, dance, cooking, karate, computer use, yoga, and other similar uses

Swimming pools - Indoor and outdoor

Wedding venues - Indoor and outdoor wedding venues

Accessory uses to permitted uses or approved special uses, including but not limited to administrative structures, restroom facilities, concession facilities, activity buildings, boat ramps and docks, club houses, and other similar uses.

D. Special Uses: In a REC District, the following may be allowed as special uses:

Dog parks

Horseback riding stables and trails

Other indoor and outdoor event venues, including but not limited to stadiums, amphitheaters, and bandshells.

Outdoor amusement establishments, water parks, miniature golf courses, kiddie parks, and similar amusement centers.

Recreational camping for temporary use only, including motor coach parks

Solar Energy Systems, as defined in and subject to the restrictions set forth in chapter 5, article XVIII of this Code

Sports and athletic facilities – indoor and outdoor – including but not limited to fields for baseball, football, or soccer; basketball courts; tennis courts, and other similar uses.

Wind energy systems, as defined in and subject to the restrictions set forth in chapter 5, article XVII of this Code

Other recreational uses deemed by the Planning and Zoning Commission to be of the same general character as those listed herein.

E. Lot Area, Yard, and Bulk Requirements:

- | | |
|--|--------------------------------|
| 1. Minimum lot area | 25,000 square feet |
| 2. Minimum lot width | 150 feet |
| 3. Minimum lot depth | 150 feet |
| 4. Minimum yard setback: | |
| a. Adjacent to a street or road: | 100 feet |
| b. Abutting an adjoining property: | 25 feet |
| 5. Maximum lot coverage | 50 percent |
| 6. Maximum impervious surface coverage | 70 percent |
| 7. Floor area ratio | 0.25 |
| 8. Height of principal use | Lesser of 3 stories or 50 feet |
| 9. Height of accessory use | Lesser of 1 story or 15 feet |

Village of Hampshire Snow & Salt Operations

Dave Starrett, Streets Supervisor

Prepared for the Village Board Meeting
on November 18, 2021



EMBRACE OPPORTUNITY
HONOR TRADITION

Basic Policies

- ▶ Hard to be standardized – every storm is different
- ▶ Constant contact with drivers to monitor activities and conditions
- ▶ Generally, try to keep stop-intersections salted – can't salt everything
 - ▶ Snow will cover it too fast
 - ▶ Low traffic roads won't melt as well
- ▶ Typical 1"-2" storm, we will salt both directions on streets
- ▶ Plowing priorities: downtown, arterial road, streets with curves/slopes

Salt Purchasing and Use

- ▶ State of Illinois consolidated purchasing program
- ▶ Make contract order in the summer (later this year)
- ▶ Can actually purchase up to 20% more or less than the contract depending on use throughout the season
- ▶ Price per ton varies: FY21 - \$99+, FY22 - \$62.39
- ▶ Our trucks can use 45-50 tons per run, equal to about \$3,100
- ▶ Total usage in one year
 - ▶ FY21: 2,000 tons, \$200,000 (80% of contract)
 - ▶ FY22: 2,000, \$125,000 (100% of contract)
- ▶ Orders supposed to arrive on trucks within 7 business days of individual requests – not always fulfilled on time



Salt Orders 2020/2021

Order Phone # 1-800-323-1641

Customer Number/ Destination # H755836

1. Ordered **300** Tons 1/21/2021 (order # 2606246)
Received 171.20 tons – 1-27-2021
Received 129.96 tons – 1-28-2021
Total = 301.16
2. Ordered **400** Tons 2/4/2021 (order # 2612616)
Received 45.59 tons – 2-15-2021
Received 69.29 tons – 2-17-2021
Received 92.23 tons – 2-18-2021
Received 184.27 tons – 2-19-2021
Total = 391.38
3. Ordered **300** Tons 2/10/2021 (order # 2615460)
Received 198.33 tons – 3-2-2021
Received 105.09 tons – 3-3-2021
Total = 303.42
4. Ordered **300** Tons 3/29/2021 (order # 2632423)
Received 256.06 tons – 3-30-2021
Received 40.35 tons – 3-31-2021

Equipment

- ▶ 8 plows and 1 pick-up truck
- ▶ Radios in each truck for constant contact
- ▶ Combination backhoe-loader to load salt
- ▶ Takes 45 minutes to prepare
- ▶ 2 salt bins storing up to 700-800 tons

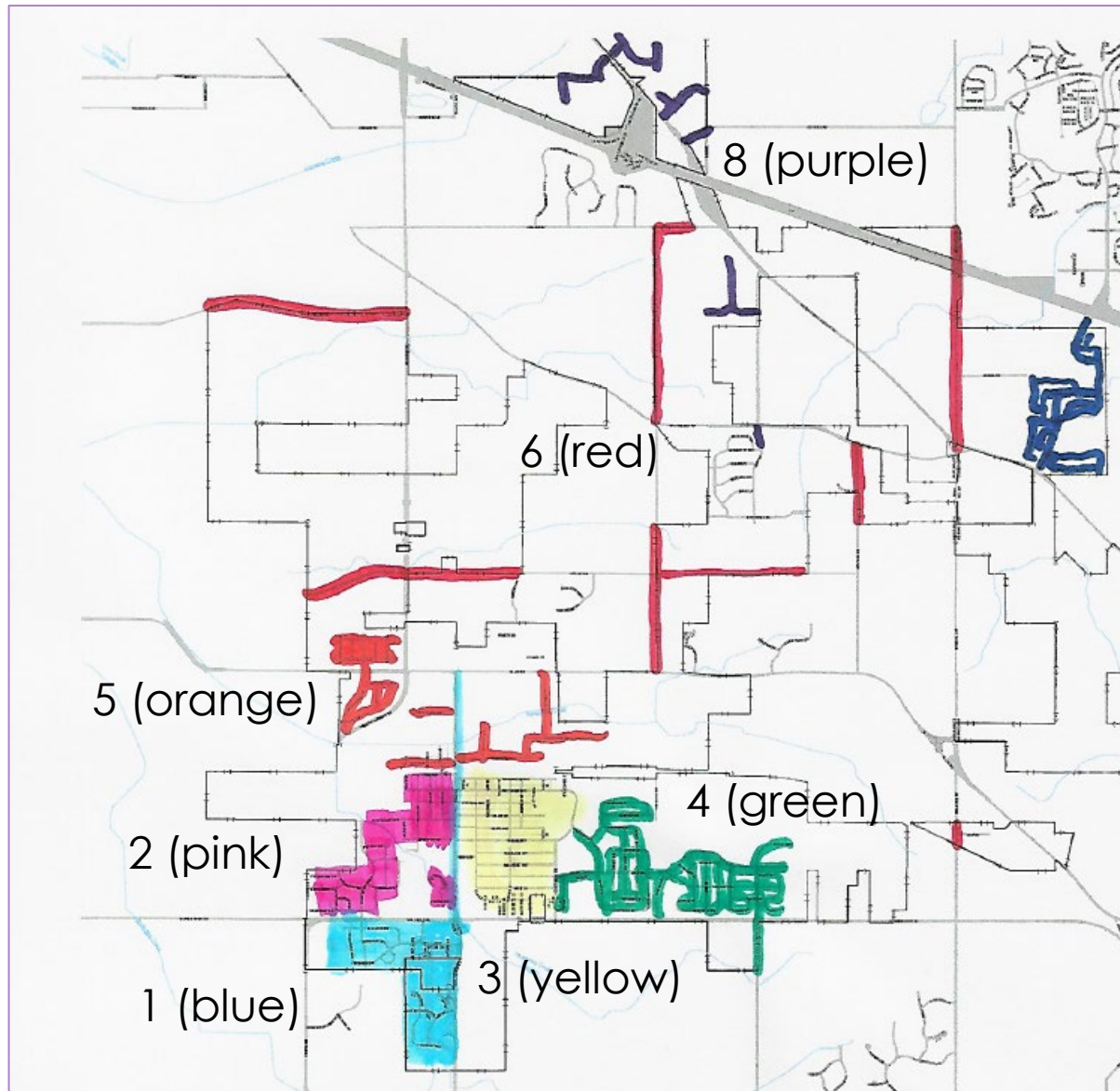


Routes and Manpower

- ▶ **9 routes – 5 Streets employees and 4 Utilities employees**
- ▶ **Mandatory breaks at certain points, typically overnight, when**
 - ▶ **other units aren't plowing,**
 - ▶ **traffic is low, and/or**
 - ▶ **the dept has been plowing for several hours**
- ▶ **Try to keep moral up by grilling and other activities**



9 (not shown)
Alleys/parking lots



Other Programs

Mailbox Replacement

- ▶ Will replace mailboxes damaged by plowing only
- ▶ Allows up to \$45 of reimbursement
- ▶ Guidelines for placement of new mailbox – 6'-8' from curb
- ▶ Contact Streets Dept. directly

Ride-along

- ▶ Residents may apply to ride-along with one of our snowplows during a winter storm.
- ▶ 18+ years old
- ▶ Application available online

AGENDA SUPPLEMENT

TO: President Reid, Village Board and Village Administrator Hedges

FROM: Lori Lyons, Finance Director

FOR: November 18, 2021 Village Board Meeting

RE: Introducing the Levies and Assessment of Taxes in 2021 for collection in 2022 in and for the Village of Hampshire Special Service Areas.

Background. Several subdivisions or business parks within the Village of Hampshire have Special Service Areas designed to generate sufficient funds to maintain certain improvements specific to the given territory that lies within the SSA. The originating ordinance for each maintenance SSA may specify the maximum amount that can be levied to generate these funds. Each year, the Village must determine the cost to provide this special maintenance service and levy a tax against the properties in the SSA.

The Village also has two active Special Services Areas that were established to finance certain infrastructure within two subdivisions in the Village. Discussion of the infrastructure SSAs will be completed at a subsequent meeting.

Analysis. Over time, the Village has established or reserved for 29 Special Services Areas. They are as follows (this includes all SSA types):

SSA #	Description	Notes
SSA 1	Hampshire Spring Farms	Dissolved
SSA 2	Old Mill	
SSA 3	Panama Street	
SSA 4	Sterling Oaks	Inactive
SSA 5	US 20/1-90 (infrastructure)	Dissolved
SSA 6	Hampshire Prairie	
SSA 7	Hampshire Hills	
SSA 8	Hampshire Fields	
SSA 9	US 20 Water Tower (infrastructure)	Final Year
SSA 10	White Oak Ponds	
SSA 11	Hampshire Highlands	
SSA 12	Hampshire Meadows	
SSA 13	Tuscany Woods (infrastructure)	
SSA 14	Lakewood (infrastructure)	
SSA 15	Lakewood (backup)	
SSA 16	Prairie Ridge West (infrastructure)	Dissolved
SSA 17	Oakstead (infrastructure)	Dissolved

SSA #	Description	Notes
SSA 18	Tamms Farm (infrastructure)	Dissolved
SSA 19	Prairie Ridge East (infrastructure)	Dissolved
SSA 20	Prairie Ridge	Inactive
SSA 21	Oakstead	Inactive
SSA 22	Tamms Farm	Inactive
SSA 23	Tuscany Woods	
SSA 24	Lakewood Ryland (infrastructure)	Reserved but unused
SSA 25	Hampshire Woods (backup)	Reserved but unused at this time
SSA 26	Love's/Metric (backup)	Inactive
SSA 27	Hampshire Corporate Center (backup)	Inactive
SSA 28	Stanley Storage Facility (backup)	Reserved but unused at this time
SSA 29	TRZ & NCI Property (backup)	Proposed

Levying for special service areas is quite a bit different than the Village of Hampshire's levy that was discussed at the November 4th meeting. For the SSAs, the Village Board must levy the amounts specified the properties in the SSA to be able to fund the services provided to the areas. An increase of more than 5% requires a public hearing but the only notice required is given in accordance with the Open Meetings Act versus the newspaper publication requirement of the Village's levy. The SSAs to be discussed this evening are mainly stormwater drainage related, but they also may include landscape maintenance such as mowing and weed control. The actual levy amounts are to accommodate the costs incurred in maintaining the applicable area. The 2020 levy amounts and the proposed 2021 levy amounts are provided below:

SSA #	Description	2020 Levy	Proposed 2021 Levy	
2	Old Mill Manor	2,600	2,730	
3	Panama	300	310	
4	Sterling Oaks	0	0	
6	Hampshire Prairie	6,220	6,500	
7	Hampshire Hills	1,050	10,000	**
8	Hampshire Fields	5,100	4,000	
10	White Oak Ponds	9,240	13,860	**
11	Hampshire Highlands	15,000	10,000	
12	Hampshire Meadows	4,180	5,700	**
15	Lakewood Crossings	13,125	0	
20	Prairie Ridge	0	0	
21	Oakstead	0	0	
22	Tamms Farm	0	0	
23	Tuscany Woods	0	0	
26	Loves/Metrix	0	0	
27	Hampshire Corporate Center	<u>0</u>	<u>0</u>	
	Total	<u>\$ 56,815</u>	<u>\$ 53,100</u>	

** - Levy Request is greater than 5% and will require a public hearing.

Staff continues to work to establish an appropriate maintenance schedule for each of the SSAs. The attached document shows the projected levy and maintenance schedule for each of the active SSAs.

Further comment will be provided in a presentation on the levy for the maintenance SSAs.

Recommendation. No action is required at this time.

**SSA #2
Old Mill Manor**

	FY21	# FY22	# FY23	# FY24	# FY25	# FY26	# FY27
Starting Fund Balance	(1,285.13)	754.64	1,424.97	2,030.97	2,562.97	2,999.97	3,328.97
Levy	5,198.43	2,600.10	2,730.00	2,870.00	3,010.00	3,160.00	3,320.00
Percentage Increase		-50%	5%	5%	5%	5%	5%
Interest	5.36						
Wages & Benefits	879.56	1,536.77	1,691.00	1,861.00	2,048.00	2,253.00	2,479.00
Expenses	2,284.46	393.00	433.00	477.00	525.00	578.00	636.00
Pond Maintenance							
Spray	-						
Clear							
Burn							
Machine Rental	-						
Spring 22							
Ending Fund Balance	<u>754.64</u>	<u>1,424.97</u>	<u>2,030.97</u>	<u>2,562.97</u>	<u>2,999.97</u>	<u>3,328.97</u>	<u>3,533.97</u>

Annual Levy Cost to \$250K FMV owner occupied homeowner &	29.59	14.80	15.54	16.34	17.13	17.99	18.90
2020 Net Taxable Value	13,588,195	13,588,195	13,588,195	13,588,195	13,588,195	13,588,195	13,588,195
Rate	0.0003826	0.0001913	0.0002009	0.0002112	0.000222	0.000233	0.000244

T/M/L

- Expenses Estimated

& - Assumes flat EAV

**SSA #3
Panama**

	FY21	# FY22	# FY23	# FY24	# FY25	# FY26	# FY27
Starting Fund Balance	2,434.69	2,807.66	2,817.66	2,787.65	2,717.65	2,607.64	2,457.64
Levy	599.99	300.00	310.00	319.00	329.00	339.00	349.00
Percentage Increase		-50%	3%	3%	3%	3%	3%
Interest	4.15						
Wages	175.08	306.00	340.00	370.00	410.00	450.00	500.00
Expenses	68.95	240.00	260.00	290.00	320.00	350.00	390.00
Pond Maintenance							
Spray	-						
Clear							
Burn							
Spring 22							
Ending Fund Balance	<u>3,140.81</u>	<u>3,173.66</u>	<u>3,207.66</u>	<u>3,186.65</u>	<u>3,136.65</u>	<u>3,046.64</u>	<u>2,916.64</u>
Annual Levy Cost to \$250K FMV owner occupied homeowner &	33.30	16.65	17.20	17.70	18.26	18.81	19.37
2020 Net Taxable Value	1,393,760	1,393,760	1,393,760	1,393,760	1,393,760	1,393,760	1,393,760
Rate	0.0004305	0.0002152	0.0002224	0.0002289	0.0002361	0.0002432	0.0002504

T/M/L

- Expenses Estimated

& - Assumes flat EAV

**SSA #6
Hampshire Prairie**

		#	#	#	#	#	#
	FY21	FY22	FY23	FY24	FY25	FY26	FY27
Starting Fund Balance	3,732.23	11,324.71	10,979.11	10,249.11	9,129.11	7,549.11	5,449.11
Levy	12,484.45	6,220.00	6,500.00	6,830.00	7,170.00	7,530.00	7,910.00
Percentage Increase		-50%	5%	5%	5%	5%	5%
Interest	22.16	3.50					
Wages	3,340.37	5,836.33	6,420.00	7,060.00	7,770.00	8,550.00	9,410.00
Expenses	1,573.76	732.77	810.00	890.00	980.00	1,080.00	1,190.00
Pond Maintenance							
Spray	-						
Clear							
Burn							
Spring 22							
Ending Fund Balance	11,324.71	10,979.11	10,249.11	9,129.11	7,549.11	5,449.11	2,759.11

Annual Levy Cost to \$250K FMV							
owner occupied homeowner &	48.46	23.39	24.44	25.68	26.96	27.55	30.04
2019 EAV	20,572,325	20,572,325	20,572,325	20,572,325	20,572,325	20,572,325	20,572,325
Rate	0.0006265	0.0003023	0.0003160	0.0003320	0.0003485	0.0003660	0.0003845

T/M/L

- # - Expenses Estimated
- & - Assumes flat EAV

**SSA #7
Hampshire Hills**

		#	#	#	#	#	#
	FY21	FY22	FY23	FY24	FY25	FY26	FY27
Starting Fund Balance	5,709.00	(3,828.10)	(15,316.47)	(10,991.47)	(12,451.72)	(3,247.98)	(833.56)
Levy	999.37	1,050.00	10,000.00	12,500.00	15,630.00	17,970.00	20,670.00
Percentage Increase		5%	852%	25%	25%	15%	15%
Interest	9.17						
Wages & Benefits	528.01	922.55	1,020.00	1,130.00	1,250.00	1,380.00	1,520.00
Expenses	217.63	315.82	350.00	390.00	430.00	480.00	530.00
Pond Maintenance							
Spray	-	4,100.00	4,305.00	4,520.25	4,746.26	4,983.58	5,232.75
Clear	9,800.00						12,250.00
Burn		7,200.00		7,920.00		8,712.00	
Spring 22							
Ending Fund Balance	(3,828.10)	(15,316.47)	(10,991.47)	(12,451.72)	(3,247.98)	(833.56)	303.69

Annual Levy Cost to \$250K FMV owner occupied homeowner &	9.75	10.24	97.52	121.90	152.43	175.25	201.58
2021 EAV	7,931,488	7,931,488	7,931,488	7,931,488	7,931,488	7,931,488	7,931,488
Rate	0.0001260	0.0001324	0.0012608	0.0015760	0.001971	0.002266	0.002606

T/M/L

- # - Expenses Estimated
- & - Assumes flat EAV

**SSA #8
Hampshire Fields**

	FY21	# FY22	# FY23	# FY24	# FY25	# FY26	# FY27
Starting Fund Balance	(4,959.88)	(2,022.26)	801.52	2,291.52	3,021.52	3,461.52	3,591.52
Levy	6,498.75	5,100.00	4,000.00	3,500.00	3,500.00	3,500.00	3,500.00
Percentage Increase		-22%	-22%	-13%	0%	0%	0%
Interest	2.10	0.53					
Wages & Benefits	1,056.02	1,845.10	2,030.00	2,240.00	2,470.00	2,720.00	3,000.00
Expenses	2,507.21	431.65	480.00	530.00	590.00	650.00	720.00
Pond Maintenance							
Spray	-						
Clear	-						
Burn							
Spring 22							
Ending Fund Balance	<u>(2,022.26)</u>	<u>801.52</u>	<u>2,291.52</u>	<u>3,021.52</u>	<u>3,461.52</u>	<u>3,591.52</u>	<u>3,371.52</u>

Annual Levy Cost to \$250K FMV owner occupied homeowner &	105.40	82.71	64.87	56.76	56.76	56.76	56.76
2021 EAV	4,769,406	4,769,406	4,769,406	4,769,406	4,769,406	4,769,406	4,769,406
Rate	0.0013626	0.0010693	0.0008387	0.0007338	0.000734	0.000734	0.000734

T/M/L

- # - Expenses Estimated
- & - Assumes flat EAV

SSA #10
White Oak Ponds

	FY21	# FY22	# FY23	# FY24	# FY25	# FY26	# FY27
Starting Fund Balance	(9,090.98)	(15,791.81)	(18,131.52)	(11,461.52)	(10,474.02)	(1,771.65)	912.35
Levy	8,791.26	9,240.00 *	13,860.00	15,250.00	16,780.00	18,460.00	20,310.00
Percentage Increase		5%	50%	10%	10%	10%	10%
Interest							
Wages & Benefits	879.56	1,536.77	1,700.00	1,870.00	1,970.00	2,070.00	2,180.00
Expenses	362.53	392.94	440.00	490.00	540.00	600.00	660.00
Pond Maintenance							
Spray	4,250.00	650.00	5,050.00	5,302.50	5,567.63	5,846.01	6,138.31
Clear 1, 2, 3	10,000.00		-	-	-	-	12,500.00
Clear 3 & 8		7,600.00					
Burn 2	-	6,000.00		6,600.00		7,260.00	
Burn 3			1,200.00		1,320.00		1,452.00
Burn 8					1,470.00		1,617.00
Spring 22	-	3,000.00					
Ending Fund Balance	(15,791.81)	(18,131.52)	(11,461.52)	(10,474.02)	(1,771.65)	912.35	(255.96)
Levy Cost to 250K owner occupied homeowner &	49.88	52.37	78.56	86.44	95.11	104.64	115.12
2021 EAV	13,646,298	13,646,298	13,646,298	13,646,298	13,646,298	13,646,298	13,646,298
Rate	0.0006449	0.0006771	0.0010157	0.0011175	0.001230	0.001353	0.001488

T/M/L

- Expenses Estimated

& - Assumes flat EAV

**SSA #11
Hampshire Highlands**

		#	#	#	#	#	#
	FY21	FY22	FY23	FY24	FY25	FY26	FY27
Starting Fund Balance	3,032.48	7,832.15	13,402.38	17,082.38	16,502.38	19,322.38	4,677.38
Levy	18,269.65	15,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Percentage Increase		-18%	-33%	0%	0%	0%	0%
Interest	29.11						
Wages & Benefits	4,221.65	1,536.77	1,700.00	1,870.00	2,060.00	2,270.00	2,500.00
Expenses	1,777.44	393.00	420.00	450.00	480.00	510.00	540.00
Pond Maintenance							
Spray	7,500.00	4,000.00	4,200.00	4,410.00	4,640.00	4,880.00	5,130.00
Clear	-	-	-	-	-	12,750.00	-
Burn		3,500.00		3,850.00		4,235.00	
Spring 22							
Ending Fund Balance	7,832.15	13,402.38	17,082.38	16,502.38	19,322.38	4,677.38	6,507.38
	7,832.15						

Levy Cost to 250K owner occupied

homeowner &	74.05	60.80	40.53	40.53	40.53	40.53	40.53
2021 EAV	19,083,159	19,083,159	19,083,159	19,083,159	19,083,159	19,083,159	19,083,159
Rate	0.0009574	0.0007860	0.0005240	0.0005240	0.0005240	0.0005240	0.0005240

T/M/L

- # - Expenses Estimated
- & - Assumes flat EAV

**SSA #12
Hampshire Meadows**

	FY21	# FY22	# FY23	# FY24	# FY25	# FY26	# FY27
Starting Fund Balance	(1,388.34)	5,430.14	3,873.98	3,293.98	2,398.98	1,153.23	(488.31)
Levy	10,977.77	4,180.00	5,700.00	5,985.00	6,284.25	6,598.46	6,928.39
Percentage Increase		-62%	36%	5%	5%	5%	5%
Interest	13.11						
Wages & Benefits	2,815.14	4,918.64	5,420.00	5,970.00	6,570.00	7,230.00	7,960.00
Expenses	1,357.26	817.52	860.00	910.00	960.00	1,010.00	1,070.00
Pond Maintenance							
Spray							
Clear							
Burn							
Machine Rental	-						
Spring 22							
Ending Fund Balance	<u>5,430.14</u>	<u>3,873.98</u>	<u>3,293.98</u>	<u>2,398.98</u>	<u>1,153.23</u>	<u>(488.31)</u>	<u>(2,589.92)</u>
Annual Levy Cost to \$250K FMV owner occupied homeowner &	79.32	30.14	41.10	43.16	45.32	47.58	49.96
2021 EAV	10,726,310	10,726,310	10,726,310	10,726,310	10,726,310	10,726,310	10,726,310
Rate	0.0010255	0.0003897	0.0005314	0.0005580	0.000586	0.000615	0.000646

T/M/L

- Expenses Estimated

& - Assumes flat EAV

SSA #15

Lakewood Crossings

		#	#	#	#	#	#
	FY21	FY22	FY23	FY24	FY25	FY26	FY27
Starting Fund Balance	(5,407.20)	6,973.89	19,898.89	19,898.89	19,898.89	19,898.89	19,898.89
Levy	12,481.67	13,125.00	-	-	-	-	-
Percentage Increase		5%	-100%	0%	0%	0%	0%
Interest	9.67	3.10					
Wages & Benefits Expenses	110.25	200.00					
Pond Maintenance							
Spray							
Clear							
Burn							
Machine Rental	-						
Spring 22							
Ending Fund Balance	6,973.89	19,898.89	19,898.89	19,898.89	19,898.89	19,898.89	19,898.89
Annual Levy Cost to \$250K FMV owner occupied homeowner & 2021 EAV	28.44	29.90	-	-	-	-	-
Rate	0.0003676	0.0003866	-	-	-	-	-

T/M/L

- Expenses Estimated

& - Assumes flat EAV

AGENDA SUPPLEMENT

TO: President Reid, Village Board and Village Manager Hedges

FROM: Lori Lyons, Finance Director

FOR: November 18, 2021 Village Board Meeting

RE: Treasurer's Report as of October 31, 2021

Background. The Village Finance Director will supply a monthly treasurer's report for review. Following this agenda supplement is the report for the 6 months ending October 31, 2021 (50.0%).

Analysis. Discussion will be centered around the Village's main operating funds: General Fund (01) and Water Fund (30) and Sewer Fund (31).

The following General Fund revenue accounts are monitored closely to assure we are on track to meet budgetary needs for the fiscal year:

State Municipal Share Revenues

Description	FY22 Budget	Through October 2021	Percent Received
Sales Tax	786,826	550,368	69.9%
Income Tax	678,275	413,884	61.0%
Use Tax	272,166	99,282	36.4%
Video Gaming	106,000	83,598	78.8%

Other Tax & Fee Revenue

Description	FY22 Budget	Through October 2021	Percent Received
Utility Taxes	357,660	191,918	46.3%
Places for Eating	225,000	105,690	46.9%
Building Permits	144,000	73,377	49.0%
Fines, Fees, & Reports	75,000	29,383	39.1%
Towing Fees	15,000	13,250	88.3%
Public Use Transition Fees	43,120	11,767	27.7%

Staff projected and included 55 new home permits in the FY22 budget. As of October 31, seventeen new home permits have been issued (30.9%). There were two new home permits issued in October.

As of October 31, 2021, the Village has received seven distributions of property tax from the Kane County Treasurer's office, and has received 101% of the budget revenue. The County's tax sale occurred earlier month a small, final distribution of property tax is expected to be distributed on November 17.

On a monthly basis, there will be accounts in which expenditures make the percentage expended seem abnormal. These are the account categories for the month of October, 2021:

Description	FY22 Budget	Through October 2021	Percent Expended
Maintenance Building	30,000	27,683	92.2%
Admin Meals & Travel	1,000	867	86.6%
Admin Print/Advertising/Forms	5,100	7,469	142.0%
Admin Capital Outlay	6,825	6,701	98.1%
Admin Computer Software/Lic	10,480	8,405	80.2%
911 Services	102,509	102,509	100.0%
Police Legal Services	12,000	8,641	72.0%
Police Other Prof Services	59,557	43,546	73.1%
Street Division – Maintenance – Equipment	10,000	8,544	85.4%
Street Division – Tree Removal	20,000	15,150	75.7%
Street Capital Outlay	139,513	253,563	181.7%

- *Maintenance Building* – exterior improvements to Village Hall
- *Admin Meals & Travel* – additional meals, conferences, etc.
- *Admin Printing/Advertising/Forms* – additional expenses due to rebranding, newsletter
- *Admin Capital Outlay* – includes boardroom branding which was unbudgeted.
- *Admin Software/License* – annual ERP license fee paid.
- *Police 911 Services* – annual dispatch fee paid to Kane County paid.
- *Police Legal Services* – labor and other legal services required.
- *Police Other Prof Services* – annual licenses fees paid.
- *Street Equipment Maintenance* – equipment repair & maintenance
- *Street Tree Removal* – lots of dangerous trees discovered in the parkway
- *Street Capital Outlay* – cash basis timing & recording due to purchase and financing of the Street Sweeper.

The following water and sewer revenue accounts are monitored closely to assure we are on track to meet budgetary needs for the fiscal year:

Description	FY22 Budget	Through October 2021	Percent Received
Water Sales	1,038,115	563,097	54.2%
Sewerage Service	1,348,429	701,094	52.0%

Much of the variance from month to month in these categories can be attributed to the timing of the Village's bi-monthly billing cycle. At October 31, we remain on track after July reflected revenues below expectation.

As with the General Fund and on a monthly basis, there will be accounts in which expenditures make the percentage expended seem abnormal. These are the account categories for the month of October 2021:

Description	FY22 Budget	Through August 2021	Percent Expended
Water – Maintenance Utility System	117,500	145,317	123.6%
Water Engineering Services	55,000	50,937	92.6%
Water – Other Professional Services	9,765	6,226	63.7%
Sewer Gasoline – Oil	3,000	3,525	117.41%

- *Water Maintenance Utility System* – Includes the installation of an 8” main on Cameron Drive
- *Water Engineering* – Projects related to connecting the north and south water system (corrosion study, preliminary engineering), Risk & Resiliency, Route 72 water main replacement
- *Water – Other Professional Services* – testing of drinking water to IEPA standards
- *Sewer Gasoline – Oil* - purchase of fuel for vehicles was budgeted but periodic machine oil purchase was not

Recommendation. For informational purposes only; no action required.

Village of Hampshire
 Budget Versus Actual Report Overview
 Six Months Ended October 31, 2021

General Fund (01)						% of Budget
6 MONTHS ENDED				2021-2022		
YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET		
Revenue	2,407,457	3,125,297	717,840	30%	4,814,914	65%
Expenditures/Expense	2,411,625	1,996,751	(414,874)	-17%	4,823,246	41%
YTD Surplus/(Deficit)	(4,168)	1,128,546	1,132,714		(8,332)	
Special Revenue Funds						
Revenue	427,460	436,961	9,501	2%	854,915	51%
Expenditures/Expense	735,120	192,553	(542,567)	-74%	1,470,235	13%
YTD Surplus/(Deficit)	(307,660)	244,408	552,068		(615,320)	
Capital Project Funds						
Revenue	607,997	39,978	(568,019)	-93%	1,215,989	3%
Expenditures/Expense	755,100	40,172	(714,928)	-95%	1,510,200	3%
YTD Surplus/(Deficit)	(147,103)	(194)	146,909		(294,211)	
Enterprise Funds						
Revenue	1,924,208	1,961,413	37,205	2%	3,848,858	51%
Expenditures/Expense	2,027,849	1,015,482	(1,012,367)	-50%	4,055,696	25%
YTD Surplus/(Deficit)	(103,641)	945,931	1,049,572		(206,838)	
Total Village						
Revenue	5,367,122	5,563,649	196,527	4%	10,734,676	52%
Expenditures/Expense	5,929,694	3,244,958	(2,684,736)	-45%	11,859,377	27%
YTD Surplus/(Deficit)	(562,572)	2,318,691	2,881,263		(1,124,701)	



Agency Funds						% of Budget
6 MONTHS ENDED				2021-2022		
YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET		
Revenue	720,445	1,231,271	510,826	71%	1,440,888	85%
Expenditures/Expense	740,534	485,030	(255,504)	-35%	1,481,064	33%
YTD Surplus/(Deficit)	(20,089)	746,241	766,330		(40,176)	

Pension Trust Fund						% of Budget
6 MONTHS ENDED				2021-2022		
YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET		
Revenue	385,886	52,219	(333,667)	-86%	771,771	7%
Expenditures/Expense	37,464	92,356	54,892	147%	74,928	123%
YTD Surplus/(Deficit)	348,422	(40,137)	(388,559)		696,843	

Village of Hampshire
 Budget Versus Actual Report - General Fund Summary
 Six Months Ended October 31, 2021

	General Fund Revenues (01)				
	6 MONTHS ENDED				2021-2022
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
GENERAL FUND REVENUE					
Property Tax	667,766	1,119,832	452,066	68%	1,108,223
Intergovernmental	1,060,359	1,283,487	223,128	21%	2,120,719
Service Fees	36,520	40,437	3,917	11%	73,040
Investment Income	2,500	1,407	(1,093)	-44%	5,000
Reimbursable	92,325	85,472	(6,853)	-7%	184,650
Licenses, Fines, Permits, Fees	160,008	152,230	(7,778)	-5%	320,015
Other Income	225,819	442,432	216,613	96%	451,637
Transfers In	275,815	-	(275,815)	-100%	551,630
TOTAL GENERAL FUND REVENUE	2,407,457	3,125,297	717,840	30%	4,814,914

	General Fund Expenses (01)				
	6 MONTHS ENDED				2021-2022
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
GENERAL FUND EXPENSE					
ADMINISTRATION					
Personal Services	293,874	278,223	(15,651)	-5%	587,747
Contractual Services	241,140	179,950	(61,190)	-25%	482,279
Commodities	12,540	13,575	1,035	8%	25,080
Other Expenses	46,339	915	(45,424)	-98%	92,677
Capital Outlay	3,413	6,701	3,288	96%	6,825
Transfers	-	-	-	0%	-
TOTAL ADMINISTRATION	597,304	479,364	(117,940)	-20%	1,194,608

POLICE					
Personal Services	1,086,596	724,837	(361,759)	-33%	2,173,193
Contractual Services	140,423	199,249	58,826	42%	280,846
Commodities	32,050	25,117	(6,933)	-22%	64,100
Capital Outlay	66,160	4,596	(61,564)	-93%	132,320
TOTAL POLICE	1,325,230	953,799	(371,431)	-28%	2,650,459

STREET DEPARTMENT					
Personal Services	238,216	198,888	(39,328)	-17%	476,430
Contractual Services	127,320	81,195	(46,125)	-36%	254,640
Commodities	29,750	24,519	(5,231)	-18%	59,500
Other Expenses	17,891	3,862	(14,029)	-78%	35,782
Capital Outlay	69,757	253,563	183,806	263%	139,513
TOTAL STREET DEPARTMENT	482,933	562,027	79,094	16%	965,865

PLANNING AND ZONING DEPARTMENT					
Personal Services	598	592	(6)	-1%	1,195
TOTAL PLANNING AND ZONING DEPT.	598	592	(6)	-1%	1,195

POLICE COMMISSION					
Personal Services	485	969	484	100%	969
Contractual Services	5,049	-	(5,049)	-100%	10,100
Other Expenses	-	-	-	0%	-
Commodities	25	-	(25)	-100%	50
TOTAL POLICE COMMISSION	5,560	969	(4,591)	-83%	11,119

TOTAL GENERAL FUND EXPENSE	2,411,625	1,996,751	(414,874)	-17%	4,823,246
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YEAR-TO-DATE SURPLUS/(DEFICIT)	(4,168)	1,128,546	1,132,714	-27176%	(8,332)
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Village of Hampshire
 Budget Versus Actual Report - Special Revenue Fund Summary
 Six Months Ended October 31, 2021

	Tax Increment Financing (05)					Hotel/Motel Tax (07)				
	6 MONTHS ENDED		DELTA \$	DELTA %	2021-2022 TOT BUDGET	6 MONTHS ENDED		DELTA \$	DELTA %	2021-2022 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
REVENUE										
Property Tax	26,604	54,181	27,577	104%	53,208	-	-	-	0%	-
Intergovernmental	-	-	-	0%	-	-	-	-	0%	-
Investment Income	5	2	(3)	-60%	10	13	3	(10)	-77%	25
Licenses, Fines, Permits, Fees	-	-	-	0%	-	6,000	16,701	10,701	178%	12,000
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	12,501	-	(12,501)	-100%	25,000	-	-	-	0%	-
TOTAL REVENUE	39,109	54,183	15,074	39%	78,218	6,013	16,704	10,691	178%	12,025
EXPENSE										
Contractual Services	1,250	707	(543)	-43%	2,500	9,500	626	(8,874)	-93%	19,000
Commodities	-	-	-	0%	-	-	-	-	0%	-
Other Expenses	30,552	17,845	(12,707)	-42%	61,103	15,501	35,000	19,499	126%	31,000
TOTAL EXPENSE	31,802	18,552	(13,250)	-42%	63,603	25,000	35,626	10,626	43%	50,000
YEAR-TO-DATE SURPLUS/(DEFICIT)	7,307	35,631	28,324	388%	14,615	(18,987)	(18,922)	65	0%	(37,975)

	Road and Bridge (10)					Motor Fuel Tax (15)				
	6 MONTHS ENDED		DELTA \$	DELTA %	2021-2022 TOT BUDGET	6 MONTHS ENDED		DELTA \$	DELTA %	2021-2022 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
REVENUE										
Property Tax	58,245	117,766	59,521	102%	116,492	-	-	-	0%	-
Intergovernmental	-	-	-	0%	-	204,135	131,071	(73,064)	-36%	408,269
Investment Income	3	4	1	33%	5	420	106	(314)	-75%	840
Licenses, Fines, Permits, Fees	-	-	-	0%	-	-	-	-	0%	-
Other Income	-	-	-	0%	-	91,656	61,104	(30,552)	-33%	183,312
TOTAL REVENUE	58,249	117,770	59,521	102%	116,497	296,211	192,281	(103,930)	-35%	592,421
EXPENSE										
Contractual Services	125,037	75,343	(49,694)	-40%	250,074	162,318	-	(162,318)	-100%	324,635
Commodities	-	-	-	0%	-	125,000	40,275	(84,725)	-68%	250,000
Other Expenses	-	-	-	0%	-	238,215	-	(238,215)	-100%	476,430
TOTAL EXPENSE	125,037	75,343	(49,694)	-40%	250,074	525,533	40,275	(485,258)	-92%	1,051,065
YEAR-TO-DATE SURPLUS/(DEFICIT)	(66,788)	42,427	109,215	-164%	(133,577)	(229,322)	152,006	381,328	-166%	(458,644)

	SSA #2-26 (52)					Total Special Revenue Funds				
	6 MONTHS ENDED		DELTA \$	DELTA %	2021-2022 TOT BUDGET	6 MONTHS ENDED		DELTA \$	DELTA %	2021-2022 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
REVENUE										
Property Tax	27,840	56,004	28,164	101%	55,679	112,689	227,951	115,262	102%	225,379
Intergovernmental	-	-	-	0%	-	204,135	131,071	(73,064)	-36%	408,269
Investment Income	38	19	(19)	-50%	75	479	134	(345)	-72%	955
Licenses, Fines, Permits, Fees	-	-	-	0%	-	6,000	16,701	10,701	178%	12,000
Other Income	-	-	-	0%	-	91,656	61,104	(30,552)	-33%	183,312
Transfers	-	-	-	0%	-	12,501	-	(12,501)	-100%	25,000
TOTAL REVENUE	27,877	56,023	28,146	101%	55,754	427,460	436,961	9,501	2%	854,915
EXPENSE										
Personal Services	9,375	15,359	5,984	64%	18,750	9,375	15,359	5,984	64%	18,750
Contractual Services	-	-	-	0%	-	298,105	76,676	(221,429)	-74%	596,209
Commodities	-	-	-	0%	-	125,000	40,275	(84,725)	-68%	250,000
Other Expenses	18,372	7,398	(10,974)	-60%	36,743	302,640	60,243	(242,397)	-80%	605,276
TOTAL EXPENSE	27,747	22,757	(4,990)	-18%	55,493	735,120	192,553	(542,567)	-74%	1,470,235
YEAR-TO-DATE SURPLUS/(DEFICIT)	130	33,266	33,136	25489%	261	(307,660)	244,408	552,068	-179%	(615,320)

Village of Hampshire
 Budget Versus Actual Report - Capital Project Fund Summary
 Six Months Ended October 31, 2021

	Equipment Replacement (03)					Capital Improvement (04)				
	6 MONTHS ENDED				2021-2022 TOT BUDGET	6 MONTHS ENDED				2021-2022 TOT BUDGET
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %		YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	
REVENUE										
Investment Income	8	10	2	25%	15	10	2	(8)	-80%	20
Licenses, Fines, Permits, Fees	-	-	-	0%	-	-	-	-	0%	-
Grant Income	-	-	-	0%	-	515,218	-	(515,218)	-100%	1,030,435
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfer from Capital Improv.	15,000	-	(15,000)	-100%	30,000	-	-	-	0%	-
TOTAL REVENUE	15,008	10	(14,998)	-100%	30,015	515,228	2	(515,226)	-100%	1,030,455

EXPENSE										
Contractual Services	-	-	-	0%	-	-	180	180	100%	-
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	70,000	-	(70,000)	-100%	140,000	530,500	39,992	(490,508)	-92%	1,061,000
Transfer to General Fund	-	-	-	0%	-	-	-	-	0%	-
TOTAL EXPENSE	70,000	-	(70,000)	-100%	140,000	530,500	40,172	(490,328)	-92%	1,061,000

YEAR-TO-DATE SURPLUS/(DEFICIT)	(54,992)	10	55,002	-100%	(109,985)	(15,272)	(40,170)	(24,898)	163%	(30,545)
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	Public Use Fees (06)					Capital Projects/Debt Service (33)				
	6 MONTHS ENDED				2021-2022 TOT BUDGET	6 MONTHS ENDED				2021-2022 TOT BUDGET
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %		YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	
REVENUE										
Investment Income	50	40	(10)	-20%	100	-	10	10	100%	-
Licenses, Fines, Permits, Fees	19,581	12,104	(7,477)	-38%	39,160	-	-	-	0%	-
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	-	-	-	0%	-	13,140	-	(13,140)	-100%	26,279
TOTAL REVENUE	19,630	12,144	(7,486)	-38%	39,260	13,140	10	(13,130)	-100%	26,279

EXPENSE										
Contractual Services	34,500	-	(34,500)	-100%	69,000	-	-	-	0%	-
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	-	-	-	0%	-	-	-	-	0%	-
Transfers Out	12,500	-	(12,500)	-100%	25,000	70,000	-	(70,000)	-100%	140,000
TOTAL EXPENSE	47,000	-	(47,000)	-100%	94,000	70,000	-	(70,000)	-100%	140,000

YEAR-TO-DATE SURPLUS/(DEFICIT)	(27,370)	12,144	39,514	-144%	(54,740)	(56,860)	10	56,870	-100%	(113,721)
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	Transportation Impact Fees (64)					Early Warning (65)				
	6 MONTHS ENDED				2021-2022 TOT BUDGET	6 MONTHS ENDED				2021-2022 TOT BUDGET
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %		YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	
REVENUE										
Investment Income	-	-	-	0%	-	-	-	-	0%	-
Licenses, Fines, Permits, Fees	44,990	27,812	(17,178)	-38%	89,980	-	-	-	0%	-
Other Income	-	-	-	0%	-	-	-	-	0%	-
TOTAL REVENUE	44,990	27,812	(17,178)	-38%	89,980	-	-	-	0%	-

EXPENSE										
Contractual Services	-	-	-	0%	-	-	-	-	0%	-
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	-	-	-	0%	-	-	-	-	0%	-
Transfer to General	37,600	-	(37,600)	-100%	75,200	-	-	-	0%	-
TOTAL EXPENSE	37,600	-	(37,600)	-100%	75,200	-	-	-	0%	-

YEAR-TO-DATE SURPLUS/(DEFICIT)	7,390	27,812	20,422	276%	14,780	-	-	-	0%	-
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	Capital Improvement (70)					Total Capital Project Funds				
	6 MONTHS ENDED				2021-2022 TOT BUDGET	6 MONTHS ENDED				2021-2022 TOT BUDGET
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %		YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	
REVENUE										
Investment Income	-	-	-	0%	-	68	62	(6)	-9%	135
Licenses, Fines, Permits, Fees	-	-	-	0%	-	64,571	39,916	(24,655)	-38%	129,140
Grant Income	-	-	-	0%	-	515,218	-	(515,218)	-100%	1,030,435
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	-	-	-	0%	-	28,140	-	(28,140)	-100%	56,279
TOTAL REVENUE	-	-	-	0%	-	607,997	39,978	(568,019)	-93%	1,215,989

EXPENSE										
Contractual Services	-	-	-	0%	-	34,500	180	(34,320)	-99%	69,000
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	-	-	-	0%	-	600,500	39,992	(560,508)	-93%	1,201,000
Transfers	-	-	-	0%	-	120,100	-	(120,100)	-100%	240,200
TOTAL EXPENSE	-	-	-	0%	-	755,100	40,172	(714,928)	-95%	1,510,200

YEAR-TO-DATE SURPLUS/(DEFICIT)	-	-	-	0%	-	(147,103)	(194)	146,909	-100%	(294,211)
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Village of Hampshire
 Budget Versus Actual Report - Enterprise Fund Summary
 Six Months Ended October 31, 2021

	ARRA Loan Debt Serv Fund (28)					Garbage (29)				
	6 MONTHS ENDED		DELTA \$	DELTA %	2021-2022 TOT BUDGET	6 MONTHS ENDED		DELTA \$	DELTA %	2021-2022 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
REVENUE										
Service Fees	172,186	147,616	(24,570)	-14%	344,372	437,000	280,070	(156,930)	-36%	874,000
Investment Income	-	-	-	0%	-	-	-	-	0%	-
Licenses, Fines, Permits, Fees	1,111	2,030	919	83%	2,667	6,102	6,506	404	7%	12,203
Other Income	-	-	-	0%	-	-	-	-	0%	-
TOTAL REVENUE	173,520	149,646	(23,874)	-14%	347,039	443,102	286,576	(156,526)	-35%	886,203
EXPENSE										
Personal Services	-	-	-	0%	-	-	-	-	0%	-
Contractual Services	-	-	-	0%	-	437,200	278,604	(158,596)	-36%	874,400
Commodities	-	-	-	0%	-	-	22	22	100%	-
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	-	-	-	0%	-	-	-	-	0%	-
Transfers	282,259	-	(282,259)	-100%	564,518	5,900	4,917	(983)	-17%	11,800
TOTAL EXPENSE	282,259	-	(282,259)	-100%	564,518	443,100	283,543	(159,557)	-36%	886,200
YEAR-TO-DATE SURPLUS/(DEFICIT)	(108,739)	149,646	258,385	-238%	(217,479)	2	3,033	3,031	15150%	3

	Water (30)					Sewer (31)				
	6 MONTHS ENDED		DELTA \$	DELTA %	2021-2022 TOT BUDGET	6 MONTHS ENDED		DELTA \$	DELTA %	2021-2022 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
REVENUE										
Service Fees	519,059	474,072	(44,987)	-9%	1,038,115	674,215	596,974	(77,241)	-11%	1,348,429
Investment Income	5	2	(3)	-60%	10	-	-	-	0%	-
Licenses, Fines, Permits, Fees	16,508	20,238	3,730	23%	33,015	25,394	8,987	(16,407)	-65%	50,787
Other Income	70,125	-	(70,125)	-100%	140,250	-	-	-	0%	-
GO Bond/Loan Proceeds	-	-	-	0%	-	-	-	-	0%	-
TOTAL REVENUE	605,695	494,312	(111,383)	-18%	1,211,390	699,608	605,961	(93,647)	-13%	1,399,216
EXPENSE										
Personal Services	120,564	95,986	(24,578)	-20%	241,128	122,359	92,661	(29,698)	-24%	244,718
Contractual Services	319,796	167,776	(152,020)	-48%	639,591	308,003	96,690	(211,313)	-69%	616,006
Commodities	73,000	48,542	(24,458)	-34%	146,000	56,295	37,319	(18,976)	-34%	112,590
Other Expenses	58,479	17,818	(40,661)	-70%	116,957	172,014	163,078	(8,936)	-5%	344,028
Capital Outlay	60,980	12,069	(48,911)	-80%	121,960	11,000	-	(11,000)	-100%	22,000
Bond Issuance and Escrow Agent Costs	-	-	-	0%	-	-	-	-	0%	-
TOTAL EXPENSE	632,818	342,191	(290,627)	-46%	1,265,636	669,671	389,748	(279,923)	-42%	1,339,342
YEAR-TO-DATE SURPLUS/(DEFICIT)	(27,123)	152,121	179,244	-661%	(54,246)	29,937	216,213	186,276	622%	59,874

	Water Construction (34)					Total Enterprise Funds				
	6 MONTHS ENDED		DELTA \$	DELTA %	2021-2022 TOT BUDGET	6 MONTHS ENDED		DELTA \$	DELTA %	2021-2022 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
REVENUE										
Service Fees	-	-	-	0%	-	1,802,460	1,498,732	(303,728)	-17%	3,604,916
Investment Income	3	24	21	700%	-	8	26	18	225%	10
Licenses, Fines, Permits, Fees	2,500	-	(2,500)	-100%	5,000	51,615	37,761	(13,854)	-27%	103,672
Other Income	-	-	-	0%	10	70,125	-	(70,125)	-100%	140,260
Grant Income	-	424,894	424,894	100%	-	-	424,894	424,894	100%	-
GO Bond/Loan Proceeds	-	-	-	0%	-	-	-	-	0%	-
TOTAL REVENUE	2,505	424,918	422,413	16863%	5,010	1,924,208	1,961,413	37,205	2%	3,848,858
EXPENSE										
Personal Services	-	-	-	0%	-	242,923	188,647	(54,276)	-22%	485,846
Contractual Services	-	-	-	0%	-	1,064,999	543,070	(521,929)	-49%	2,129,997
Commodities	-	-	-	0%	-	129,295	85,883	(43,412)	-34%	258,590
Other Expenses	-	-	-	0%	-	230,493	180,896	(49,597)	-22%	460,985
Capital Outlay	-	-	-	0%	-	71,980	12,069	(59,911)	-83%	143,960
Transfers	-	-	-	0%	-	288,159	4,917	(283,242)	-98%	576,318
Bond Issuance and Escrow Agent Costs	-	-	-	0%	-	-	-	-	0%	-
TOTAL EXPENSE	-	-	-	0%	-	2,027,849	1,015,482	(1,012,367)	-50%	4,055,696
YEAR-TO-DATE SURPLUS/(DEFICIT)	2,505	424,918	422,413	16863%	5,010	(103,641)	945,931	1,049,572	-1013%	(206,838)

Village of Hampshire
 Budget Versus Actual Report - Agency Fund Summary
 Six Months Ended October 31, 2021

	SSA#14 B&I (43)					SSA#13 B&I (45)				
	6 MONTHS ENDED		2021-2022			6 MONTHS ENDED		2021-2022		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Property Tax	384,009	766,968	382,959	100%	768,018	190,385	377,329	186,944	98%	380,770
Investment Income	2,000	40	(1,960)	-98%	4,000	-	93	93	100%	-
Licenses, Fines, Permits, Fees	-	-	-	0%	-	-	-	-	0%	-
Other Income	-	-	-	0%	-	-	-	-	0%	-
TOTAL REVENUE	386,009	767,008	380,999	99%	772,018	190,385	377,422	187,037	98%	380,770
EXPENSE										
Other Expenses	406,471	189,948	(216,523)	-53%	812,942	190,011	94,011	(96,000)	-51%	380,022
TOTAL EXPENSE	406,471	189,948	(216,523)	-53%	812,942	190,011	94,011	(96,000)	-51%	380,022
YEAR-TO-DATE SURPLUS/(DEFICIT)	(20,462)	577,060	597,522	-2920%	(40,924)	374	283,411	283,037	75678%	748

	School Impact Fees (60)					Library Impact Fees (61)				
	6 MONTHS ENDED		2021-2022			6 MONTHS ENDED		2021-2022		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Property Tax	-	-	-	0%	-	-	-	-	0%	-
Investment Income	3	4	1	33%	5	8	18	10	125%	15
Licenses, Fines, Permits, Fees	100,091	60,721	(39,370)	-39%	200,182	7,219	4,427	(2,792)	-39%	14,438
TOTAL REVENUE	100,094	60,725	(39,370)	-39%	200,187	7,227	4,445	(2,782)	-38%	14,453
EXPENSE										
Other Expenses	100,094	136,704	36,610	37%	200,187	7,227	6,538	(689)	-10%	14,453
TOTAL EXPENSE	100,094	136,704	36,610	37%	200,187	7,227	6,538	(689)	-10%	14,453
YEAR-TO-DATE SURPLUS/(DEFICIT)	-	(75,979)	(75,979)	-100%	-	-	(2,093)	(2,093)	-100%	-

	Parks Impact Fees (62)					Fire Impact Fees (63)				
	6 MONTHS ENDED		2021-2022			6 MONTHS ENDED		2021-2022		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Investment Income	3	1	(2)	-67%	5	3	5	2	67%	5
Licenses, Fines, Permits, Fees	9,100	5,519	(3,581)	-39%	18,199	26,247	15,294	(10,953)	-42%	52,496
TOTAL REVENUE	9,102	5,520	(3,582)	-39%	18,204	26,251	15,299	(10,952)	-42%	52,501
EXPENSE										
Other Expenses	9,102	19,159	10,057	110%	18,204	26,251	38,670	12,419	47%	52,501
TOTAL EXPENSE	9,102	19,159	10,057	110%	18,204	26,251	38,670	12,419	47%	52,501
YEAR-TO-DATE SURPLUS/(DEFICIT)	-	(13,639)	(13,639)	-100%	-	-	(23,371)	(23,371)	-100%	-

	Cemetery Impact Fees (66)					Total Agency Funds				
	6 MONTHS ENDED		2021-2022			6 MONTHS ENDED		2021-2022		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Property Tax	-	-	-	0%	-	574,394	1,144,297	569,903	99%	1,148,788
Investment Income	3	2	(1)	-33%	5	2,020	163	(1,857)	-92%	4,035
Licenses, Fines, Permits, Fees	1,374	850	(524)	-38%	2,750	144,031	86,811	(57,220)	-40%	288,065
TOTAL REVENUE	1,378	852	(526)	-38%	2,755	720,445	1,231,271	510,826	71%	1,440,888
EXPENSE										
Other Expenses	1,378	-	(1,378)	-100%	2,755	740,534	485,030	(255,504)	-35%	1,481,064
TOTAL EXPENSE	1,378	-	(1,378)	-100%	2,755	740,534	485,030	(255,504)	-35%	1,481,064
YEAR-TO-DATE SURPLUS/(DEFICIT)	-	852	852	100%	-	(20,089)	746,241	766,330	-3815%	(40,176)

Village of Hampshire
 Budget Versus Actual Report - Pension Trust Summary
 Six Months Ended October 31, 2021

	Pension Trust Fund Revenues (90)				
	6 MONTHS ENDED				2021-2022
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE					
Investment Income	6,600	1,056	(5,544)	-84%	13,200
Member Contributions	55,410	51,163	(4,247)	-8%	110,819
Employer Contributions	323,876	-	(323,876)	-100%	647,752
Miscellaneous Income	-	-	-	0%	-
TOTAL REVENUE	385,886	52,219	(333,667)	-86%	771,771
	Pension Trust Fund Expenses (90)				
	6 MONTHS ENDED				2021-2022
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
EXPENSE					
Pension Payments	16,950	16,780	(170)	-1%	33,900
Refund of Contributions	9,464	74,321	64,857	685%	18,928
Contractual Services	10,000	800	(9,200)	-92%	20,000
Other Expenses	1,050	455	(595)	-57%	2,100
TOTAL EXPENSE	37,464	92,356	54,892	147%	74,928
YEAR-TO-DATE SURPLUS/(DEFICIT)	348,422	(40,137)	(388,559)	-112%	696,843

HAMPSHIRE IL POLICE DEPARTMENT

215 INDUSTRIAL DRIVE UNIT D
HAMPSHIRE IL 60140

Date : 11/12/2021
Page : 1
Agency : HPD

Incident Primary Offense Totals

10/01/2021 to 10/31/2021

Offense	Total Incidents
625-5/6-303 Driving While Driver's License,...	3
720-5/11-20.1 Child Pornography	1
720-5/12-3 Battery	1
720-5/12-3.2 Domestic Battery	2
720-5/19-1(a) Burglary - Building	1
720-5/21-1(a) Criminal Damage to Property	2
720-5/21-1.3 Criminal Defacement of Property	1
720-5/26-1(a)(1) Disorderly Conduct - Actions...	1
Accident (Info Only) Accident Report (Private...	3
Accident PDO Accident (Info Only)	2
Alarm Activation Alarm Activation	9
Animal Complaint Animal Complaint	6
Assist Another Dept Assist Another Dept	10
Assist Citizen Assist Citizen	18
Assist Fire Dept Assist Fire Dept	3
Assist Kane County Assist Kane County	9
Attempt to Locate Attempt to Locate	1
Check Welfare Check Welfare	5
Civil Complaint Civil Complaint	1
Custody Dispute Custody Dispute	1
Disturbance Disturbance	4
Domestic - Verbal Domestic Disturbance	8
Juvn. Complt - info Juvenile Complaint...	1
Lost/Found Articles Lost/Found Articles	1
ORD Ordinance Violation	4
Parking Complaint Parking Complaint	1
Suicidal Subject Suicidal Subject	2
Susp Circumstances Suspicious Circumstances	4
Village Ord 2-12-1d2 Junk Vehicles	3
Grand Total	108

**HAMPSHIRE IL
POLICE DEPARTMENT**

215 INDUSTRIAL DRIVE UNIT D
HAMPSHIRE IL 60140

Date : 11/12/2021
Page : 1
Agency : HPD

Calls For Service Totals By Call Type

10/01/2021 to 10/31/2021

Call Type	Totals
3000 Fireworks	1
415 Disturbance	1
4710 Suspicious Circumstances	1
6043 Info-Police	1
6513 Motorist Assist	10
6519 Abandoned Auto	1
7709 Domestic - Other	1
9001 Assist Fire Department	3
9033 Assist Citizen	10
9083 Assist Ambulance	6
9101 Suspicious Auto	4
9103 Suspicious Person	2
9116 Mini Bike Complaints	1
9121 Assist Ambulance	1
9122 Assist Fire Department	2
9125 Animal Complaint	2
9150 Assist Other Department	3
9175 Supplemental Reports	1
9360 Civil Dispute	1
9369 Noise Complaint - Non Animal	3
9911 911 Hang-Up Investigation	4
ADMIN Sex Offender registration	2
CW Check Welfare	4
DRV COMP Driving Complaint	4
PARK COM Parking Complaint	1
Grand Total for all calls	70

HAMPSHIRE IL POLICE DEPARTMENT

215 INDUSTRIAL DRIVE UNIT D
HAMPSHIRE IL 60140

Date : 11/12/2021
Page : 1
Agency : HPD

Citation Totals By Violation

10/01/2021 to 10/31/2021

Violation	Total
625 ILCS 5/3-401 No Valid Registration	1
625 ILCS 5/11-1002 Fail to Yield-Ped in Crosswalk-Scho	1
625 ILCS 5/11-1204 Disobeyed stop sign	9
625 ILCS 5/11-601- Failure to reduce speed to avoid an	3
625 ILCS 5/11-608 Speed limit on elevated structure	2
625 ILCS 5/11-801 Improper turn	1
625 ILCS 5/12-201b Only one red tail light	7
625 ILCS 5/12-201c No rear registration plate light	1
625 ILCS 5/12-205. No lights when required-specific ve	1
625 ILCS 5/12-211 Improper Lighting-one headlamp	4
625 ILCS 5/12-610. use of electronic device while driv	1
625 ILCS 5/3-401 No Valid Registration	1
625 ILCS 5/3-401d2 Overweight on Registration	1
625 ILCS 5/3-413 F Operation of Vehicle displaying	4
625 ILCS 5/413 B Improper Display Lic Plate/plastic	6
625 ILCS 5/6-112 Drivers license not on person	1
625-5/11-601(b) Speeding - Over Statutory Limit	56
625-5/11-709 Improper Lane Usage	6
625-5/3-707(a) Operation of Uninsured Motor Vehicl	4
625-5/6-303 Driving While Driver's License, Per	3
Parking Violation Village Parking Ticket	5
Village Ord 4-9-2(Illegal Possession of Electronic Ci	1
Village Ord. 2-10- Truancy	1
Village Ord. 2-23- Poss cann-not more than 10 grams	1
Grand Total	121



To: Village President and Board of Trustees

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

Date: November 15, 2021

Re: Monthly Engineering Update

EEI Job #: HA2100

All:

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

Village Projects

- Connection Water Main
 - ✓ IEPA permit received, and corrosion control study approved
 - ✓ Easement acquisition in process
 - ✓ KDOT permit in process
 - ✓ Bidding January 2022

- Route 72 and State Street Village Utilities
 - ✓ Delayed to Spring of 2022

- Route 72 Water Main Repair
 - ✓ Preconstruction Meeting 11/17
 - ✓ Construction start 11/22

- Risk and Resiliency Assessment and Emergency Response Plan (RRA/ERP)
 - ✓ ERP work ongoing

- Central Business District Streetscape Improvements
 - ✓ Project to be re-bid early 2022

- Julie Lane Resurfacing
 - ✓ Construction complete



Development Projects

- D300 Elementary School at Oakstead
 - ✓ Construction Ongoing
 - Building Construction
- Prairie Ridge K&L
 - ✓ Utility and Roadway construction complete
- Tamms Farm
 - ✓ Utility construction ongoing
 - ✓ Roads to be constructed in northern section this fall
- Stanley North – Self Storage
 - ✓ Grading permit
 - ✓ Final Engineering resubmittal reviewed
 - ✓ Plat of Subdivision requires Village approval
- Brier Hill Ventures/Midwest
 - ✓ Grading and stormwater permit issued
 - ✓ Detention basin constructed
- Freight Union (Lot 9 Hampshire Woods)
 - ✓ Waiting on construction bond
- Love's/Metrix
 - ✓ Working with developers to complete punch lists
- Hampshire Corporate Center – RV Storage Addition
 - ✓ Working on project closeout
 - ✓ Review letter issued for site plan for additional storage buildings

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

Pc: Jay Hedges, Village Manager

VILLAGE OF HAMPSHIRE

Accounts Payable

November 18, 2021

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

Total: \$252,078.47

To be paid on or before
November 24, 2021

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

VILLAGE OF HAMPSHIRE

Accounts Payable

November 4, 2021

The President and Board of Trustees of the Village of Hampshire
Recommends the following **Employee and/or Elected Official Andrew Kabisa, Cody Grindley, Doug Brox, and Lori Lyons**
Warrant in the amount of

Total: \$241.30

To be paid on or before
November 24, 2021

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

DATE: 11/16/21
TIME: 14:44:46
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 01/31/2022

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

AAPC	ALLIED ASPHALT PAVING COMPANY							
239146	11/02/21	01	ASPHALT	010030024130			12/02/21	291.84
							INVOICE TOTAL:	291.84
							VENDOR TOTAL:	291.84
ACEGE	TOBINSON'S ACE HARDWARE #03999							
108034/1	10/29/21	01	PVC	010030024100			11/29/21	15.12
							INVOICE TOTAL:	15.12
108076/1	11/01/21	01	2" COUPLER	010030034680			12/01/21	4.17
							INVOICE TOTAL:	4.17
108083/1	11/02/21	01	BATHROOM SUPPLIES	010030024100			12/02/21	19.44
							INVOICE TOTAL:	19.44
108094/1	11/02/21	01	EYE WASH STATION	010030024100			12/02/21	46.11
							INVOICE TOTAL:	46.11
108120/1	11/04/21	01	SAND SPONGE	010030034680			12/04/21	37.56
							INVOICE TOTAL:	37.56
							VENDOR TOTAL:	122.40
AMBU	AMAZON CAPITAL SERVICES							
11FT-YWVF-97QN	11/10/21	01	COTS FOR WINTER	010030034680			12/10/21	358.00
							INVOICE TOTAL:	358.00
							VENDOR TOTAL:	358.00
ANKA	ANDREW KABISA							
110421	11/04/21	01	BOOTS REIMBURSEMENT	010030034690			12/04/21	149.99
							INVOICE TOTAL:	149.99
							VENDOR TOTAL:	149.99
AXON	AXON ENTERPRISE, INC							

DATE: 11/16/21
 TIME: 14:44:46
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 01/31/2022

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

AXON	AXON ENTERPRISE, INC							
INUS027371	11/04/21	01	UNIFORM	010020034690			12/04/21	341.72
							INVOICE TOTAL:	341.72
							VENDOR TOTAL:	341.72
BLCR	HEALTH CARE SERVICES CORP							
101621	10/16/21	01	ADM	010010014033			11/01/21	5,036.36
		02	PD	010020014031				21,693.93
		03	STREETS	010030014031				3,986.12
		04	SEWER	310010014031				4,550.35
		05	WATER	300010014031				3,286.12
							INVOICE TOTAL:	38,552.88
							VENDOR TOTAL:	38,552.88
BPCI	BENEFIT PLANNING CONSULTANTS,							
BPCI00270135	11/12/21	01	MONTHLY FLEX AND COBRA	010010024380			12/21/21	118.75
							INVOICE TOTAL:	118.75
							VENDOR TOTAL:	118.75
BUBR	BUCK BROTHERS, INC.							
320416	11/09/21	01	MOWER	520010024999			12/09/21	111.84
							INVOICE TOTAL:	111.84
							VENDOR TOTAL:	111.84
CAON	CALL ONE							
465937	11/15/21	01	1126416	010010024230			12/01/21	399.56
		02	1126417	300010024230				125.34
		03	1126418	010030024230				125.34
		04	1126419	310010024230				373.28
		05	1126420	010030024230				185.73
		06	1126422	010020024230				326.05
							INVOICE TOTAL:	1,535.30
							VENDOR TOTAL:	1,535.30

DATE: 11/16/21
 TIME: 14:44:46
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 01/31/2022

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

CASE	CARDMEMBER SERVICE							
110321	11/03/21	01	LL WHITE AND ORANGE LABELS	010010034650			12/01/21	85.46
		02	LL ADOBE	010010034650				15.93
		03	JH ADOBE	010010034650				22.30
		04	JH VILLAGE BOARD NAME TAGS	010010034650				84.23
								INVOICE TOTAL: 207.92
								VENDOR TOTAL: 207.92
COGR	CODY GRINDLEY							
110321	11/03/21	01	PHONE STIPEND	010020024230			12/03/21	40.00
								INVOICE TOTAL: 40.00
								VENDOR TOTAL: 40.00
COMA	CORE & MAIN LP							
P900978	11/05/21	01	HYDRANT PARTS	300010054980			12/05/21	1,872.82
								INVOICE TOTAL: 1,872.82
P901078	11/08/21	01	HYDRANT PARTS	300010054980			12/08/21	46.27
								INVOICE TOTAL: 46.27
								VENDOR TOTAL: 1,919.09
COMED	COMED							
2522108141 - 110221	11/02/21	01	2522108141	310010024260			01/03/22	74.92
								INVOICE TOTAL: 74.92
								VENDOR TOTAL: 74.92
COUNSCDI	COMMUNITY UNIT SCHOOL DIST 300							
111421	11/14/21	01	DISBURSEMENT OF TRANSITION FEE	600010044800			12/14/21	7,143.64
								INVOICE TOTAL: 7,143.64
								VENDOR TOTAL: 7,143.64
DELA	DEKALB LAWN & EQUIPMENT							

DATE: 11/16/21
 TIME: 14:44:46
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 01/31/2022

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

DELA	DEKALB LAWN & EQUIPMENT							
WO 79691	10/06/21	01	MOWER REPAIR	300010024150			11/06/21	222.08
							INVOICE TOTAL:	222.08
							VENDOR TOTAL:	222.08
DOBR	DOUG BROX							
110321	11/03/21	01	PHONE STIPEND	010020024230			12/03/21	40.00
							INVOICE TOTAL:	40.00
							VENDOR TOTAL:	40.00
DYEN	DYNEGY ENERGY SERVICES							
101221	10/12/21	01	386293321101	010030024260			12/13/21	80.55
		02	386293521101	010030024260				30.72
		03	386294021101	010030024260				1,018.14
		04	386293221101	010030024260				57.60
		05	386293821101	010030024260				41.49
		06	386293621101	010030024260				52.74
		07	386293021101	010030024260				9.78
		08	386292921101	010030024260				69.68
		09	386293921101	010030024260				153.49
		10	386299721101	310010024260				87.86
		11	386300521101	300010024260				438.87
		12	386300121101	300010024260				74.10
		13	386299921101	300010024260				27.83
		14	386293721101	300010024260				68.34
		15	386300221101	300010024260				331.49
		16	386299621101	310010024260				266.32
		17	386300021101	300010024260				37.47
		18	386299821101	310010024260				75.55
		19	386300421101	310010024260				147.39
		20	386300321101	310010024260				137.34
		21	386299521101	300010024260				1,808.78
		22	386293421101	300010024260				1,736.67
							INVOICE TOTAL:	6,752.20
							VENDOR TOTAL:	6,752.20

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EEI	ENGINEERING ENTERPRISES, INC.							
110921	11/09/21	01	HA1604 LOVE'S 72763	010000002072			12/09/21	492.50
		02	HA0611 PRAIRIE RIDGE 72762	010000002111				6,341.00
		03	HA1814 METRIX 72764	010000002109				492.50
		04	HA1823 HAMPSHIRE WOODS 72765	010000002137				547.50
		05	HA1829 CONNRCT WTR MAIN 72766	300010024360				4,294.00
		06	HA2011 RISK/RESILIENCY 72767	300010024360				2,052.00
		07	HA2019 OAKSTEAD 72769	010000002086				443.25
		08	HA2020 OAKSTEAD 72770	010000002212				2,276.50
		09	HA2024 RT 72 MAIN REPLMT 72771	300010024360				6,818.00
		10	HA2025 N.STATE RESURFACE 72772	640010044357				80.00
		11	HA2026 BRIER HILL VENT 72773	010000002213				4,252.75
		12	HA2100 VOH GEN ENG 72774	010010024360				895.75
		13	HA2101 VOH GEN ENG WTR 72775	300010024360				308.75
		14	HA2103 PRI UTLTY PERMT 72776	010010024360				909.25
		15	HA2104 HAMPSHIRE WOODS 72777	010000002178				3,000.25
		16	HA2107 JULIE RESURFACE 72778	100010024360				8,106.50
		17	HA2110 TAMMS FARM 72779	010000002186				19,029.68
		18	HA2115 VILLAGE ENG SER 72780	010010024360				1,000.00
		19	HA2018 CORROSION STUDY 72768	300010024360				197.00
							INVOICE TOTAL:	61,537.18
							VENDOR TOTAL:	61,537.18
EKLC	ELGIN KEY & LOCK CO., INC.							
211725	11/09/21	01	PADLOCK KEYS	300010034670			12/09/21	331.54
							INVOICE TOTAL:	331.54
							VENDOR TOTAL:	331.54
ELLA	ELLA JOHNSON LIBRARY							
111821	11/18/21	01	DISBURSEMENT OF TRANSITION FEE	610010044800			12/18/21	220.80
							INVOICE TOTAL:	220.80
							VENDOR TOTAL:	220.80
ENFM	ENTERPRISE FM TRUST							

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ENFM	ENTERPRISE FM TRUST							
FBN4332478	11/04/21	01	PD	010020024380			11/20/21	100.00
		02	STREETS	010030024380				131.94
		03	WATER	300010024380				21.94
		04	SEWER	310010024380				31.93
							INVOICE TOTAL:	285.81
							VENDOR TOTAL:	285.81
FLBR	FLOOD BROTHERS							
110121	11/01/21	01	NOV 21 REFUSE SERVICE	290010024330			11/23/21	51,900.95
							INVOICE TOTAL:	51,900.95
							VENDOR TOTAL:	51,900.95
FLRO	FLOOD'S ROYAL FLUSH							
I10801	10/27/21	01	PORTA POTTY	010030024280			10/27/21	300.00
							INVOICE TOTAL:	300.00
							VENDOR TOTAL:	300.00
GALL	GALLS LLC							
019545007	10/18/21	01	UNIFORM	010020034690			11/17/21	34.75
							INVOICE TOTAL:	34.75
019623434	10/27/21	01	UNIFORM	010020034690			11/26/21	134.99
							INVOICE TOTAL:	134.99
							VENDOR TOTAL:	169.74
HAAUPA	HAMPSHIRE AUTO PARTS							
604955	10/29/21	01	PAINT	010030024110			11/29/21	33.23
							INVOICE TOTAL:	33.23
605163	11/01/21	01	BATTERY	310010034670			12/01/21	155.99
							INVOICE TOTAL:	155.99

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HAAUPA	HAMPSHIRE AUTO PARTS							
605164	11/01/21	01	HYDRAULIC OIL AND FILTER	310010034670			12/01/21	96.18
							INVOICE TOTAL:	96.18
605209	11/01/21	01	REAR WINDOW DEFOGGER KIT	010030024110			12/01/21	13.01
							INVOICE TOTAL:	13.01
605231	11/02/21	01	BACKUP ALARMS	010030024110			12/02/21	85.36
							INVOICE TOTAL:	85.36
605265	11/02/21	01	DRAWBOXMTS	310010034670			12/01/21	199.98
							INVOICE TOTAL:	199.98
605427	11/03/21	01	SEAL TRAILER	010030024120			12/03/21	47.56
							INVOICE TOTAL:	47.56
605457	11/04/21	01	BRAKE PARTS CLEANER	010030034670			12/04/21	66.96
							INVOICE TOTAL:	66.96
605488	11/04/21	01	WHEEL BEARINGS TRAILER	010030024120			12/04/21	58.82
							INVOICE TOTAL:	58.82
605590	11/05/21	01	LAMP FOR TRAILER	010030024120			12/05/21	1.47
							INVOICE TOTAL:	1.47
605951	11/09/21	01	WIPER BLADES	010030024110			12/09/21	195.80
							INVOICE TOTAL:	195.80
605973	11/09/21	01	SUPPLIES FOR FLUID FILM	010030034680			12/09/21	22.38
							INVOICE TOTAL:	22.38
							VENDOR TOTAL:	976.74
HAFD HAMPSHIRE FIRE PROTECTION								
111421	11/14/21	01	DISTRIBUTION OF TRANSITION FEE	630010044800			12/14/21	1,459.24
							INVOICE TOTAL:	1,459.24
							VENDOR TOTAL:	1,459.24

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HAPD	HAMPSHIRE PARK DISTRICT							
111421	11/14/21	01	DISTRIBUTION OF TRANSITION FEE	620010044800			12/14/21	974.16
							INVOICE TOTAL:	974.16
							VENDOR TOTAL:	974.16
HEBA	HEARTLAND BANK AND TRUST CO							
111521	11/15/21	01	INTEREST GO TAX LTD DEBT CERT	010030054940			12/15/21	1,563.75
							INVOICE TOTAL:	1,563.75
							VENDOR TOTAL:	1,563.75
ILMU	ILLINOIS MUNICIPAL LEAGUE							
111421	11/14/21	01	ILLINOIS MUNICIPAL LEAGUE	010010024430			12/14/21	825.00
							INVOICE TOTAL:	825.00
							VENDOR TOTAL:	825.00
JAM	JAMES MOTORS							
5001769	11/10/21	01	OIL DIPSTICK REPLACEMENT	310010034670			12/10/21	17.70
							INVOICE TOTAL:	17.70
							VENDOR TOTAL:	17.70
KACOAN	KANE COUNTY ANIMAL CONTROL							
OCTOBER 2021	10/30/21	01	PICK UP STRAY ANIMAL	010020024380			11/30/21	100.00
							INVOICE TOTAL:	100.00
							VENDOR TOTAL:	100.00
KCCC	JEFFREY R KEEGAN							
111521	11/15/21	01	PD JANITORIAL SERVICE	010020024380			12/15/21	280.00
		02	VH JANITORIAL SERVICE	010010024380				160.00
							INVOICE TOTAL:	440.00
							VENDOR TOTAL:	440.00

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KONMIN KONICA MINOLTA BUS SOLUTION								
276290699	10/31/21	01	MONTHLY MAINTENANCE	010010024340			11/30/21	56.58
							INVOICE TOTAL:	56.58
							VENDOR TOTAL:	56.58
LOLY LORI LYONS								
111521	11/15/21	01	COPY BRIER HILL VENTURES	010000002213			12/15/21	5.32
		02	OFFICE SUPPLIES	010010034650				5.99
							INVOICE TOTAL:	11.31
							VENDOR TOTAL:	11.31
MARSCH MARK SCHUSTER, P.C.								
110921	11/09/21	01	100.001 MISC MATTERS	010010024370			12/09/21	2,800.50
		02	100.002 MEETINGS	010010024370				890.00
		03	100.007 PROSECUTION	010010024370				712.50
		04	100.101 CROWN	010000002111				1,500.00
		05	100.164 DUI PROSECUTION	010020024370				840.00
		06	100.238 MIDWEST COMPANIES	010000002096				456.75
		07	100.246 LENNAR	010000002186				929.25
		08	100.250 IL 72 @ ROMKE RD	010000002192				5,260.50
		09	100.251 TULLY	010000002196				312.50
							INVOICE TOTAL:	13,702.00
							VENDOR TOTAL:	13,702.00
MENA MENARDS - SYCAMORE								
56181	10/29/21	01	BATHROOM SUPPLIES	010030024100			11/29/21	250.79
							INVOICE TOTAL:	250.79
56460	11/03/21	01	TOTE	310010034670			12/03/21	24.99
							INVOICE TOTAL:	24.99
							VENDOR TOTAL:	275.78
METL METLIFE								

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METL	METLIFE							
101821	10/18/21	01	ADM	010010014033			11/01/21	242.26
		02	PD	010020014033				1,646.20
		03	STREETS	010030014033				434.24
		04	SEWER	310010014033				279.55
		05	WATER	300010014033				279.56
							INVOICE TOTAL:	2,881.81
							VENDOR TOTAL:	2,881.81
MIAM	MIDAMERICAN ENERGY SERVICES							
110521	11/05/21	01	455525	300010024260			01/04/22	3,038.68
		02	455526	300010024260				228.60
		03	455570	300010024260				3,899.24
		04	455571	310010024260				11,021.52
							INVOICE TOTAL:	18,188.04
							VENDOR TOTAL:	18,188.04
MUCI	MUNICIPAL CLERKS OF ILLINOIS							
110821	11/08/21	01	2022 MCI MEMBERSHIP	010010024430			12/31/21	55.00
							INVOICE TOTAL:	55.00
							VENDOR TOTAL:	55.00
MUWESE	MUNIWEB							
54429	11/04/21	01	WEBSITE HOSTING	010010024230			11/24/21	150.00
							INVOICE TOTAL:	150.00
							VENDOR TOTAL:	150.00
NICOR	NICOR							
101121	10/11/21	01	19-61-05-1000 0	310010024260			11/30/21	42.19
		02	87-56-68-1000 5	300010024260				254.07
		03	96-71-05-6761 9	310010024260				42.89

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NICOR	NICOR							
101121	10/11/21	04	66-55-16-4647 5	310010024260			11/30/21	133.90
							INVOICE TOTAL:	473.05
							VENDOR TOTAL:	473.05
OFDE	OFFICE DEPOT, INC.							
207231379001	10/27/21	01	PAPER/MARKERS/COFFEE	010020034650			11/27/21	80.35
							INVOICE TOTAL:	80.35
207233574001	10/27/21	01	SUGAR	010020034650			11/27/21	2.56
							INVOICE TOTAL:	2.56
							VENDOR TOTAL:	82.91
PAHCS	PAHCS II/NORTHWESTERN MED OCC							
519301	10/29/21	01	JR TB SKIN TEST SCREENING	010020024380			10/29/21	35.00
							INVOICE TOTAL:	35.00
							VENDOR TOTAL:	35.00
PASS	PASSARELLI LAW LLC							
514	10/13/21	01	PD	010020024370			11/13/21	150.00
							INVOICE TOTAL:	150.00
							VENDOR TOTAL:	150.00
PDC	PDC LABORATORIES, INC.							
I9487420	10/29/21	01	DWTP CHEMICALS	300010024380			11/29/21	990.00
							INVOICE TOTAL:	990.00
							VENDOR TOTAL:	990.00
PETPRO	PETERSEN FUELS, INC.							
103121	10/31/21	01	STREETS	010030034660			11/30/21	346.79
							INVOICE TOTAL:	346.79
							VENDOR TOTAL:	346.79

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PHCE	PHENOVA CERTIFIED REFERENCE							
176525	11/02/21	01	LABORATORY SUPPLIES	310010034680			12/02/21	142.90
							INVOICE TOTAL:	142.90
							VENDOR TOTAL:	142.90
PIBO	RESERVE ACCOUNT							
111621	11/16/21	01	46128179	010020024320			12/16/21	100.00
							INVOICE TOTAL:	100.00
							VENDOR TOTAL:	100.00
PMSI	PREVENTATIVE MAINTENANCE							
218012	11/01/21	01	TRUCK SAFETY TEST	010030024110			12/01/21	297.50
							INVOICE TOTAL:	297.50
							VENDOR TOTAL:	297.50
POTS	POMP'S TIRE SERVICE, INC.							
640094618	11/05/21	01	TIRES TRAILER	010030024120			01/05/22	637.14
							INVOICE TOTAL:	637.14
640094650	11/08/21	01	TIRES	010030024110			12/08/21	2,104.49
							INVOICE TOTAL:	2,104.49
							VENDOR TOTAL:	2,741.63
PRI	PRI MANAGEMENT GROUP							
14697	11/03/21	01	GL MANAGING POLICE RECORDS	010020024310			11/03/21	250.00
							INVOICE TOTAL:	250.00
							VENDOR TOTAL:	250.00
QUCO	QUILL CORPORATION							
20523393	10/26/21	01	KEYBOARDS	300010034650			11/25/21	31.98
							INVOICE TOTAL:	31.98
							VENDOR TOTAL:	31.98

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RAOH	RAY O'HERRON CO., INC.							
2153129-IN	11/03/21	01	UNIFORM	010020034690			12/03/21	1,394.83
							INVOICE TOTAL:	1,394.83
							VENDOR TOTAL:	1,394.83
SABU	SAFEBUILT, LLC							
0081793-IN	10/31/21	01	PERMITS/INSPECTIONS/REVIEWS	010010024390			11/30/21	11,933.64
							INVOICE TOTAL:	11,933.64
0081816-IN	10/31/21	01	INSPECTIONS	010010024390			11/30/21	2,175.00
							INVOICE TOTAL:	2,175.00
							VENDOR TOTAL:	14,108.64
SCHM	FREDI BETH SCHMUTTE							
110721	11/07/21	01	CDBG/RLF CLOSEOUT PROJECT	010010024382			12/07/21	525.00
							INVOICE TOTAL:	525.00
							VENDOR TOTAL:	525.00
SIARA	SIGN A RAMA							
10144	11/15/21	01	MEM SIGN DPT	010010054940			12/15/21	5,500.00
							INVOICE TOTAL:	5,500.00
							VENDOR TOTAL:	5,500.00
STAINS	STANDARD INSURANCE COMPANY							
101821	10/18/21	01	ADM	010010014035			11/01/21	79.50
		02	PD	010020014035				207.42
		03	STREETS	010030014035				56.58
		04	SEWER	310010014035				23.58
		05	WATER	300010014035				23.57
		06	EAP	010010024376				11.20
							INVOICE TOTAL:	401.85
							VENDOR TOTAL:	401.85

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STRE	STREICHER'S							
I1534238	11/11/21	01	UNIFORM	010020034690			11/26/21	25.00
							INVOICE TOTAL:	25.00
I1534246	11/11/21	01	UNIFORM	010020034690			12/11/21	249.95
							INVOICE TOTAL:	249.95
							VENDOR TOTAL:	274.95
TEK	TEKLAB, INC							
265424	11/10/21	01	TESTING	310010024380			12/10/21	486.50
							INVOICE TOTAL:	486.50
							VENDOR TOTAL:	486.50
THMI	THIRD MILLENNIUM ASSOC, INC.							
26922	11/02/21	01	W/S/R UTILITY BILL	290010024340			12/02/21	343.12
		02	W/S/R UTILITY BILL	300010024340				343.13
		03	W/S/R UTILITY BILL	310010024340				343.13
		04	NOV'S NEWSLETTER INSERT	010010024340				86.25
							INVOICE TOTAL:	1,115.63
							VENDOR TOTAL:	1,115.63
TRSO	TRYAD SOLUTIONS, INC.							
81122	11/11/21	01	GLOVES	010030034680			12/11/21	166.86
							INVOICE TOTAL:	166.86
81123	11/11/21	01	GLOVES	300010034670			12/11/21	166.86
							INVOICE TOTAL:	166.86
							VENDOR TOTAL:	333.72
TRUN	TREES UNLIMITED C P INC							
8370	10/28/21	01	CLEAN UP AND RESTORATION	300010024160			11/28/21	675.00
							INVOICE TOTAL:	675.00
							VENDOR TOTAL:	675.00

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USBL	USA BLUEBOOK							
577283	04/19/21	01	ANTI-SEIZE/FIRE HYDRANT PAINT	300010034680			05/19/21	202.26
							INVOICE TOTAL:	202.26
577288	04/19/21	01	WIRE BRUSH/TUBE	300010034680			05/19/21	171.76
							INVOICE TOTAL:	171.76
582972	04/23/21	01	BRUSHES	300010034680			05/23/21	12.49
							INVOICE TOTAL:	12.49
620813	06/02/21	01	WWTP TESTING SUPPLIES	310010034680			07/02/21	470.76
							INVOICE TOTAL:	470.76
702485	08/20/21	01	I-BEAM TROLLEY	310010034670			09/20/21	173.54
							INVOICE TOTAL:	173.54
703636	08/23/21	01	SWIVEL HOSE REEL	310010034670			09/23/21	241.95
							INVOICE TOTAL:	241.95
703947	08/23/21	01	HOSE/HOSE REEL	310010034670			09/23/21	519.92
							INVOICE TOTAL:	519.92
707080	08/25/21	01	WWTP TESTING SUPPLIES	310010034680			09/25/21	592.91
							INVOICE TOTAL:	592.91
780609	11/03/21	01	WWTP LAB SUPPLIES	310010034680			12/03/21	86.76
							INVOICE TOTAL:	86.76
							VENDOR TOTAL:	2,472.35
VSP	VISION SERVICE PLAN (IL)							
101721	10/17/21	01	ADM	010010014037			10/17/21	43.55
		02	PD	010020014037				187.80
		03	STREETS	010030014037				54.27
		04	SEWER	310010014037				31.17

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VSP	VISION SERVICE PLAN (IL)							
101721	10/17/21	05	WATER	300010014037			10/17/21	31.17
							INVOICE TOTAL:	347.96
							VENDOR TOTAL:	347.96
WSU	WATER SOLUTIONS UNLIMITED, INC							
46603	10/29/21	01	DWTP CHEMICALS	300010034680			11/29/21	4,635.88
							INVOICE TOTAL:	4,635.88
							VENDOR TOTAL:	4,635.88
							TOTAL ALL INVOICES:	252,319.77