



Village of Hampshire
Village Board Meeting
Thursday September 7, 2017 – 7:00 PM
Hampshire Village Hall – 234 S. State Street

AGENDA

1. Call to Order
2. Establish Quorum (Physical and Electronic)
3. Pledge of Allegiance
4. Citizen Comments
5. Approval of Minutes – August 24, 2017
6. Village President's Report
 - a) Presentation –Dave Scheck LED Lighting.
 - b) Raffle License- St. Charles Borromeo Catholic School
 - c) Ordinance amending the Village's Liquor regulations to create an additional license Class C-1 Liquor License category in the Village. (to be issued by the Liquor Commission for premises at 19N996 US Highway 20).
 - d) Resolution approving reinstatement of and amendment to the site lease agreement by and between the Village and Denali Spectrum Operations, LLC, dated September 11, 2008 (Public Works Property – Klick Street).
 - e) Approval of Professional Services Agreement for EEI re Dietrich Road PRV station.
 - f) Authorize purchase 2018 pickup truck and equipment for use in the sewer department.
 - g) Draft agreement and extension to the lease agreement with Vertical Bridge.
 - h) Revolving Loan Fund request from Chiro Plus Family Health Wellness
7. Village Board Committee Reports
 - a) Village Services
 - b) Fields & Trails
 - c) Business Development Commission
 - d) Economic Development
 - e) Finance
 1. Accounts Payable
 - f) Planning/Zoning
 - g) Public Safety
 - h) Public Works
8. New Business
9. Announcements
10. Executive Session:
11. Any items to be reported and acted upon by the Village Board after returning to open session
12. Adjournment

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

VILLAGE OF HAMPSHIRE - BOARD OF TRUSTEES

Meeting Minutes – August 24, 2017

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday August 24, 2017.

Present: Village President Jeffrey Magnussen, and Trustees Christine Klein, Toby Koth, Ryan Krajecki, Jan Kraus, Mike Reid, and Erik Robinson.

Absent: None

Staff & Consultants present: Village Finance Director Lori Lyons, and Village Attorney Mark Schuster, and Police Chief Brian Thompson

A quorum was established.

The Pledge of Allegiance was recited.

Citizens Comments

Jackie Staub had an issue with her water bill being late and mentioned she was on time. President Magnussen reported that this time the Village will waive this time the late fee.

Trustee Koth moved, to approve the minutes of August 10, 2017.

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

VILLAGE PRESIDENT REPORT

Ordinance abating Special Taxes levied for the 2017 Tax year (collectable in 2018), and for all future years thereafter, for the purpose of paying debt service on the Special Service Ares bonds issued for special Service Area #19 in the Village of Hampshire, Kane County, Illinois.

Trustee Kraus moved, to approve 17-25; abating Special Taxes levied for the 2017 Tax year (collectable in 2018), and for all future years thereafter, for the purpose of paying debt service on the Special Service Ares bonds issued for special Service Area #19 in the Village of Hampshire, Kane County, Illinois.

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

Resolution approving reinstatement of and amendment to the site lease agreement by and between the Village and Denali Spectrum Operations, LLC, dated September 11, 2008 (Public Works Property – Klick Street)

Trustee Krajecki moved, to table Item B until the next Village Board Meeting September 7, 2017.

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

VILLAGE BOARD COMMITTEE REPORTS

a. Public Safety

Trustee Reid discussed the middle school traffic flow and how dangerous the situation is, someone is going to get hurt. The school board members for Hampshire are Dr. Scarpino and Ms. Kopecki who we will need to talk to about this problem. In the meantime the Village board will be withholding impact & transition fees.

b. Public Works

Trustee Koth reported Public Works was working at Widmayer Road putting stones on the shoulder since it has been repaved.

c. Village Services

Trustee Reid was wondering if the Village is willing to leave the trash cans at Orris Ruth Park, Trustee Kraus reported she will talk to Waste Management to see what they can do for the park district.

d. Fields & Trails

No report

e. Business Development

Trustee Krajecki reported a meeting will be held on August 29, 2017 at 6 p.m. all are welcomed, getting closer finishing the website and lots of energy on the committee.

f. Economic Development

No report

g. Finance

Approval request – Trustee Klein: IML Conference Chicago 9/21-9/23 (Registration fee \$310.00 + \$48 (3 days train) = \$358.00

Trustee Reid moved, to approve Trustee Klein to attend the IML Conference in Chicago and the Village will reimburse her for the registration fee and train travel.

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

Trustee Klein presented the accounts payable first warrant in the amount of \$293.37 to be paid on August 25, 2017, and made the motion to approve payment of the accounts payable warrants.

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

Trustee Klein presented the accounts payable second warrant in the amount of \$131,887.33 to be paid on August 25, 2017, omitting School District 300 and made the motion to approve payment of the accounts payable warrants.

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

Trustee Klein will be having a Finance Committee meeting September 6 at 6 p.m. to review the 1st quarter.

h. Planning/Zoning
No report

Trustee Koth would like to talk about Old Business Air BNB; can they be registered in town? The staff will look into this matter.

Trustee Klein asked about the Chamber golf outing who signed up for it. Koth, Reid, Village Attorney Schuster and Village Engineer Brad Sanderson.

Village President Magnussen mentioned Metro west will be starting up again in September and would like a rotation of different trustees attending there.

In Tuscany Woods by the well house in the front there is a small piece that has no sidewalk, Village President Magnussen would like for that to be completed so the kids do not walk on the street.

Another question came up about the horses on Jake, who put them there because of the cracks, is that part of HOA or developer?

Village President Magnussen reported at the next Village Board meeting on the agenda create a C-1 liquor license for Anees Mohammed at Citgo. He will need to apply for permits for the restaurant, map of where the bar and tables will go. Also, Corkshire Pub will need action to revoke their liquor license.

Adjournment

Trustee Klein moved to adjourn the Village Board meeting at 7:48 p.m.

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

Linda Vasquez
Village Clerk



234 S. State Street
Hampshire, IL 60140

Phone: (847) 683-2181
Fax: (847) 683-4915
www.hampshireil.org

APPLICATION FOR CONDUCTING A RAFFLE
(GOOD FOR ONE RAFFLE)

Name of Organization: St. Charles Borromeo Catholic School

Address: 297 E. Jefferson, Hampshire

Type of Organization: Religious Charitable _____ Veterans _____
Educational _____ Labor _____ Fraternal _____

Date when this group was organized: 1984

If chartered or incorporated, date and place where papers were issued: _____

Date when raffle winners will be determined: everyday in 2018

Time: _____ Location: St. Charles Borromeo School

Area or Areas where tickets will be sold: Kane County, IL + all States

Date of ticket sales: Oct. 2017 to March 2018

Price of each ticket: \$ 25⁰⁰ / each

Prizes to be awarded and retail value of each, (May be listed on separate sheet)

No.	Prize	Value of each	Total Value
<u>326</u>	<u>Cash</u>	<u>\$ 50.00</u>	<u>16,300.00</u>
<u>22</u>	<u>Cash</u>	<u>\$ 100.00</u>	<u>2,200.00</u>
<u>15</u>	<u>Cash</u>	<u>\$ 200.00</u>	<u>3,000.00</u>
<u>2</u>	<u>Cash</u>	<u>\$ 1,000.00</u>	<u>2,000.00</u>

TOTAL AGGREGATE VALUE OF ALL PRIZES \$ 23,500.00

(over)

Presiding Officer: Fr. Sylvester Nnaso

Address: P.O. Box 505 Hampshire

Phone: 683-2391

Date of Birth: _____

Secretary: Roger Paddock

Address: 17 N 030 Widmeyer Rd Hampshire

Phone: 683-3071

Date of Birth: _____

Raffle Manager: Jodi Heine

Address: 17 N 540 Walker Rd Hampshire

Phone: 683-1238

Date of Birth: _____

I certify that this organization is not-for-profit; it has been in existence continuously for at least the past five years; it has maintained a bona fide membership engaged in carrying out its objectives; its officers, operators, and workers at the raffle are bona fide members of the organization and are of good moral character. I further certify that all of the information provided in this application is true, to the best of my knowledge.

Signed: Jodi Heine

Title: SCB Calendar Committee Chairperson

Fee Schedule:

<u>Aggregate Value</u>	<u>Fee:</u>
Less than \$500	None
\$501-\$5,000	\$10.00
\$5,001 and over	\$25.00

***Each licensee, within thirty (30) days of the raffle, shall report to its membership and to the village clerk each of the following:

- Gross receipts generated by the conducting of the raffle;
- An itemized list of all reasonable operating expenses which have been deducted from the gross receipts;
- Net proceeds from the conducting of the raffle;
- An itemized list of the distribution of the net proceeds; and
- A list of prize winners.

Records required by this section shall be preserved for three (3) years, and the organization shall make available for public inspection their records relating to the operation of a raffle at reasonable times and places.

No. 17 -

**AN ORDINANCE
AMENDING THE VILLAGE'S LIQUOR REGULATIONS TO CREATE
AN ADDITIONAL LICENSE IN THE C-1 LICENSE CATEGORY
IN THE VILLAGE**

WHEREAS, the Village has adopted regulations governing the types and characteristics of various classifications of licenses allowing for the retail sale of alcoholic beverages and package goods in the Village; and

WHEREAS, included in said regulations is a limitation in number for each of the various classifications of license available in the Village; and

WHEREAS, the Village has received an application for a new C-1 category liquor license for package sales, to be located at 19N749 US Highway 20 in the Village, for operation of a restaurant on the premises, including the sale of alcoholic liquors for consumption on the premises, and for sale of beer and wine products for consumption off the premises; and

WHEREAS, the Liquor Commission has reviewed the application and has considered the creation of a new license in the C-1 category, and has recommended creation of the license for issuance to said applicant; and

WHEREAS, the Corporate Authorities find it advisable to create one additional liquor license in the C-1 license classification at this time.

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

Section 1. The Hampshire Municipal Code of 1985, as previously amended, shall be and hereby is further amended to create one new license in the B-2 Liquor License Classification, in words and figures as follows:

CHAPTER 3	LIQUOR REGULATIONS
ARTICLE I	ALCOHOLIC LIQUOR REGULATIONS
SECTION 3-1-6	CLASSIFICATION OF LICENSES; FEES, CLOSING HOURS

N. Number of licenses: The number of alcoholic liquor licenses to be issued in the Village shall be as follows:

Class A-1	Taverns/Carry Out	2
Class A-2	Taverns/No Carry Out	0
Class B-1	Package Sales	2
Class B-2	Package Sales/Convenience Store	4
Class C-1	Restaurant/Retail Sale – beer, wine	2
Class C-2	Restaurant/Service with food	2
Class C-3	Restaurant/Outdoor Seating	1
Class C-4	Restaurant/On Premises	0
Class D	Hotels/Motels	0
Class E	Banquet Halls	0
Class F	Clubs	0
Class G	Special Events	N/A
Class H	Beauty Salons/Spas	0
Class I	Park District	1
Total		14

Section 2. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded and waived.

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

Section 4. This Ordinance shall be in full force and effect upon passage, approval, and publication in pamphlet form, as provided by law.

ADOPTED THIS ____ DAY OF _____, 2017 pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS ____ DAY OF _____, 2017.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

CERTIFICATE

The undersigned hereby certifies:

1. I am the Village Clerk for the Village of Hampshire, Kane County, Illinois.
2. On _____, 2017, the Corporate Authorities of the Village enacted this Ordinance No. 17 - _____, which provided by its terms that it shall be published in pamphlet form.
3. The pamphlet form of this Ordinance was duly prepared by me, and a copy of said Ordinance was thereafter posted in the Village Hall at 234 South State Street in the Village, commencing on _____, 2017 and continuing thereafter for at least the next following ten (10) days.
4. A copy of this Ordinance was also available for public inspection, after the date of its enactment, and upon request, at the Office of the Village Clerk.

Linda Vasquez
Village Clerk

No. 17 -

**A RESOLUTION
APPROVING REINSTATEMENT OF AND AMENDMENT TO THE SITE
LEASE AGREEMENT BY AND BETWEEN THE VILLAGE AND DENALI
SPECTRUM OPERATIONS, LLC, DATED SEPTEMBER 11, 2008
(Public Works Property – Klick Street)**

WHEREAS, the Village entered into a certain site lease agreement with Denali Spectrum Operations, LLC (the "Site Lease Agreement") for lease of certain space for purposes of installing equipment for use in connection with the telecommunications tower on the property at 100 Klick Street in the Village; and

WHEREAS, said agreement was terminated on November 30, 2015; and

WHEREAS, Denali merged with Cricket Communications, Inc. in 2011; and Cricket Communications reorganized as Cricket Communications, LLC in 2015; and

WHEREAS, Cricket desires to reinstate the Site Lease Agreement for use of the space to install and/or use certain telecommunications equipment in connection with the existing cell tower at the site at this time, with certain amendments to the original Site Lease Agreement; and

WHEREAS, the parties have negotiated the terms and provisions of an appropriate amendment to the Site Lease Agreement, and have committed such terms and provisions to a written amendment to the Site Lease Agreement, attached hereto as Exhibit "A."

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

1. The proposed First Amendment to Site Lease Agreement, by and between the Village and Denali Spectrum Operations, LLC, n/k/a Cricket Communications, LLC, for a leasehold of certain space located on the grounds of the Village Public Works Building at 100 Klick Street in the Village, to provide space for a certain communications equipment, in support of a communications apparatus to be installed on the existing tower at that location, in words and figures as set forth on Exhibit "A" attached hereto and incorporated herein, shall be and is hereby approved.

2. The Village President shall be and is authorized to execute and deliver said Site Lease on behalf of the Village; and the Village Clerk shall attest same, upon receipt of the First Amendment to Site Lease Agreement duly executed by Cricket Communications, LLC.

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

ADOPTED this _____ day of _____, 2017.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this _____ day of _____, 2017.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

Market: IL/WI
Cell Site Number: IL1104
Cell Site Name: Downtown Hampshire
Fixed Asset Number: 10153797

FIRST AMENDMENT TO SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO SITE LEASE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between Village of Hampshire, having an office at 234 S. State Street, Hampshire, IL 60140 ("**Landlord**") and Cricket Communications, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA. 30324 ("**Tenant**") as successor in interest to Cricket Communications, Inc., a Delaware corporation, as successor in interest to Denali Spectrum Operations, LLC, a Delaware limited liability company (Denali), ("**Original Tenant**").

WHEREAS, Landlord and Tenant entered into that certain Site Lease with Rider dated September 11, 2008 ("**Agreement**"), whereby Landlord leased to Original Tenant certain Premises, therein described, that are a portion of the Property located at 100 Klick Street, Hampshire, IL 60140; and

WHEREAS, on or about March 31, 2011, Denali merged with and into Cricket Communications, Inc., under the name "Cricket Communications, Inc.", a corporation organized and existing under the laws of the State of Delaware; and

WHEREAS, on or about February 28, 2015, Cricket Communications, Inc., a Delaware corporation, converted to a Delaware limited liability company, with the name Cricket Communications, LLC, and AT&T Mobility Corporation serves as its manager; and

WHEREAS, the Site Lease was terminated on November 30, 2015; and

WHEREAS, Landlord and Tenant wish to reinstate the Site Lease; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the Rent; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. REINSTATEMENT. Landlord and Tenant agree to revoke the site termination of the Agreement which was effective on November 30, 2015 and to reinstate the Site Lease Agreement with Rider dated September 11, 2008.

2. LEASE. Landlord leases to Tenant the use of that portion of the Property comprising approximately 216 (12' x 18') square feet sufficient for placement of Tenant's Communications Facility, together with all necessary space and easements for access and utilities, as generally described and depicted in Exhibit B attached to this First Amendment.

3. TERM. The Commencement Date of the initial term of the Agreement is hereby amended to begin on the Effective Date of this First Amendment. The initial lease term will be five (5) years commencing on the Effective Date set forth herein, with four (4) successive five (5) year options to renew.

4. RENT. Commencing on the earlier of i) first day of the month following the date that Tenant commences construction; or ii) November 1, 2017, Tenant will pay the Landlord a monthly rental payment of Seven Hundred Twenty Eight and 86/100 Dollars (\$728.86). Furthermore, in year two of the initial Term, and each year thereafter, including any Renewal Terms exercised by Tenant, the rent will increase by three (3%) percent over the Rent paid during the previous year, as set out in Paragraph 4 of the Site Lease Agreement.

45. NOTICES. Section 11 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant:

Cricket Communications, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: IL1104;
Cell Site Name: Downtown Hampshire (IL)
Fixed Asset No: 10153797
575 Morosgo Drive NE
Atlanta, GA 30324

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:

Cricket Communications, LLC
Attn: AT&T Legal Department
Re: Cell Site #: IL1104;
Cell Site Name: Downtown Hampshire (IL)
Fixed Asset No: 10153797
208 S. Akard Street

Dallas, Texas 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Village of Hampshire
234 S. State Street
Hampshire, IL 60140
ATTN: Village Clerk

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

56. DEPOSIT; REIMBURSEMENT. Tenant shall deposit with Landlord a sum equal to \$ Dollars to cover and/or reimburse Landlord for professional, legal and engineering costs which may be incurred by Landlord in relation to this First Amendment. Landlord shall account to Tenant for such deposit, and shall refund to Tenant any portion of said sum not needed for such cover or reimbursement.

7. MEMORANDUM OF LEASE. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of First Amendment to Site Lease Agreement substantially in the form of the Attachment 1. Either party may record this ~~m~~Memorandum at any time, in its absolute discretion.

68. OTHER TERMS AND CONDITIONS REMAIN. Except as expressly set forth in this First Amendment, the terms and provisions of the original Site Lease Agreement shall be reinstated to full force and effect. Provided, ~~in~~ in the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. ~~Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect.~~ Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment. ~~7. CAPITALIZED TERMS.~~ All capitalized terms ("Renewal Term," for example) used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

"LANDLORD"

Village of Hampshire

By: _____
Name: _____
Title: _____
Date: _____

"TENANT"

Cricket Communications, LLC
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____
Date: _____

TENANT ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On the ___ day of ___, 2017, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of Cricket Communications, LLC, a Delaware limited liability company, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

On the ___ day of ___, 2017, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of Village of Hampshire, the Landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Landlord.

Notary Public: _____
My Commission Expires: _____

ATTACHMENT I

MEMORANDUM OF LEASE

Prepared by:

Daniel Bacos
Mastec Network Solutions
1351 E. Irving Park Road
Itasca, IL 60143

Return to:

Debra Neuman
AT&T Mobility
C/O: Mastec Network Solutions
1351 E. Irving Park Road
Itasca, IL 60143

Cell Site No: EL1104; Cell Site Name: Downtown Hampshire
Fixed Asset Number: 10153797
State: Illinois
County: Kane

MEMORANDUM OF FIRST AMENDMENT TO SITE LEASE AGREEMENT

This Memorandum of First Amendment to Site Lease Agreement is made this ____ day of _____, 2017, by and between Village of Hampshire, having an office at 234 S. State Street, Hampshire, IL 60140 (“**Landlord**”) and Cricket Communications, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (“**Tenant**”) as successor in interest to Cricket Communications, Inc., a Delaware corporation, as successor in interest to Denali Spectrum Operations, LLC, a Delaware limited liability company (Denali), (“**Original Tenant**”)

1. Landlord and Tenant entered into a certain Site Lease Agreement dated September 11, 2008 (“**Agreement**”) for the purpose of installing, operating and maintaining a communications facility and other improvements at the location identified in this Memorandum. The Agreement was terminated on November 30, 2015 and has subsequently been reinstated by the First Amendment to Site Lease Agreement dated _____, 2017. All of the foregoing is set forth in the Amendment.
2. The initial lease term pursuant to the First Amendment will be five (5) years commencing on the effective date of the First Amendment, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant, together with associated easements, are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the First Amendment to Site Lease Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of First Amendment to Site Lease Agreement and the provisions of the First Amendment, the provisions of the First Amendment shall control. The First Amendment shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the First Amendment.

IN WITNESS WHEREOF, the parties have executed this Memorandum of First Amendment to Site Lease Agreement as of the day and year first above written.

"LANDLORD"

Village of Hampshire

By: _____
Print Name: _____
Its: _____
Date: _____, 2017

"TENANT"

Cricket Communications, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____, 2017

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2017, before me personally appeared _____, and acknowledged under oath that he is the _____ of AT&T Mobility Corporation, the Manager of Cricket Communications, LLC, a Delaware limited liability company, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public
Print Name: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2017 before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of Landlord for the purposes therein contained.

Notary Public
Print Name: _____
My Commission Expires: _____

**EXHIBIT 1
DESCRIPTION OF PREMISES**

Page 1 of 1

For the Memorandum of First Amendment to Site Lease dated _____, 2017, by and between Village of Hampshire as Landlord, and Cricket Communications, LLC, a Delaware limited liability company, as Tenant, the Property is legally described as follows:

100 Klick Street, Hampshire, IL 60140

Parcel 1: CAPN: 01-21-451-001

That part of the Southwest quarter of the Southeast quarter of Section 21, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at an iron stake on the West line of the Southeast quarter of Section 21, Township 42 North, Range 6 East marking the Southwest quarter of the Chicago and Pacific Railroad according to the deed as recorded on June 2, 1897 in the office of the County Recorder of Kane County, Illinois, in Book 368 on page 623 as Document Number 29348, running thence Easterly along said railroad right-of-way line 1077.50 feet to an iron stake for a place of beginning; continuing thence Easterly along said South right-of-way line 243.50 feet to an iron stake set on the East line of the said Southwest quarter of the Southeast quarter of Section 21, running thence Southerly along said Easterly line at an angle of 90 degrees 20 minutes measured counter clockwise from the last described course, 380.00 feet to an iron stake; running thence Westerly at an angle of 89 degrees 33 minutes measured counter clockwise from the last described course, 243.50 feet to an iron stake which is 380.00 feet South of the place of beginning; running thence Northerly along a straight line 380.00 feet to the place of beginning.

Parcel 2: CAPN: 01-21-451-022

That part of the Southwest Quarter of the Southeast Quarter of Section 21, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Southeast Quarter, thence North 00°00'00" East, measured along the West Line of said Quarter Quarter Section, 1170.15 feet to the southwest corner of a strip of land, 80 feet in width, conveyed to the Chicago and Pacific Railroad Company by instrument recorded June 2, 1897 as Document Number 29348, for the point of beginning; thence continuing North 00°00'00" East, 100.00 feet to the northwest corner of said strip of land, thence North 89°56'23" East, along the north line of said strip of land, being also the south line of the present 5 to Line Railroad right of way as described in a deed recorded June 14, 1889 as document number P178774, 1378.47 feet to the East Line of said Quarter Quarter Section, being the Northeast corner of said strip of land; thence south 00°00'30" West, along the East Line of said Quarter Quarter Section, 100.00 feet to the southeast corner of said strip of land; thence South 89°56'33" West, 1318.37 feet to the point of beginning in the Village of Hampshire, Kane County, Illinois.

Parcel 3: CAPN: 01-21-476-064

Lots 15 and 16 in Block 4 of Jacob Rina's Addition to the Village of Hampshire, Kane County, Illinois.



August 21, 2017

Mr. Jeffery Magnussen
Village President
Village of Hampshire
234 South State Street
P.O. Box 457
Hampshire, IL 60140-0457

**Re: Professional Engineering Services for
Dietrich Road PRV Replacement
Village of Hampshire, Kane County, Illinois**

Mr. Magnussen:

We are pleased to submit the contract for professional design and construction engineering services for the Dietrich Road PRV Replacement. We have attached the contract and supporting documentation for your review.

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

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in black ink, appearing to read 'BPS', is written over a horizontal line.

Bradley P. Sanderson, P.E.
Vice President

BPS/dra

Enclosures

pc: Linda Vasquez, Village Clerk (Via e-mail)
Lori Lyons, Finance Director (Via e-mail)
JAM, TWT, DMT, EEI (Via e-mail)

**Dietrich Road PRV Replacement
Village of Hampshire, IL
Professional Services Agreement - Design and Construction Engineering**

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:

ENGINEER agrees to furnish to the Village the following services: The ENGINEER shall provide any and all necessary engineering services to the Village as indicated on the included exhibits. Design and Construction engineering will be provided for the replacement of the PRV Station. Engineering will be in accordance with all Village, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

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 ENGINEER shall be compensated for all work performed for the Village prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER 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 Exhibit 3. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$29,800 and Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$33,434. Direct expenses are estimated at \$11,725. The hourly rates for this project are shown in the attached 2016 Standard Schedule of Charges (Exhibit 6). 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, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section 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:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. ENGINEER 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, ENGINEER agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by ENGINEER 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:

ENGINEER 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 ENGINEER under this agreement shall be that of an independent contractor. ENGINEER 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).

*Dietrich Road PRV Replacement
Village of Hampshire
Professional Services Agreement
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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 City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City 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

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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:

ENGINEER 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 ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER 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 ENGINEER 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 attachments. Except for those terms included on the attachments, 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

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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 exhibits is as follows:

- Exhibit 1:** Professional Engineering Services
- Exhibit 2:** Limitation of Authority, Duties and Responsibilities of the Resident Construction Observer
- Exhibit 3:** Estimate of Level of Effort and Associated Cost
- Exhibit 4:** Anticipated Project Schedule
- Exhibit 5:** 2016 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the Village:

Village Clerk
Village of Hampshire
234 South State Street
Hampshire, IL 60140

For the ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 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 _____, 2017.

Village of Hampshire:

Engineering Enterprises, Inc.:

Jeffrey Magnussen
President

Brad Sanderson, P.E.
Vice President

Linda Vasquez
Village Clerk

Angie Smith
Executive Assistant

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 D 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 two 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 three 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 D hereof.
7. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids, 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 Exhibit 4: "Anticipated Project Schedule – Dietrich Road PRV Replacement" dated August 18, 2017.

SECTION B - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

The ENGINEER shall furnish professional construction engineering services as follows:

1. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the drawings the action taken. Such action shall be taken with reasonable promptness.
2. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
3. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
4. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.
5. The ENGINEER will provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the contractor is conforming to the design concept.
 - (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).
 - (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

6. The ENGINEER will provide resident construction observation. Resident construction observation shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. Exhibit 2 - The Limitations of Authority, Duties and Responsibilities of the Resident Construction Observer is attached to this Agreement.
7. The ENGINEER will cooperate and work closely with representatives of the OWNER.
8. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the contractor, the ENGINEER:
 - (a) Shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).
 - (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of contractor(s)'

work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.

9. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.
10. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.
11. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer and from the resident construction observer's construction data.
12. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
13. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal

operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached Exhibit 6: Standard Schedule of Charges dated January 1, 2016. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.

14. 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.
15. The ENGINEER will provide construction engineering services in accordance with the periods summarized in Exhibit 4: "Anticipated Project Schedule – Dietrich Road PRV Replacement" dated August 18, 2017.

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER. Pursuant to Paragraph D "Changes in Rates of Compensation", the contract shall be designated on-going consistent with the project schedule.

SECTION C – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for professional design engineering services in the amount of \$29,800 – Fixed Fee (FF) as summarized on Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Dietrich Road PRV Replacement” dated August 18, 2017.
 - (a) The compensation for the professional design engineering services shall be payable as follows:
 - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section C-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 and/or IEPA of the construction drawings, specifications, cost estimates and contract documents.
 - (2) A sum which, together with the compensation paid pursuant to Section C-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section C-1 above, shall be due immediately after the award of construction contract(s) is approved by the corporate authorities.
2. The OWNER shall compensate the ENGINEER for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services on the basis of Hourly Rates (HR) as described on the attached Exhibit 6: Standard Schedule of Charges dated January 1, 2016. The estimated values are included in Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Dietrich Road PRV Replacement” dated August 18, 2017 and are estimated at \$33,434 Hourly (HR).
 - (a) The compensation for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services shall be payable as follows:

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

3. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted on Exhibit 3 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.

4. The compensation for any additional engineering services authorized by the OWNER pursuant to Section D 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 D – ADDITIONAL ENGINEERING SERVICES

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

1. 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.
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.
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. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section E – SPECIAL PROVISIONS – Owner's Responsibilities.

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

SECTION E - 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.
- 6. Access to Records:
 - (a) The ENGINEER agrees to include subsections E-6(b) through E-6(e) below in all contracts and all subcontracts directly related to project services which are in excess of \$25,000.

- (b) The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.
- (c) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- (d) The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection E-6(b) above, to the Agency. Where the audit concerns the ENGINEER, the auditing agency shall afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- (e) Records under subsection E-6(b) above shall be maintained and made available during performance on Agency loan work under this agreement and until three years from date of final Agency loan audit for the project. In addition, those records which relate to any “dispute” appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7. Covenant Against Contingent Fees - The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or

consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. Covenant Against Contingent Fees - The loan recipient warrants that no person or agency has been employed or retained to solicit or secure a PWSLP loan upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Agency shall have the right to annul the loan or to deduct from the loan or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
9. Certification Regarding Debarment – The ENGINEER certifies that the services of anyone that has been debarred or suspended under Federal Executive Order 12549 has not, and will not, be used for work under this Agreement.
10. Affirmative Action – The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.
11. The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

EXHIBIT 2

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

1. The Resident Construction Observer shall act under the direct supervision of the ENGINEER, shall be the ENGINEER's agent in all matters relating to on-site construction review of the contractor's work, shall communicate only with the ENGINEER and the contractor (or contractor's), and shall communicate with subcontractors only through the contractor or his authorized superintendent. The OWNER shall communicate with the Resident Construction Observer only through the ENGINEER.
2. The Resident Construction Observer shall review and inspect on-site construction activities of the contractor relating to portions of the Project designed and specified by the Engineer as contained in the Construction Contract Documents.
3. Specifically omitted from the Resident Construction Observer's duties is any review of the contractor's safety precautions, or the means, methods, sequences, or procedures required for the contractor to perform the work but not relating to the final or completed Project. Omitted design or review services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
4. The specific duties and responsibilities of the Resident Construction Observer are enumerated as follows:
 - (a) Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by contractor and consult with ENGINEER concerning their acceptability.
 - (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

(c) Liaison:

- (1) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist him in understanding the intent of the Contract Documents.
- (2) Assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
- (3) As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper erection of the work.

(d) Shop Drawings and Samples:

- (2) Receive and record date of receipt of Shop Drawings and samples.
- (3) Receive samples which are furnished at the site by contractor, and notify ENGINEER of their availability for examination.
- (3) Advise ENGINEER and contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

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

- (1) Conduct on-site inspection of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- (2) Report to ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, test or approval required to be made or

has been damaged prior to final payment; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.

- (3) Verify that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
- (f) Interpretation of Contract Documents: Transmit to contractor ENGINEER's clarifications and interpretations of the Contract Documents.
- (g) Modifications: Consider and evaluate contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
- (h) Records:
- (1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - (2) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily

activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.

(4) Record names, addresses and telephone numbers of all contractor's, subcontractors and major suppliers of materials and equipment.

(i) Reports:

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

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

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

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

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

(l) Completion:

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

- (2) Conduct final review in the company of ENGINEER, OWNER and contractor and prepare a final list of items to be completed or corrected.
- (3) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.



Standard Schedule of Charges

January 1, 2016

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$190.00
Principal	E-3	\$185.00
Senior Project Manager	E-2	\$180.00
Project Manager	E-1	\$163.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$150.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$141.00
Project Engineer/Planner/Surveyor	P-4	\$129.00
Senior Engineer/Planner/Surveyor	P-3	\$117.00
Engineer/Planner/Surveyor	P-2	\$108.00
Associate Engineer/Planner/Surveyor	P-1	\$ 97.00
Senior Project Technician II	T-6	\$141.00
Senior Project Technician I	T-5	\$129.00
Project Technician	T-4	\$117.00
Senior Technician	T-3	\$108.00
Technician	T-2	\$ 97.00
Associate Technician	T-1	\$ 84.00
Engineering/Land Surveying Intern	I-1	\$ 80.00
GIS Technician	G-1	\$ 65.00
Administrative Assistant	A-3	\$ 78.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment		\$153.00
2 Man Field Crew with Standard Survey Equipment		\$240.00
1 Man Field Crew with RTS or GPS *		\$190.00
2 Man Field Crew with RTS or GPS *		\$276.00
Vehicle for Construction Observation		\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	

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

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

FOR: September 7, 2017 Village Board Meeting

RE: Purchase 2018 Pickup Truck and Equipment for use in the Sewer Department

Background. The FY18 operating budget included the purchase a new pickup for the Sewer Division of Public Work. The budgeted amount was \$41,750.00.

Analysis. The specifications included service body, Tommy lift gate, 8' Wester Pro Plow, hitch and wiring, strobe light bar, spray in liner for utility body, doc fee, title and license.

Staff requested quotes from Ford and Dodge dealers in the area. Ford declined the offer to quote and two quotes were received from Dodge dealerships.

The quotes were as follows:

Crystal Lake CJDR	\$ 42,687.00
Fenzel Motors	\$ 43,200.00

While there is a small price variance staff would prefer to support Hampshire and purchase the truck from Fenzel Motors.

Recommendation. Staff requests authorization to order a 2018 Dodge Ram 2500 from Fenzel Motors for \$43,200.00.

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

FOR: September 7, 2017 Village Board Meeting

RE: Draft Amendment and Extension to the Lease Agreement with Vertical Bridge

Background. Following up on the discussion held at the August 10, 2017 board meeting regarding a proposed amendment and extension to the Lease Agreement with Vertical Bridge (VB), the successor to US Cellular, the Village is in receipt of the attached draft amendment and extension. This involves the cell tower on Klick Street.

Analysis. The draft agreement amends the lease to add eight additional five year renewal periods, and provides for a share the rent received from sub-leasees at a rate of 25%, as discussed. Separate ground leases with the Village will no longer be required.

Recommendation. Staff requests that the Board discuss this agreement and offer additional comments or suggestions so that the draft can be updated and returned to Vertical Bridge accordingly. The Village will require the sub-leases provide a Certificate of Insurance naming the Village as an additional insured so redacting the documents (section 4) will need to be clarified or removed from the document.

SECOND AMENDMENT TO GROUND LEASE

THIS SECOND AMENDMENT TO GROUND LEASE (this “**Amendment**”), dated as of this ____ day of _____, 2017, by and between **VILLAGE OF HAMPSHIRE**, a municipal corporation (the “**Landlord**”), and **VB-S1 ASSETS, LLC**, a Delaware limited liability company, as successor by merger to VB Midwest I, LLC, and its successors and assigns (the “**Tenant**”), recites and provides:

RECITALS

WHEREAS, Landlord is the fee owner of certain real property located in Kane County, Illinois, which is more particularly described in the Lease (the “**Landlord’s Parcel**”);

WHEREAS, Tenant, by way of assignment, is the tenant under that certain Ground Lease by and between Landlord and United States Cellular Operating Company of Chicago, LLC (predecessor in interest to Tenant) dated February 15, 2007 (the “**Original Lease**”), as amended by that certain First Amendment to Ground Lease by and between Landlord and United States Cellular Operating Company of Chicago, LLC dated June 27, 2014 (the “**First Amendment**” and together with the Original Lease, as assigned and as amended and as may be further assigned, amended or modified from time to time, collectively the “**Lease**”), as evidenced by that certain Memorandum of Lease dated February 15, 2007 and recorded on September 11, 2007, by the Kane County Recorder’s Office, Illinois, in Instrument No. 2007K093848;

WHEREAS, pursuant to the Lease, Tenant leases from Landlord a portion of Landlord’s Parcel, which leasehold parcel is more particularly described in the Lease (the “**Leasehold Parcel**”);

WHEREAS, Tenant owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Leasehold Parcel (“**Improvements**”); and

WHEREAS, Landlord and Tenant now desire to amend the Lease as more particularly provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.

2. Additional Renewal Terms. The Lease is amended to add eight (8) additional five (5) year renewal periods (collectively, the “**Additional Renewal Terms**” and each five (5) year renewal period is referred to as an “**Additional Renewal Term**”). Such Additional Renewal

Terms shall be deemed automatically exercised by Tenant unless Tenant provides written notice to Landlord of non-renewal at least thirty (30) days prior to expiration of the then current term.

3. Subleasing. Paragraph 17 of the Lease, as amended in the First Amendment, is hereby deleted in its entirety and the following is inserted in lieu thereof:

“17. Subleasing. Tenant shall have the right to sublet or license all or any portion of the Leasehold Parcel to sub-tenants, subject to continued conformance with the Village Zoning Regulations governing communications towers and without otherwise having to obtain the Landlord’s consent.”

4. Right of First Refusal. In the event that Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Leasehold Parcel (the “**ROFR Property**”) to any third party, Landlord shall offer Tenant a right of first refusal to purchase or acquire the Leasehold Parcel (or such larger portion of Landlord’s property that encompasses the Leasehold Parcel, if applicable) or such interest proposed to be conveyed. Landlord shall provide a copy of any offer to purchase, or any executed purchase agreement or letter of intent (“**Offer**”), to Tenant which copy shall include, at a minimum, the purchase or acquisition price, proposed closing date, and financing terms (“**Minimum Terms**”). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant’s election to purchase the ROFR Property on the same Minimum Terms; provided, the closing date shall be no sooner than sixty (60) days after Tenant’s purchase election notice. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant’s payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its rights of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant’s continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer (“**Permitted Sale**”). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant’s waiver of its rights of first refusal, such Offer shall be deemed to have lapsed.

5. Landlord’s Parcel Restriction. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Landlord’s Parcel for wireless communications or broadcast facilities during the term of the Lease (such restriction shall run with Landlord’s Parcel and be binding on the successors and assigns of Landlord).

6. Exclusive Use. The Leasehold Parcel may be used and subleased exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment.

7. Memorandum of Lease. Tenant shall be permitted to record a First Amendment to Memorandum of Lease (“**MOL**”), reflecting the terms of the Lease as modified by this Amendment, and Landlord shall promptly execute such MOL at Tenant’s request.

8. Notices. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

If to Tenant:

VB-S1 Assets, LLC
c/o Vertical Bridge Holdings, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attention: General Counsel
Ref: US-IL-5382

If to Landlord:

Village of Hampshire
234 S. Street
Hampshire, Illinois 60140

9. Estoppels. Landlord shall, within ten (10) days of the request of the Tenant or any lender or prospective lender of Tenant, provide an estoppel certificate as to any matters reasonably requested by the Tenant or Tenant’s lender.

10. Confidentiality. Landlord shall keep the terms of the Lease confidential, and shall not disclose any terms contained within the Lease to any third-party other than such terms as are set forth and recorded in an applicable memorandum of lease, other than in connection with a bona fide third-party sale of the fee interest in the Leasehold Parcel or in connection with financing by a third party institutional bank or required by law.

11. Representations of Landlord. Landlord warrants and represents that: (i) it is the owner in fee simple of the Landlord’s Leasehold Parcel; (ii) it alone has full right to lease the Leasehold Parcel on the terms of the Lease, as amended; and (iii) it has the full authorization and authority to execute this Amendment.

12. Counterparts/Facsimile Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment bearing an original signature by facsimile transmission, by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. For the purposes of this section, “original signature” means or refers to a signature that has not been mechanically or electronically reproduced.

13. Ratification. Except as amended and modified herein, the Lease is ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Lease and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease.

[Remainder of page is intentionally blank. Signatures begin on following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

WITNESSES:

Print Name: _____

Print Name: _____

LANDLORD:

VILLAGE OF HAMPSHIRE, a municipal corporation

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS
COUNTY OF _____

I hereby certify that on this ____ day of _____, 2017, before me, the subscriber, a Notary Public of the State of Illinois, personally appeared _____, as _____ of the VILLAGE OF HAMPSHIRE, a municipal corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing document, and that he/she, being authorized so to do, executed the foregoing instrument as his/her free act and deed.

Given under my hand and official seal this ____ day of _____, 2017.

Notary Public
My commission expires: _____

[NOTARIAL SEAL]

WITNESSES:

Print Name: _____

Print Name: _____

TENANT:

VB-S1 ASSETS, LLC,
a Delaware limited liability company

By: _____

Name: Alex Gellman

Title: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF _____

I hereby certify that on this ____ day of _____, 2017, before me, the subscriber, a Notary Public of the State of Florida, personally appeared Alex Gellman, the Chief Executive Officer of VB-S1 ASSETS, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing documents, and that he, being authorized so to do, executed the foregoing instrument, as his free act and deed.

Given under my hand and official seal this ____ day of _____, 2017.

Notary Public
My commission expires: _____

[NOTARIAL SEAL]

THIS INSTRUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:

Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Attn: Elizabeth K. McCloy

Said lease is for a term of
less than 30 years,
including all renewal
options.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is made as of January 30, 2015, by and among **UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC**, a Delaware limited liability company ("Assignor"), and **VB MIDWEST I LLC**, a Delaware limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor holds all right title and interest in the agreement described on Exhibit A hereto.

WITNESSETH:

NOW THEREFORE, For Ten Dollars (\$10.00) and value received and in consideration of the mutual promises of the parties hereto, Assignor hereby grants, transfers, and assigns to Assignee, its successors and assigns, all right, title, interest and benefit of Assignor in and to that certain agreement described on Exhibit A attached hereto and by this reference made a part hereof, together with any extensions or modifications thereof and supplements thereto, and all rights appurtenant thereto and under any other documents described on Exhibit A, and Assignee hereby expressly assumes all obligations of Assignor thereunder, and under any other documents described in said Exhibit A.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, an intending to be bound thereby, the parties hereto have caused this Agreement to be executed and delivered and have hereunto set their hands and seals, as of the day and year above set forth.

Assignor:

UNITED STATES CELLULAR
OPERATING COMPANY OF CHICAGO,
LLC, a Delaware limited liability company

By: Thomas Weber
Thomas Weber
Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Thomas Weber, personally known to me to be the Vice President of UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he/she signed and delivered said instrument, as his/her free and voluntary act, and as the free and voluntary act.

GIVEN under my hand and notarial seal this 28 day of January, 2015.

Lisa Mezyk
Notary Public

My Commission Expires: _____



[SIGNATURES CONTINUED ON NEXT PAGE]

Assignee:

VB Midwest I LLC,
a Delaware limited liability company

By: United States Cellular Operating
Company of Chicago, LLC
Its Sole Member

By: *Thomas Weber*
Thomas Weber
Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Thomas Weber, personally known to me to be the Vice President of VB MIDWEST I LLC, a Delaware limited liability company and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he/she signed and delivered said instrument, as his/her free and voluntary act, and as the free and voluntary act.

GIVEN under my hand and notarial seal this 28 day of January, 2015.

Lisa Mezyk
Notary Public

My Commission Expires: _____

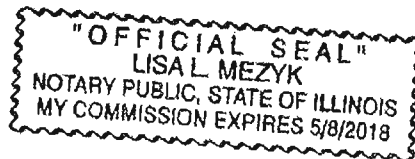


EXHIBIT A

Agreements

Ground Lease made and entered into as of February 15, 2007, between Village of Hampshire and United States Cellular Operating Company of Chicago, LLC, as evidenced by Memorandum of Lease recorded on September 11, 2007 with the Kane County Recorder's Office as Document No. 2007K093848, as heretofore amended or modified, relating to the property described on Schedule I.

Schedule 1
Legal Description

Street Address: 100 Klick Street, Hampshire, IL
PIN: 01-21-451-002; 01-21-451-022; and 01-21-476-014

PARCEL 1: LOTS 15 AND 16 IN BLOCK 4 OF JACOB RINN'S ADDITION TO THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON STAKE ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST MARKING THE SOUTHWEST CORNER OF THE CHICAGO AND PACIFIC RAILROAD ACCORDING TO THE DEED AS RECORDED ON JUNE 2, 1897, IN THE OFFICE OF THE COUNTY RECORDER OF KANE COUNTY, ILLINOIS, IN BOOK 365 ON PAGE 623 AS DOCUMENT NUMBER 29348; RUNNING THENCE EASTERLY ALONG SAID RAILROAD RIGHT-OF-WAY LINE 1077.50 FEET TO AN IRON STAKE FOR A PLACE OF BEGINNING; CONTINUING THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE 243.50 FEET TO AN IRON STAKE ON THE EAST LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21; RUNNING THENCE SOUTHERLY ALONG SAID EASTERLY LINE, AT AN ANGLE OF 90 DEGREES 20 MINUTES MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED COURSE, 380.50 FEET TO AN IRON STAKE; RUNNING THENCE WESTERLY, AT AN ANGLE OF 89 DEGREES 33 MINUTES MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED COURSE, 243.50 FEET TO AN IRON STAKE WHICH IS 380.00 FEET SOUTH TO THE PLACE OF BEGINNING. SITUATED IN THE TOWNSHIP OF HAMPSHIRE COUNTY OF KANE IN THE STATE OF ILLINOIS.

PARCEL 3: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, (ASSUMED) ALONG THE WEST LINE OF SAID QUARTER QUARTER SECTION, 1170.16 FEET TO THE SOUTHWEST CORNER OF A STRIP OF LAND, 100 FEET IN WIDTH, CONVEYED TO THE CHICAGO AND PACIFIC RAILROAD COMPANY BY INSTRUMENT RECORDED JUNE 2, 1897 AS DOCUMENT NUMBER 29348, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 0 MINUTES 10 SECONDS EAST, 100.00 FEET TO THE NORTHWEST CORNER OF SAID STRIP OF LAND; THENCE NORTH 89 DEGREES 56 MINUTES 33 SECONDS EAST, ALONG THE NORTH LINE OF SAID STRIP OF LAND, BEING ALSO THE SOUTH LINE OF THE PRESENT SOO LINE RAILROAD RIGHT OF WAY AS DESCRIBED IN DEED RECORDED JUNE 14, 1989 AS DOCUMENT NUMBER 1978774, 1318.47 FEET TO THE EAST LINE OF SAID QUARTER QUARTER SECTION, BEING THE NORTHEAST CORNER OF SAID STRIP OF LAND; THENCE SOUTH 0 DEGREES 3 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION 100.00 FEET TO THE SOUTHEAST CORNER OF SAID STRIP OF LAND; THENCE SOUTH 89 DEGREES 56 MINUTES 33 SECONDS WEST, 1318.37 FEET TO THE POINT OF BEGINNING IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF KLINK STREET AND RINN AVENUE VACATED PER PLAT OF VACATION RECORDED NOVEMBER 20, 2001, AS DOCUMENT NUMBER 2001K122666 (EXCEPT THE NORTH HALF OF SAID VACATED RINN STREET LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID KLINK STREET), ALL IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

LEASE PARCEL:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON STAKE AT THE SOUTHWEST CORNER OF PROPERTY CONVEYED BY WARRANTY DEED RECORDED JANUARY, 1968 IN BOOK 2433 PAGE 492, AS DOCUMENT NUMBER 11053566: THENCE NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID PROPERTY, 324.68 FEET TO AN IRON STAKE; THENCE CONTINUING NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST 155.32 FEET TO A POINT ON THE NORTH LINE OF A STRIP OF LAND, 100 FEET IN WIDTH, CONVEYED TO THE CHICAGO AND PACIFIC RAILROAD COMPANY BY INSTRUMENT RECORDED JUNE 2, 1897 AS DOCUMENT NUMBER 29348; THENCE SOUTH 89 DEGREES 51 MINUTES 23 SECONDS EAST, ALONG THE NORTH LINE OF SAID STRIP OF LAND, BEING ALSO THE SOUTH LINE OF THE PRESENT SOO LINE RAILROAD RIGHT OF WAY AS DESCRIBED IN DEED RECORDED JUNE 14, 1989 AS DOCUMENT NUMBER 1978774, 111.50 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 23 SECONDS EAST 50.00 FEET; THENCE SOUTH 0 DEGREES 8 MINUTES 37 SECONDS WEST 25.00 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 23 SECONDS WEST 50.00 FEET; THENCE NORTH 0 DEGREES 8 MINUTES 37 SECONDS EAST 25.00 FEET TO THE POINT OF BEGINNING; ALL IN KANE COUNTY, ILLINOIS, AND CONTAINING 1250 SQUARE FEET THEREIN.

ACCESS/UTILITY EASEMENT:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON STAKE AT THE SOUTHWEST CORNER OF PROPERTY CONVEYED BY WARRANTY DEED RECORDED JANUARY, 1968 IN BOOK 2433 PAGE 492, AS DOCUMENT NUMBER 11053566: THENCE NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID PROPERTY, 324.68 FEET TO AN IRON STAKE; THENCE CONTINUING NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST 155.32 FEET TO A POINT ON THE NORTH LINE OF A STRIP OF LAND, 100 FEET IN WIDTH, CONVEYED TO THE CHICAGO AND PACIFIC RAILROAD COMPANY BY INSTRUMENT RECORDED JUNE 2, 1897 AS DOCUMENT NUMBER 29348; THENCE SOUTH 89 DEGREES 51 MINUTES 23 SECONDS EAST, ALONG THE NORTH LINE OF SAID STRIP OF LAND, BEING ALSO THE SOUTH LINE OF THE PRESENT SOO LINE RAILROAD RIGHT OF WAY AS DESCRIBED IN DEED RECORDED JUNE 14, 1989 AS DOCUMENT NUMBER 1978774, 161.50 FEET TO A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 8 MINUTES 37 SECONDS WEST 25.00 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 23 SECONDS EAST 24.77 FEET; THENCE SOUTH 27 DEGREES 9 MINUTES 33 SECONDS EAST 68.61 FEET; THENCE SOUTH 0 DEGREES 38 MINUTES 56 SECONDS WEST 98.81 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 4 SECONDS EAST 25.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST, ALONG SAID EAST LINE AND ALSO THE WEST LINE OF THAT PART OF KLINK STREET VACATED PER DOCUMENT NUMBER 2001K122666, 105.00 FEET; THENCE NORTH 27 DEGREES 9 MINUTES 33 SECONDS WEST 90.03 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 23 SECONDS WEST TO THE POINT OF BEGINNING; ALL IN KANE COUNTY, ILLINOIS, AND CONTAINING 5340 SQUARE FEET THEREIN.

ASSIGNMENT OF MEMBERSHIP INTEREST

(for VB Midwest I LLC)

THIS ASSIGNMENT OF MEMBERSHIP INTEREST (this "Assignment") is made and entered into effective as of January 30, 2015 between (i) United States Cellular Operating Company of Chicago, LLC, a Delaware limited liability company ("Assignor") and indirect wholly owned subsidiary of United States Cellular Corporation, a Delaware corporation ("U.S. Cellular"), and (ii) Vertical Bridge Midwest LLC, a Delaware limited liability company ("Assignee").

WHEREAS, reference is made to that certain Purchase and Sale Agreement, dated December 10, 2014 (the "Purchase Agreement"), by and among U.S. Cellular, Assignee, Vertical Bridge Midwest LLC and (for the limited purposes set forth therein) Vertical Bridge Holdings, LLC;

WHEREAS, capitalized terms used but not defined herein have the meanings given to them in the Purchase Agreement;

WHEREAS, Assignor is the sole owner of the Membership Interest in VB Midwest I LLC, a Delaware limited liability company (the "Transferred Membership Interest");

WHEREAS, pursuant to, and subject to the terms and conditions of, the Purchase Agreement, U.S. Cellular agreed to cause Assignor to transfer the Transferred Membership Interest to Assignee; and

WHEREAS, in fulfillment of certain of U.S. Cellular's obligations under the Purchase Agreement, Assignor desires to transfer to Assignee the Transferred Membership Interest.

NOW, THEREFORE, FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in and to the Transferred Membership Interest.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Membership Interest as of the date first written above.

ASSIGNOR:

UNITED STATES CELLULAR OPERATING
COMPANY OF CHICAGO, LLC

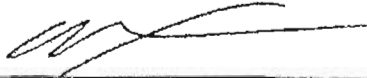
By: 

Name: Thomas Weber

Title: Vice President

ASSIGNEE:

VERTICAL BRIDGE MIDWEST LLC

By: 
Name: Alexander L. Gellman
Title: Chief Executive Officer

Site Name: Hampshire

Site No. 8831368

GROUND LEASE

This Lease is made and entered into as of the 15th day of February, 2007, by and between Village of Hampshire, having an address at 234 S. State St., Hampshire, IL 60140-0457, hereinafter referred to as "Landlord," and United States Cellular Operating Company of Chicago, LLC, a Delaware LLC, having an address at Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease. (a) Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord the following described parcel (the "Leasehold Parcel"):

Approximate dimensions: 25' x 50'

Approximate Square Feet: 1250

Location: 100 Klick Street, Hampshire, IL 60140

in Kane County, State of Illinois. This description of the Leasehold Parcel shall be superseded by a surveyed legal description that shall be attached to this lease as Exhibit A."

(b) During the Initial Option Term (as defined below) and any extension thereof, and during the term of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises (as hereinafter defined) and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord's title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant's Permitted Use (as hereinafter defined), all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of \$1250.00 upon execution of this Lease by Landlord and Tenant. The Option will be for an initial term of twelve months (the "Initial Option Term") and may be renewed by Tenant for an additional six months upon written notification to Landlord and the payment of an additional \$1250.00 no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord hereby leases the Leasehold Parcel to the Tenant subject to the following terms and conditions.

2. Grant of Easements. Landlord hereby grants to Tenant an access easement 30 feet in width from the Leasehold Parcel to the nearest accessible public right-of-way (the "Access Easement") and a utility easement 10 feet in width to the nearest suitable utility company-approved service connection points (the "Utility Easement"); the Access Easement and the Utility Easement are collectively referred to herein as the "Easements"; the lands underlying the Access Easement and the Utility Easement are collectively referred to herein as the "Easement Parcels," which Easement Parcels are further described in Exhibit "A" attached hereto and incorporated herein). The Easements granted herein shall include, but not be limited to, (a) the right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels, (b) the right to improve an access road within the Access Easement Parcel, (c) the right to place utility lines and related infrastructure within the Utility Easement Parcel, (d) the right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of (i) installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel and (ii) improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery, and (e) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and the Easement Parcels are collectively referred to herein as the "Premises." Landlord agrees to make such additional direct grants of easement as Tenant may request in order to further the purposes for which Tenant has been granted the easements set forth in this Section 2.

3. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, and a security fence, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Improvements"); Tenant's use described in this Section 3 is hereinafter referred to as the ("Permitted Use"). Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week.

4. Term of Lease. In the event Tenant exercises the Option, the initial Lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date (as defined below). The Initial Term will terminate on the last day of the month in which the fifth anniversary of the Commencement Date falls.

5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to four additional terms of five years each, upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term (as same may have been extended in accordance with this Section 5).

6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving 30 days' prior written notice to Landlord.

7. Base Rent. Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant shall pay Base Rent to Landlord in the amount of \$1500.00 per month, the first payment of which shall be due within 30 days of the Commencement Date and installments thereafter on the first day of each calendar month. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Base Rent on behalf of the Landlord. Base Rent will be prorated for any partial month.

8. Adjusted Base Rent. On the annual anniversary of the Commencement Date and throughout the duration of the Lease as renewed and extended, the Base Rent shall be adjusted annually on each anniversary date by an amount equal to three percent (3%).

9. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations.

10. Property Taxes. Except as otherwise set forth in Paragraph 11, Landlord shall be responsible for payment of real property taxes related to Landlord's property of which the Leasehold Parcel is a part ("Landlord's Parcel"). Tenant shall be responsible for the real estate taxes levied against the Leasehold Parcel and for payment of all personal property taxes, where applicable, levied against Tenant's tangible personal property located on the Leasehold Parcel.

(a) If the real property tax assessment classification of Landlord's Parcel changes as a result of Tenant's use thereof, then Tenant shall reimburse Landlord for real property tax increases attributable to such commercial use. In the absence of any definitive calculations of such increases in values, increases in the real property values reflected in Landlord's real property tax bill received after the first assessment date following Tenant's completion of construction shall be deemed to best approximate the tax impact attributable to Tenant.

(b) If the Leasehold Parcel is eligible for a separate assessor's parcel number, the real property tax bill for the Leasehold Parcel shall be sent directly to and shall be paid by Tenant. If the Leasehold Parcel is not eligible for a separate assessor's parcel number, Landlord shall be responsible for payment of real property taxes related to Leasehold Parcel. Tenant shall reimburse Landlord for Tenant's proportionate share of such real property taxes paid by Landlord. Tenant's proportionate share shall be determined as the square footage of Leasehold Parcel, divided by the square footage of Landlord's Parcel, times total real property tax attributable to the land contained in Landlord's Parcel.

(c) Tenant shall reimburse Landlord for Tenant's share of the real property taxes related to the Landlord's Parcel or to the Leasehold Parcel, as determined in paragraph (a) or (b) of this section, following Landlord's demand thereof. Landlord's requests to Tenant for reimbursement of such real property taxes should be addressed to:

U. S. Cellular,
P.O. Box 31369,
Chicago, IL 60631-0369

A copy of Landlord's real property tax bill and a paid tax receipt must accompany all Landlord's requests to Tenant for reimbursement of such real property taxes. Tenant shall only be responsible for real property tax reimbursements requested within one year of payment of such real property taxes by Landlord. Tenant shall comply with valid requests for reimbursement to Landlord by utilizing the same payment method utilized for rent payments related to this lease.

(d) In order to ensure that Tenant's leasehold interest is not extinguished in the event that the real property taxes related to Landlord's Parcel become delinquent, Tenant shall have the right, but not the obligation, to pay delinquent real property taxes related to Landlord's Parcel. Tenant shall be entitled to take a credit against Base Rent under this lease for any such taxes paid by Tenant that exceed Tenant's proportionate share thereof, as determined in paragraph (a) or (b) of this section.

11. Repairs and Maintenance. Tenant shall be responsible for all repairs and maintenance of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises.

12. Mutual Indemnification. Each Party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other Party, against all claims, losses, costs, expenses, damages, and liabilities arising from: (i) the negligence, willful misconduct or strict liability of such Party, or its agents, employees, or contractors; or (ii) any material breach by such Party of any provision of this Agreement. Neither Party shall be responsible or liable to the other for any claim, loss, cost, expense, damage or liability arising from any claim to the extent attributable to any acts or omissions of the other Party.

13. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of Two Million Dollars covering Tenant's work and operations upon Landlord's Parcel. Upon written request, Tenant shall provide Landlord with a certificate of insurance evidencing such insurance coverages and naming Landlord as an additional insured

14. Monetary Default. Tenant shall be in default under this Lease if Tenant fails to make a payment of Base Rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure.

15. Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure. Such grace period shall automatically be extended for an additional 90 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

16. Assignment of Lease by Tenant. This Lease shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.

17. Subleasing. Tenant shall have the unreserved and unqualified right to sublet all or any portion of the Premises to subtenants upon gaining Landlord's written approval which shall not be unreasonably withheld, conditioned or delayed. Any future subtenant (sublessee) of the tower shall be required to enter into a separate agreement for ground space with the Landlord as a condition of subleasing tower space from the Tenant.

18. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises.

19. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall remove the above ground improvements from the Premises. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground improvements.

20. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term as the same may be extended, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

21. Subordination and Non-Disturbance. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in Landlord's Parcel a non-disturbance agreement in form and substance reasonably satisfactory to Tenant.

22. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Premises, and that Landlord has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereon.

23. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.

24. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

25. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

26. Modifications. This Lease may not be modified, except in writing signed by both parties.

27. Non-Binding Until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.

28. Subject to Tenant's prior approval which shall not be unreasonably withheld, conditioned or delayed Landlord shall have the right to locate up to two antennas used for the Landlord's emergency communications system on Tenant's Tower. Tenant agrees to allow Landlord the use of the Tower free of charge provided that Landlord's antennas do not interfere with Tenant's or any sub-lessee's use of the Tower. Landlord shall provide Tenant with a written request for any desire to utilize the Tower. Said request shall include the technical specifications of the Landlord's equipment including but not limited to the frequency range and ERP of the antenna(s). Landlord is solely responsible for any and all work associated with installing and maintaining Landlord's antenna(s). Landlord shall comply with any reasonable request by Tenant regarding the use of Tenant's Tower for Landlord's purpose.

[SIGNATURE PAGE FOLLOWS]

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

LANDLORD: Village of Hampshire

TENANT: United States Cellular Operating Company of Chicago, LLC, a Delaware LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____ (and) _____, known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing Ground Lease, appeared before me this day in person and (severally) acknowledged that (he) (she) (they) signed the said Lease as (his) (her) (their) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2007.

Notary Public

My commission expires _____

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that (name) _____, (title) _____, for _____, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant corporation, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2007.

Notary Public

My commission expires _____

Exhibit A

SUBJECT PROPERTY

PARCEL 1: LOTS 15 AND 16 IN BLOCK 4 OF JACOB RINN'S ADDITION TO THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON STAKE ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST MARKING THE SOUTHWEST CORNER OF THE CHICAGO AND PACIFIC RAILROAD ACCORDING TO THE DEED AS RECORDED ON JUNE 2, 1897, IN THE OFFICE OF THE COUNTY RECORDER OF KANE COUNTY, ILLINOIS, IN BOOK 365 ON PAGE 623 AS DOCUMENT NUMBER 29348; RUNNING THENCE EASTERLY ALONG SAID RAILROAD RIGHT-OF-WAY LINE 1077.50 FEET TO AN IRON STAKE FOR A PLACE OF BEGINNING; CONTINUING THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE 243.50 FEET TO AN IRON STAKE ON THE EAST LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21; RUNNING THENCE SOUTHERLY ALONG SAID EASTERLY LINE, AT AN ANGLE OF 90 DEGREES 20 MINUTES MEASURED COUNTER CLOCK WISE FROM THE LAST DESCRIBED COURSE, 380.50 FEET TO AN IRON STAKE; RUNNING THENCE WESTERLY, AT AN ANGLE OF 89 DEGREES 33 MINUTES MEASURED COUNTER CLOCK WISE FROM THE LAST DESCRIBED COURSE, 243.50 FEET TO AN IRON STAKE WHICH IS 380.00 FEET SOUTH TO THE PLACE OF BEGINNING. SITUATED IN THE TOWNSHIP OF HAMPSHIRE COUNTY OF KANE IN THE STATE OF ILLINOIS.

PARCEL 3: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, (ASSUMED) ALONG THE WEST LINE OF SAID QUARTER QUARTER SECTION, 1170.16 FEET TO THE SOUTHWEST CORNER OF A STRIP OF LAND, 100 FEET IN WIDTH, CONVEYED TO THE CHICAGO AND PACIFIC RAILROAD COMPANY BY INSTRUMENT RECORDED JUNE 2, 1897 AS DOCUMENT NUMBER 29348, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 0 MINUTES 10 SECONDS EAST, 100.00 FEET TO THE NORTHWEST CORNER OF SAID STRIP OF LAND; THENCE NORTH 89 DEGREES 56 MINUTES 33 SECONDS EAST, ALONG THE NORTH LINE OF SAID STRIP OF LAND, BEING ALSO THE SOUTH LINE OF THE PRESENT SOO LINE RAILROAD RIGHT OF WAY AS DESCRIBED IN DEED RECORDED JUNE 14, 1989 AS DOCUMENT NUMBER 1978774, 1318.47 FEET TO THE EAST LINE OF SAID QUARTER QUARTER SECTION, BEING THE NORTHEAST CORNER OF SAID STRIP OF LAND; THENCE SOUTH 0 DEGREES 3 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION 100.00 FEET TO THE SOUTHEAST CORNER OF SAID STRIP OF LAND; THENCE SOUTH 89 DEGREES 56 MINUTES 33 SECONDS WEST, 1318.37 FEET TO THE POINT OF BEGINNING IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF KLINK STREET AND RINN AVENUE VACATED PER PLAT OF VACATION RECORDED NOVEMBER 20, 2001, AS DOCUMENT NUMBER 2001K122666 (EXCEPT THE NORTH HALF OF SAID VACATED RINN STREET LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID KLINK STREET), ALL IN THE

SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

LEASE PARCEL:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON STAKE AT THE SOUTHWEST CORNER OF PROPERTY CONVEYED BY WARRANTY DEED RECORDED JANUARY, 1968 IN BOOK 2433 PAGE 492, AS DOCUMENT NUMBER 11053566: THENCE NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID PROPERTY, 324.68 FEET TO AN IRON STAKE; THENCE CONTINUING NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST 155.32 FEET TO A POINT ON THE NORTH LINE OF A STRIP OF LAND, 100 FEET IN WIDTH, CONVEYED TO THE CHICAGO AND PACIFIC RAILROAD COMPANY BY INSTRUMENT RECORDED JUNE 2, 1897 AS DOCUMENT NUMBER 29348; THENCE SOUTH 89 DEGREES 51 MINUTES 23 SECONDS EAST, ALONG THE NORTH LINE OF SAID STRIP OF LAND, BEING ALSO THE SOUTH LINE OF THE PRESENT SOO LINE RAILROAD RIGHT OF WAY AS DESCRIBED IN DEED RECORDED JUNE 14, 1989 AS DOCUMENT NUMBER 1978774, 111.50 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 23 SECONDS EAST 50.00 FEET; THENCE SOUTH 0 DEGREES 8 MINUTES 37 SECONDS WEST 25.00 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 23 SECONDS WEST 50.00 FEET; THENCE NORTH 0 DEGREES 8 MINUTES 37 SECONDS EAST 25.00 FEET TO THE POINT OF BEGINNING; ALL IN KANE COUNTY, ILLINOIS, AND CONTAINING 1250 SQUARE FEET THEREIN.

ACCESS/UTILITY EASEMENT:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON STAKE AT THE SOUTHWEST CORNER OF PROPERTY CONVEYED BY WARRANTY DEED RECORDED JANUARY, 1968 IN BOOK 2433 PAGE 492, AS DOCUMENT NUMBER 11053566: THENCE NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID PROPERTY, 324.68 FEET TO AN IRON STAKE; THENCE CONTINUING NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST 155.32 FEET TO A POINT ON THE NORTH LINE OF A STRIP OF LAND, 100 FEET IN WIDTH, CONVEYED TO THE CHICAGO AND PACIFIC RAILROAD COMPANY BY INSTRUMENT RECORDED JUNE 2, 1897 AS DOCUMENT NUMBER 29348; THENCE SOUTH 89 DEGREES 51 MINUTES 23 SECONDS EAST, ALONG THE NORTH LINE OF SAID STRIP OF LAND, BEING ALSO THE SOUTH LINE OF THE PRESENT SOO LINE RAILROAD RIGHT OF WAY AS DESCRIBED IN DEED RECORDED JUNE 14, 1989 AS DOCUMENT NUMBER 1978774, 161.50 FEET TO A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 8 MINUTES 37 SECONDS WEST 25.00 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 23 SECONDS EAST 24.77 FEET; THENCE SOUTH 27 DEGREES 9 MINUTES 33 SECONDS EAST 68.61 FEET; THENCE SOUTH 0 DEGREES 38 MINUTES 56 SECONDS WEST 98.81 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 4 SECONDS EAST 25.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 38 MINUTES 56 SECONDS EAST, ALONG SAID EAST LINE AND ALSO THE WEST LINE OF THAT PART OF KLINK STREET VACATED PER DOCUMENT NUMBER 2001K122666, 105.00 FEET; THENCE NORTH 27 DEGREES 9 MINUTES 33 SECONDS WEST 90.03 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 23 SECONDS WEST TO THE POINT OF BEGINNING; ALL IN KANE COUNTY, ILLINOIS, AND CONTAINING 5340 SQUARE FEET THEREIN.

AFFECTS PERMANENT TAX INDEX NUMBERS: 01-21-451-002, 01-21-451-022 AND 01-21-476-014

Site Plan and Survey attached hereto

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

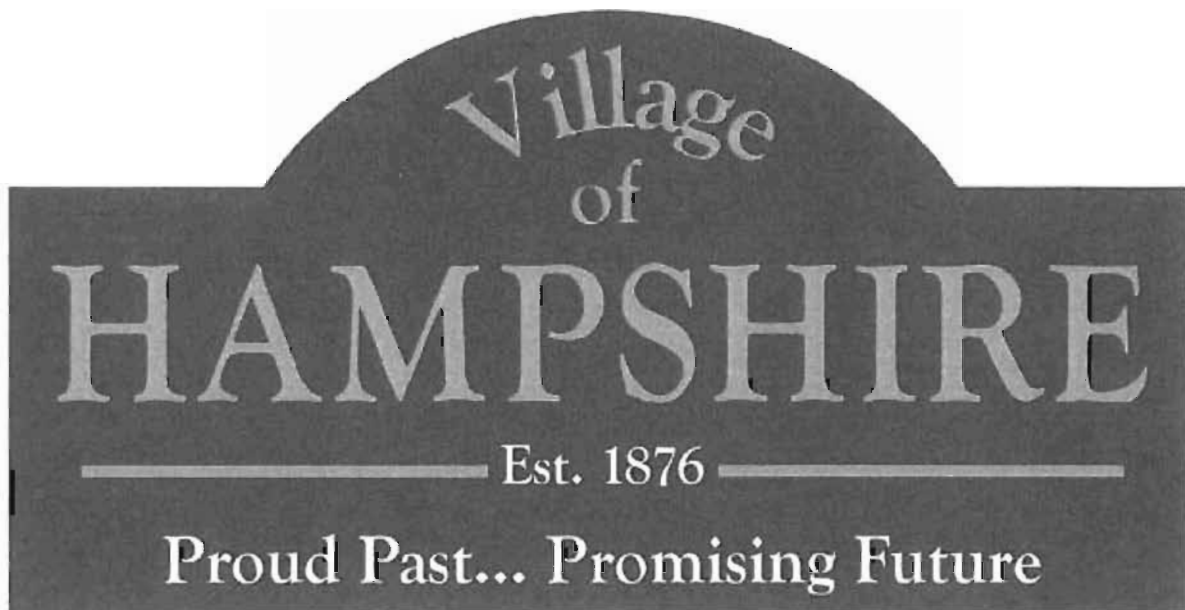
FOR: September 7, 2017 Village Board Meeting

RE: Revolving Loan Fund Request from Chiro Plus Family Health Wellness

Background. The Revolving Loan Fund Committee met to consider the loan application of ChiroPlus Family Health & Wellness, S.C.. Dr. Ryan Foster and his business partner Angelica Lemus Hendrickson are purchasing Comprehensive Family Health Center from Dr. Dominic Ranallo.

Analysis. ChiroPlus will be a family-based practice that treats and prevents musculoskeletal conditions. The loan request was for \$75,000 and will retain/create five full time jobs, three of which will benefit low or middle income persons. Following discussion the revolving fund recommended extending a loan in the amount of \$75,000 at an interest rate of 4.5% with repayment utilizing a 10 year amortization with a 5 year balloon payment. The committee further recommended obtaining personal guarantees from Dr. Foster and Ms. Hendrickson and requiring life insurance on both parties in the amount of \$75,000 with the Village of Hampshire listed as beneficiary. The Village would ask for a security agreement covering the assets of the business and require insurance on all equipment, furniture and fixtures, etc. The Village will file a UCC statement to secure interest in the assets. They also recommended that ChiroPlus pay closing costs (this would include the attorney's fees to draw up the documents and the UCC filing fee). The application and business plan are attached.

Recommendation. Staff recommends the Board consider the loan request of ChiroPlus Family Health & Wellness in the amount of \$75,000. Should approval for this request be granted. Staff requests authorization to work with the Village Attorney to prepare the documents for this purpose.



Revolving Loan Fund

Application Package

The Village of Hampshire Revolving Loan Program provides direct financing to businesses at below market, fixed rate of interest in cooperation with loans made through private financing. The program is designed to assist with the retention and growth of the existing industrial and commercial base, providing needed financial assistance to new start-up businesses, and the development of minority and female owned businesses.

Eligible uses of loan proceeds:

- Construction/renovation
- Leasehold improvements
- Purchase of machinery/equipment or inventory
- Working capital

**** THE FUND MAY NOT BE USED TO REFINANCE EXISTING DEBT**

JOB CREATION/RETENTION CRITERIA

Loans can be made to eligible businesses which demonstrate that the project will result in the creation or retention of jobs. For every \$15,000 which is loaned, at least one (1) Full-time Equivalent (FTE) job must be created or retained. A FTE job can be created by a combination of one or more part-time jobs. Also, at least 51% of the jobs created must benefit low-moderate income individuals.

The Village of Hampshire will not fund more than 50% of the total project cost. Terms of the loan are negotiated with flexible repayment to match the company's cash flow.

Each Revolving Loan Fund application made to the Village will undergo the same review process. First, it will be reviewed by the Village staff for completeness, and then it will be presented to the Revolving Loan Fund Committee. The RLF Sub-Committee reviews the loan application and makes a recommendation to the Village Board of Trustees. The Village Board makes the final decision regarding each RLF application.

The review process takes up to six weeks or longer and is on a first come, first served basis. Applications that meet the Village's criteria and demonstrate the greatest potential for job creation and economic development will be viewed most favorable. All loans are contingent upon availability of funds. The Village Board of Trustees reserves the right to deny any application at any time.

Additional information regarding the Hampshire Revolving Loan Fund can be obtained by contacting:

Village of Hampshire
234 S. State Street
Hampshire, Illinois 60140
847-683-2181

LOAN APPLICATION PACKAGE

The loan application package must include all of the following items:

1. Completed application for financing. ✓
2. Personal resume(s) of principals and managers. ✓ Bf
3. Current signed personal financial statements of principals.
4. Two years tax returns for principals of business. ✓
5. Three (3) years operating results consisting of balance sheets and profit and loss statements or tax returns (if established company). ✓ ~
6. Twelve (12) month cash flow statement (if start up company). ✓ Bf
7. Narrative of business history and expected results. ✓ Bf
8. Cost estimates, bids, or other documentation substantiating borrower's request or need. ✓ Bf
9. **Applicant must submit original and five copies of loan application and supporting documents.**

Any incomplete application will not be reviewed by the Loan Review Sub-Committee. Other information may be requested by the Revolving Fund Committee during its review of the request.

Accountant Representing Company: Block Advisors - Richard Evans

Address: 1530 N. Randall Rd, Ste 120

City & Zip: Elgin, IL 60123

Telephone #: (847) 608-7955

1) Provide a brief description of the proposed project:

Purchase of Comprehensive Family Health Center in Hampshire
as an asset sale, which will include office equipment and
furniture, patient list, and good standing in the community,
along with working capital.

2) If new construction, provide building dimensions, and construction type. If renovation, provide detailed explanation of improvements to be undertaken.

How many full-time equivalent jobs will be created by proposed project within 18 months of project completion? 5

(*full-time equivalent jobs equal 1,950 hours worked annually)

Of the full-time equivalent jobs created, how many will benefit low-moderate income persons? 5

Amount of loan requested from the Hampshire Revolving Loan Fund: \$ 75,000

Interest rate of loan requested from the Village of Hampshire 5.00% %

Term of the loan requested from the Village of Hampshire: 10 years

Purpose for which Village funding is requested: (land acquisition, working capital, inventory, etc.):

Purchase existing practice (Comprehensive Family Health Center) - asset

Purchase office equipment

Working capital

Purchase office furniture

Purchase Patient List

Proposed Financing: (i.e. bank, owner equity, Village)

Source	% of Project	Terms
<u>Asset Family Loan</u>	<u>50%</u>	<u>5 years, 5.00% Interest</u>
_____	_____	_____
_____	_____	_____

Total Project Cost: \$ 150,000

Payment of the Hampshire-RLF loan will be guaranteed by:

Ryan T. Foster, DC

Provide summary of collateral offered in guarantee of loan including type of collateral, value of collateral, and any liens or encumbrances against collateral:

Collateral for guarantee of the loan will be the office equipment, valued at \$24,000.



ChiroPlus

Family Health & Wellness^{S.C.}

ChiroPlus Family Health & Wellness, S.C.

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ChiroPlus Family Health & Wellness, S.C.

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ChiroPlus Family Health & Wellness, S.C.

1.0 Executive Summary

ChiroPlus Family Health & Wellness, SC is a multi-disciplinary, family-based practice that focuses on the treatment and prevention of musculoskeletal conditions caused by physical, chemical, and emotional stressors. Through the use of Chiropractic care, Physical Therapy, and Massage Therapy with a specialty in Chiropractic Pediatrics, the Owner and Clinic Director, Ryan T Foster, D.C., F.I.C.P. and Business Partner/Office Manager/Massage Therapist, Angelica Lemus Hendrickson are able to impact the community in and around Hampshire, IL through a team approach to this approach to healthcare.¹

Angelica brings a vast amount of knowledge and experience in the financial realm of the business, organization and attention to detail, as an auditor with American Chartered Bank, for 4 years, as well as extensive management skills as a Physical Therapy/Massage Therapy Manager with Advanced Medical and Wellness for two years.²

Over the last 17 years, Dr. Foster has developed a proven track record of growing offices to massive levels of volume and profit with his passion to give back the gift he received from chiropractic, and along those years, he has acquired the knowledge and experience of owning, operating, managing, and maintaining highly successful practices. Dr. Foster's greatest success came over his five years with Chiro One Wellness Centers in Romeoville, IL, where he was able to grow an office to 716 Patient Visits a week with an average of 400-450 PVs per week regularly, and maintained a highly profitable 1.2 million dollar clinic for three years. His leadership roll extended past Clinic Director, and continued as a Mentor and Trainer for near 35 new doctors to the company, who went on to become Clinic Directors of their own Chiro One offices. Dr. Foster grew Elite Rehab Plainfield to 350-400 PVs per week for 2 years, and his experience expanded as the Director the Marketing Department of a 2.4 million dollar office in Chicago with East Bank Chiropractic.

Currently, with Comprehensive Family Health Center, Dr. Foster has grown the office from 185 Patient Visits per month (42 PVs per week) and \$21,000 in collections monthly to 620 PVs per month (144 PVs per week) and collecting \$47,000 per month over a ten-month period. Dr. Foster is uniquely qualified to own, build, grow and manage a hugely successful multi-disciplinary practice for many years to come, with the aim of expansion to additional practice locations in the Chicagoland Area.

Dr. Foster is asking for a loan of \$75,000 from the Village of Hampshire through the Economic Development Initiative and Revolving Loan Fund, since the total amount needed to start ChiroPlus Family Health & Wellness, S.C. is \$150,000. The other \$75,000 will be acquired through a family personal loan from Angelica's family. This loan will go toward the Asset Purchase of Comprehensive Family Health Center in Hampshire, which includes the office equipment and furniture, working capital, and

¹ see Addendum, Dr. Foster's Resume

² see Addendum, Angelica Lemus Hendrickson's Resume

ChiroPlus Family Health & Wellness, S.C.

Comprehensive's patient list. The price of the practice is \$106,000 for the patient list and office furniture and content, with \$24,000 for the existing Office Equipment, totaling \$130,000. The additional \$20,000 of the loan amount will act as working capital through the beginning weeks of the start-up.

1.1 Mission

To create a comprehensive and caring health and wellness practice that the community respects and trusts, through education and service provided in the office and at our various community outreach events and corporate health and wellness initiatives.

1.2 Keys to Success

- A. Utilizing detailed and proven Office Procedures and Protocols to maintain the management, growth, and efficient flow of the office.
- B. Maintaining the highest levels of customer service, and a warm, family environment, to nurture our families to optimal health and wellness.
- C. Enrolling reliable staff with the passion for patient care, customer service, and Practice goals and vision to aid in the growth and flow of the office.³
- D. Building the practice from within by enrolling internal and external referrals
- E. Maximizing patient retention and satisfaction by customizing individual care plans and educating patients about the importance of continued, maintenance, and wellness care.
- F. Detailed and Organized Marketing Plan and Community Outreach Events aimed at educating and enrolling the public about their health concerns, ChiroPlus, and the healthcare options available to them.
- G. Maintaining steady cash flow with a highly trained and educated Billing Staff that analyzes and maximizes insurance reimbursements.

1.3 Objectives

- A. Collections of \$753,232 in the first year with a \$2,500 case average after using the most recent stat sheet from April 2017, \$1,107,301 by the end of the second year, and \$1,407,301 by the end of year three.
- B. Maintain a minimum Gross Margin of 55%, to pay back our loan quicker and build capital for the growth and expansion of our office to multiple locations.

³ see Addendum, Personnel Plan

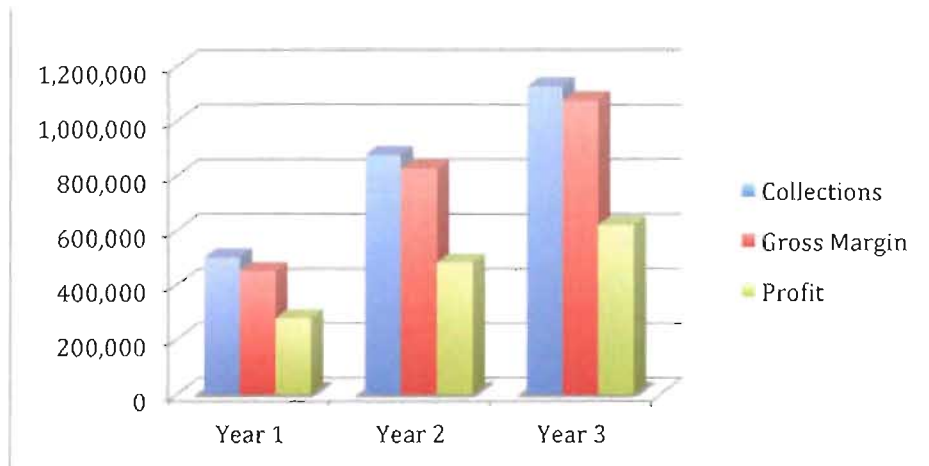
ChiroPlus Family Health & Wellness, S.C.

C. Total of 250 New Patients (Patient Conversions) by the end of year 1, with an average of 25 New Patients per month, and an average of 10-15 referrals per month, and figuring in a 75% retention rate.

D. Two to three marketing events weekly with an average of 3-5 scheduled new patient visits per event, and customer acquisition cost of \$7,500 yearly, initially.

E. Dollar per patient visit average of \$80-\$100 with an increase occurring with the mastering of the procedures and protocols in the office over the three years.

F. New Patient show percentage to increase from 50%-75% over three years with the practice acquiring more internal referrals, with an increase of 60%-80% New Patient Conversion Rate (becoming an investing patient) over the three years.



2.0 Company Summary

ChiroPlus Family Health & Wellness, S.C. is a newly formed corporation that provides family-based, quality healthcare focused in holistic chiropractic medicine, physical rehabilitation, and therapeutic massage through extraordinary customer service and education provided to the following markets:

- Residents of our community and neighboring communities suffering from acute and chronic conditions related to the nervous system and spinal structure and function.
- Management and Employees of regional businesses and business owners with an interest in company health and wellness by partnering with ChiroPlus to provide their quality healthcare.
- Families from our community will provide the prime demographic for ChiroPlus, with the doctor specializing in pediatrics and whole family health and wellness.
- Area schools and teachers will provide the backbone of our youth's education and opportunities for the future, and allows us a chance to give back to our community.
- Worker's Compensation Organizations that allows us to provide quality healthcare to our community's workforce without abusing the Workers' benefits.

ChiroPlus Family Health & Wellness, S.C.

- Provide fair and equitable healthcare to those suffering from injuries sustained in Motor Vehicle Accidents, as well as working with area insurance companies to become the providers for their policy holders' healthcare.
- Provide an avenue for local athletic teams and organizations to ensure quality healthcare for their players and participants.

As the business grows in volume and subsequently, in profit, ChiroPlus will bring on more providers to more readily facilitate the growth of the practice and provide patient-driven healthcare to the surrounding community, and allow ChiroPlus to become a flagship office, from which new offices and clinic directors will be trained and prepared for similar growth and success. ChiroPlus will become a pillar of the community, participate as a member of multiple community organization, and aid the Village with the continued growth of community businesses.

2.1 Start-up Summary

Our start-up costs are \$150,000, which includes the purchase price of the office, business and marketing software, educational brochures, office supplies and equipment, legal and accounting cost, office furniture and computers, initial month's rent/security deposit, and initial advertising cost, including production of printed reports.

Long-term assets include key diagnostic equipment (Computerized Range of Motion and Muscle Testing valued at \$8,000), X-ray equipment, and chiropractic tables. Much of this will be financed by direct owner investment. The projected loan to aid in the purchase of equipment and working capital is shown as a long-term liability. The assumptions are shown in the following table and chart.

Table: Start-Up

Start-up Expenses	
Total Cost of the Office to be Purchased	<u>\$130,000</u>
Legal and Accounting	\$2,500
Office Supplies and Equipment	\$500
Business Cards and Brochures	\$200
Insurance	\$800
Rent (3 Months)	\$4,500
Practice Utilities (3 Months)	\$1,500
Licensing	\$2,000
Build Out Costs	\$2,000
Phone Line Set Up Fees	\$200
Computers and Software	\$2,800
Marketing Equipment, Supplies, and Fees	\$1,000
Office Furniture	\$2,000
TOTAL START-UP EXPENSES	\$150,000
Start-up Assets (Office Equipment)	\$24,000
Cash Required	\$20,000
Other Current Assets	\$0
Long-term Assets	\$0
TOTAL ASSETS	\$44,000
Total Requirements	\$150,000

ChiroPlus Family Health & Wellness, S.C.

2.2 Company Ownership

ChiroPlus Family Health & Wellness The company An S Corp was established to allow ChiroPlus to acquire more profit to develop in the growth of the practice and future expansion, since an S Corp allows the shareholders to pay themselves a fair salary, while concentrating on extraordinary patient care. Thee President of the Corporation is Dr. Ryan T Foster, D.C. and the Vice-President of the Corporation is Angelica Lemus Hendrickson.

Angelica brings a vast amount of knowledge and experience in the financial realm of the business, organization and attention to detail, as an auditor with American Chartered Bank, for 4 years, as well as extensive management skills as a Physical Therapy/Massage Therapy Manager with Advanced Medical and Wellness for two years.⁴

Dr. Foster, a graduate for National University of Health Sciences in December, 1999, has a unique connection with chiropractic that was very instrumental to his choice of profession. In 1991, Dr. Foster was in a nearly fatal car accident that rendered him in a coma, and after 9 days in the coma, Dr. Ryan woke, brain damaged and unable to walk or talk. He was told by the medical world that he would be a vegetable for the rest of his life. Chiropractic, along with physical therapy allowed Dr. Ryan to regain his faculties and began to walk and talk.

The Village of Hampshire is constructing an Economic Growth Plan that entails developing State St into a Professional District of the Village Center. At this point, ChiroPlus would be the only Chiropractic Office in Hampshire, IL, with the added feature of being a multi-disciplinary practice offering Physical Therapy and Massage therapy, all in the same office. This allows our patients the care they need and the efficiency and convenience to receive it all at one location.

According the Population Demographics of Hampshire, IL in 2016 and 2017, the population is made up of single-family homes with the primary age ranges in the community being between the ages of 35-54, with the population of minors, under the age of 17, dominating the market in Hampshire. For years, the population of Hampshire has been dominated by the 54-75 age category, and there is a definite shift to increasing the amount of single families in the community.

As a multidisciplinary office, ChiroPlus is uniquely qualified to receive patients of all ages with a Chiropractor that can treat all age groups, including children, as a Pediatric Specialist, a Physical Therapist that can work that will allow for our seniors to be able to get quality care that may be covered by Medicare insurance, and Massage Therapy, which compliments the Chiropractic and Physical Therapy patients. Together, ChiroPlus offers the population of Hampshire, IL, not only efficient, quality healthcare, but allows the convenience of being located in town and having it all under one roof.⁵

⁴ see Addendum, Personnel Plan

⁵ Suburbanstats.org, 2013-2016

ChiroPlus Family Health & Wellness, S.C.

3.0 Products and Services

ChiroPlus Family Health & Wellness offers a high level of professional service that can help with many ailments including: acute or chronic low back pain, neck pain, headaches, sports injuries, work injuries, injuries as a result of a car accident, pre and post surgical care, and many other conditions that the scope of practice allows in the state of Illinois.

Chiropractic is a health care profession that focuses on the relationship between the body's structure—mainly the spine—and its functioning. Although practitioners may use a variety of treatment approaches, they primarily perform adjustments (manipulations) to the spine or other parts of the body with the goal of correcting alignment problems, alleviating pain, improving function, and supporting the body's natural ability to heal itself.

Physical therapy is services provided by physical therapists to individuals and populations to develop, maintain and restore maximum movement and functional ability throughout the lifespan. The service is provided in circumstances where movement and function are threatened by aging, injury, pain, diseases, disorders, conditions or environmental factors and with the understanding that functional movement is central to what it means to be healthy.

Massage therapy is the scientific manipulation of the soft tissues of the body for the purpose of normalizing those tissues and consists of manual techniques that include applying fixed or movable pressure, holding, and/or causing movement of or to the body.

4.0 Market Analysis

ChiroPlus Family Health & Wellness offers a high level of professional service that can help with many ailments including: acute or chronic low back pain, neck pain, headaches, sports injuries, work injuries, injuries as a result of a car accident, pre and post surgical care, and many other conditions that the scope of practice allows in the state of Illinois.

With the most recent housing crash, the plans to build single-family homes in Hampshire was put on hold when the construction companies were not able to sustain the building contracts. Recently, according to the Hampshire Chamber of Commerce, these building contracts have been reestablished and there are plans to construct 2670 new single-family homes within the next 3-5 years in Hampshire, IL. This fact, with the population of Hampshire, IL predominantly between the ages of 35-54 and below 17, makes ChiroPlus uniquely equipped to handle the influx of these new residents and the current shift in demographics.⁶ Regardless of the shift, ChiroPlus, with the multi-disciplines that it possesses will allow for optimal healthcare for the entire population of Hampshire, IL.

⁶ Suburban Stats; 2016-17. <https://suburbanstats.org/population/illinois/how-many-people-live-in-hampshire-village>

ChiroPlus Family Health & Wellness, S.C.

After working with Comprehensive Family Health Center in Hampshire, IL for nearly 9 months, Dr. Ryan Foster and Angelica Lemus Hendrickson have been able to build and nurture many relationships with patients from Hampshire and neighboring communities, with The Hampshire Chamber of Commerce, The Village of Hampshire, The Hampshire Township, area businesses, as well as reaching out to patients from communities that are not that close, like Schaumburg, Aurora, Plainfield, Bolingbrook, Chicago, Belvidere. The latter will travel to receive the quality of care that we can provide. Just because we practice in a small town doesn't mean that we can have big reach and even bigger visions.

4.1 Market Segmentation

Acute Pain Sufferers: This is a majority of our patients due to the driving force of pain. For years, chiropractic has been the forerunner in treating acute pain associated with the Musculoskeletal System. Pain is a useful indicator that something is wrong with the body that requires attention. Acute pain tends to occur suddenly, often in response to an injury or a change in mobility or function. For example, if you run into a door and hurt yourself, or awaken with a stiff neck that was not there before, that is acute pain.

Chronic Pain Sufferers: Chronic pain may also start suddenly, but what differentiates it from acute pain is that it persists; it extends beyond the normal range required for healing. Accidents and diseases can result in pain that lingers long after the event that caused it. The problem is that the longer we feel a chronic pain, the more our bodies and brains compensate and change to accommodate it. This can lead to not only a decreased sense of well-being but actual degradation of our physical health. Medical treatment of chronic pain tends to rely on drugs to mask or reduce the pain, but rarely addresses the root cause of the pain. Chiropractic treatment has been found to be a safe, drug-free, non-invasive treatment for many types of pain, but may be most effective when dealing with chronic pain.

Other Pain Sufferers: Refers to the segment of the market that experiences pain syndrome like, Fibromyalgia, Chronic Fatigue Syndrome, Migraines and Tension Headaches, Carpal Tunnel Syndrome, etc. In most of these cases, Medical Doctors are not equipped to properly service patients with these conditions because their training in musculoskeletal disorders is limited, and the prescription drug route has yet to develop an alternative, non-drug solution to healthcare.

Sports Injuries: The main reasons athletes suffer sports injuries include forceful impacts, repetitive motions, over-training and failure to warm up properly. Chiropractors can help athletes by relieving their pain and helping them heal faster after an injury. Regular visits will promote quicker recovery after games and training as well as better balance and overall performance.

Work Injuries: The 2016 Oregon Workers' Compensation Premium Rate Ranking Summary, released in October, showed that Illinois had the eighth highest workers' comp rates in the nation, with an index rate of 2.23 on Jan. 1, 2015, which is 121 percent of

ChiroPlus Family Health & Wellness, S.C.

national median. Worker's Compensation recognizes chiropractic as an efficient and affordable way to get their employees the care they need and to get them back to work.

Motor Vehicle Accidents: These types of patients, most of the time, have acute conditions that require immediate treatment and can later develop into patients in need of continued care. A working relationship with local car insurance companies can develop referrals, if the quality and quantity of care is extraordinary and efficient.

Pediatrics: In support of a May 23 statement issued by the Chiropractors' Association of Australia (CAA) on the safety of chiropractic care, the American Chiropractic Association (ACA) affirms that the evaluation, diagnosis, care and management of the pediatric patient is within the scope of chiropractic care, and that pediatric chiropractic care, when administered properly, is effective, safe and gentle. ACA recognizes that the doctor of chiropractic is an important member of the integrative pediatric health care team. As mentioned earlier, one of the prime demographics for the Village of Hampshire is the pediatric population, which can lead to life-long patients and pillars of our practice in the years to come.

Post Surgical: It's estimated that between 15-61% of patients continue to suffer from back pain after spinal surgery, and nearly two-thirds of all chronic pain patients suffer from failed back surgery syndrome. While many of these patients are encouraged to have revision surgery, a growing body of research suggests that chiropractic care can improve symptoms without the risks and costs of another operation.

Corporate Clients: This segment of the market is primarily overlooked by Doctors of Chiropractic. But, based on the fact that musculoskeletal injuries are a significant contributor to rising workers' compensation insurance costs, it is an area that is ripe for the Chiropractic Industry. Not only can we provide the care for their workers, but we can also provide the education and follow-up necessary to prevent injuries from occurring in the first place. These companies are required to have safety programs in place. We can help provide the framework for this program's success.

4.2 Service Business Analysis

Chiropractic entities in and around Hampshire, IL range from small operations, which do not take or accept insurance plans to multi-disciplinary offices with medical doctors and physical therapist on staff. ChiroPlus is a multidisciplinary office that reaches out to all the neighboring communities and provides Chiropractic, Physical Therapy, and Massage Therapy to the residents of Hampshire and their families. Over my 17-year career as a chiropractor, I have been exposed to offices that just offer chiropractic, others with a Physical Therapist, and more with Massage Therapy. The business model of ChiroPlus intertwines all three of the disciplines, and thus provides optimal care for Hampshire residents and the surrounding communities.

In the State of Illinois, Chiropractic has a very open scope of practice that allows chiropractors to treat all physical ailments without the use of drugs and surgery, as well

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as having the ability to be primary care physician, if they so choose. Having these three disciplines in one office gives the practice certain advantages, like better reimbursement rates from insurances, ability to use insurances that exclude chiropractic and require a licensed Physical Therapist, and ability to offer more complete care for our Medicare Patients. Chiropractors diagnose and treat the cause of problems rather than just treating the symptoms; Massage Therapists alleviate the muscle spasms that develop as a result of the pressure on the nervous system; finally, the Physical Therapist will develop a program that will aid in the healing, strengthening, and supporting of the human frame.

Together, ChiroPlus Family Health & Wellness possesses the business model that will provide the best quality healthcare in one location and aid in the overall wellness of our community. During my 17 years of experience, I have acquired a vast amount of knowledge in the areas of staff and practice management, patient management, marketing, and billing and coding, which makes me uniquely equipped to build and grow a practice, make it successful and profitable quickly, and maintain its growth for years to come. We are currently very active in our community by providing health and wellness events and opportunities and various locations and gatherings in the neighboring community, networking, and other marketing opportunities to aid in bringing more opportunities to educate and enroll people into the vision of achieving better overall health.

4.2.1 Competition, Competitive Edge, and Buying Patterns

Chiropractic in and around Hampshire, IL is a rarity with ChiroPlus being the only chiropractic office in the Village of Hampshire, with 2 Chiropractic offices East in Genoa (9.5 miles away), and one in Pingree Grove. There is a high concentration of Chiropractic offices in Huntley (12-15 mi Northwest), and 15 miles away in the center of Sycamore, IL. Further west to Hampshire is the large city of Elgin (15-20 mi away), which is also abundant with Chiropractors. ChiroPlus is centrally located to three Major Hospitals: Kishwaukee Community Hospital in Sycamore, Centegra Hospital in Huntley, and Advocate Sherman Hospital in Elgin, which are all within 15-20 minutes from the practice address. Within 15-20 miles of ChiroPlus, there are two Physical therapy offices in Hampshire (Moffett Physical Therapy and Kishhealth System Physical Therapy), and each of these has other branches in neighboring towns. Kishhealth is also located in Genoa and Moffett also has a branch in Huntley. There are also a number of Physical Therapy offices located in Elgin. Massage Therapy is offered in some of these locations, and there are some Massage Therapists that work on their own, but few are focused on Therapeutic massage and work along side a Chiropractor and Massage Therapist. In the case of ChiroPlus, the lead Massage Therapist is also by business partner, which stabilizes the dynamic and creates a team approach that customizes the care for each of our patients.

The question comes, what makes ChiroPlus different from these other medical professionals? Aside from the extraordinary level of customer service that we provide, other professionals act as competition, as well as colleagues, and gives ChiroPlus a favorable advantage in the marketplace. Firstly, ChiroPlus is able to provide all these

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healthcare options in one location, working together to help our community to achieve their full human potential. Secondly, ChiroPlus is aware of the limitations that it has in some healthcare fields and has developed and will continue to develop relationships with medical doctors, insurance companies, and attorneys, and help maintain a referral network between these professions. Thirdly, ChiroPlus welcomes competition because it gives our current patients and our potential patients options and comparisons for the quality of care that we provide and stand by. Although ChiroPlus is the only chiropractor in Hampshire, we are very aware that people will travel long distances for quality care and for a doctor and staff that they know, like, and trust, and this is why we pride ourselves on the services that we provide and the manner in which we provide them.

In our experience, pain sufferers want to know four things when they enter our office: what is wrong with me, can you help, how long will it take, how much will it cost. During the initial visit, the patient is looking for empathy about their problems, as well as assessing the competency level and compassion of the doctor. More so than in illness care, there is a certain psychosocial component that goes along with being injured and the potential of being unable to provide for themselves or for their family for any length of time. The doctor who can demonstrate to the patient the compassion and competency for what the patient is experiencing is more likely to connect with and gain the trust of that patient, thus developing a connection with that patient. From the trust and the connection that is made with the patient, the doctor is able to educate the patient about their condition(s), to construct a proposed care plan, show the estimated costs, and develop a payment plan that the patient can invest in and continue with consistent treatment.

The most important element by far is what it takes to keep a patient and have that patient refer their friends and family. It is well worth the effort to go the extra mile and provide the customer service that most patients do not expect from a 'typical' doctor's office. Dr. Foster is a Chiropractic Pediatric specialist, and he is very aware that no child can be treated without having the parents' trust, and thus the connection is very important to make with the parent's, and definitely with the child. Dr. Foster has specialized in Pediatrics for 17 years, and he is very effective in building those connections and has demonstrated amazing results with previous Pediatric patients. Potential patients are never turned away, and if we are unable to treat their condition, we will get them to the right professionals that can. We have an open door policy that allows for those in need to be able to come in during our operating hours and not be turned away or told to reschedule.

Personal injury attorneys and medical doctors frequently refer auto accident patients and patient suffering from musculoskeletal pain and conditions, but they are more apt to refer to doctors and offices that they have a relationship with; therefore, it is essential to build relationships with attorneys in the area that specialize in personal injury litigation as well as medical physicians. Maintaining these relationships requires prompt reporting, open lines of communication, and the utilization of a team of specialists in other fields of diagnostic imaging and medicine. Typically, if patients are referred by an outside source such as an attorney, physician, or other patient they follow the word of mouth referral. It

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is rare for someone to go price shopping from one chiropractor to the next, although some will "shop" for a second opinion.

In the area of workers' compensation, the principles of patient's perception are similar, with the added element that the patient's employer also needs to feel confident in the type of care provided. It is essential to understand the investment each company has in their employees, beyond just their ability to perform a specific job. A clear focus on constant communication with the company's safety manager and an emphasis on rehabilitation to return the injured worker back to the job as quickly as possible are essential components. In this area, ancillary services such as follow-up education for injury prevention, post-job-offer screenings, and updating the employer groups in changes to workers compensation law are ideally part of the package companies are looking for when considering a doctor to oversee the care and rehabilitation of their injured labor force.

4.3 Target Market Segment Strategy

The term “chiropractic” combines the Greek words *cheir* (hand) and *praxis* (practice) to describe a treatment done by hand. Hands-on therapy—especially adjustment of the spine—is central to chiropractic care. Chiropractic is based on the notion that the relationship between the body’s structure (primarily that of the spine) and its function (as coordinated by the nervous system) affects health. Spinal adjustment/manipulation is a core treatment in chiropractic care, and Chiropractors commonly use other treatments in addition to spinal manipulation.

In the United States, chiropractic is often considered a complementary health approach. According to the 2007 National Health Interview Survey (NHIS), which included a comprehensive survey of the use of complementary health approaches by Americans, about 8 percent of adults (more than 18 million) and nearly 3 percent of children (more than 2 million) had received chiropractic manipulation in the past 12 months. Additionally, an analysis of NHIS cost data found that adults in the United States spent approximately \$11.9 billion out-of-pocket on visits to complementary health practitioners—\$3.9 billion of which was spent on visits to practitioners for chiropractic manipulation.

The Population of Hampshire, according to the US Census Bureau in July 1, 2015, was 6,130, and the population of the major cities within a 15-25 mile radius of Hampshire (Huntley, Elgin, Sycamore, Genoa) was 160,884 with a total of 167,014 people.⁷ According to the NHIS in 2007, 10% of chiropractic patients are children, so there are 16,701 children and 147,612 are adults. If only 8% of the adult population and 3% of the Pediatric population of the US received Chiropractic care, of the overall population of our community, the US averages state that only 12,310 of the population received care; that is only 7.3 percent of the total population. That leaves over 92.7% (154,822) of the remaining population with 30% realistically becoming potential new patients.

⁷ US Census Bureau; 2015;

https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml#

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Many people who seek chiropractic care have low-back pain. People also commonly seek chiropractic care for other kinds of musculoskeletal pain (e.g., neck, shoulder), headaches, and extremity (e.g., hand or foot) problems. With Pediatrics, the patient complaints are more functional (ear infection, asthma, allergies, colic, ADHD, etc.), and related to sports injuries, especially in this age group.

An analysis of the use of complementary health approaches for back pain, based on data from the 2002 NHIS, found that chiropractic was by far the most commonly used therapy. Among survey respondents who had used any of these therapies for their back pain, 74 percent (approximately 4 million Americans) had used chiropractic. Among those who had used chiropractic for back pain, 66 percent perceived “great benefit” from their treatments.⁸

Most injuries due to vehicular and work related accidents involve the soft tissues of the body, namely the muscles, ligaments, and nerves. In addition to the facts mentioned above, it makes complete economical sense to target this market, because it is still the most financially rewarding, with case average amounts being 30-50% higher than cases covered by traditional insurance plans. Perhaps most importantly, Chiropractic care has been shown to help increase production in the workplace, decrease sick days, and improve overall health. According to a compilation of data obtained from NHTSA (The National Highway Traffic Safety Authority), The Crashworthiness Data System, The Fatal Accident Sampling System, as well as the General Estimates System, the national average with regard to incidence (that is the number of a given event occurring within a population in a given time period) is 0.77%. That is, 1,286 people in our community will be involved in an accident each year.⁹

Much like the victims of motor vehicle accidents, a large percentage of those injured at work experience problems with the soft tissues in and around the spine. According to data provided by the U.S. Department of Labor, as of the year 2001, 20% of all work related injuries in the U.S. affect the soft tissues of the neck, back, and extremities.¹⁰

5.0 Strategy and Implementation Summary

ChiroPlus Family Health & Wellness, SC will focus its marketing energies on the residents of Hampshire, IL and its neighboring communities with internal and external marketing, while using internet marketing, and referrals to reach our target market and develop a plan for future expansion of the ChiroPlus brand.

Chiropractic focuses on the treatment and correction of musculoskeletal pains and conditions, along with functional deviations of the spine and nervous system without the

⁸ National Center for Complimentary and Integrative Health: NCCIH Pub No.: D403; February 2012; <https://nccih.nih.gov/health/chiropractic/introduction.htm>.

⁹ 2000/2005 Scan/US Estimates; www.scanus.com

¹⁰ U.S. Department of Labor, Bureau of Labor Statistics Injuries, Illnesses, and Fatalities; www.bls.gov/iif/home.htm

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use of drugs or surgery. The target market for our practice is acute and chronic pain sufferers, families in our community, including their children, area businesses and their employees, pre and post surgical patients, members of our community that have been injured in motor vehicle accidents, and work related accidents, either recently or in the past. We will reach these people directly through emotional based direct response marketing and indirectly through our contacts with local personal injury attorneys, medical physicians, and corporate clients. Being that there are only two Medical Physicians in Hampshire, our networking efforts will be focused in the denser towns, like Sycamore, Elgin, Huntley.

5.1 Marketing Strategy

Marketing in a chiropractic practice hinges on the ability to properly communicate to the general public that natural care is a viable and effective alternative to traditional medicine. In order to reach out to the community, marketing must be done directly (person to person/persons), and indirectly through legal, insurance, and medical referrals, as well as corporate safety managers, and Human Resource Managers in area corporations to set up corporate wellness programs and events for management and employees.

Dr. Foster and Mrs. Lemus Hendrickson have quickly become pillars of the community by attending all the major community events and providing services that allows the exposure of the company. Along with various health talks, we provide free chair massages and spinal health screenings at many of these community events to build relationships with the residents, give them a chance to voice their concerns about their health, provide them with the education and means to help with their health concerns, and schedule appointments to examine their problem areas further. We firmly believe that when people are educated about their health concerns, shown what can be done to address those concerns, and given a corrective plan and health goals, then people are more apt to make an educated decision to invest in our practice and get the healthcare that they need.

Developing these relationships with other healthcare professionals, attorneys, area businesses, and community groups and organizations will expose us as individuals and not just another doctor's office, as well as putting a foothold into our community by contributing to the community and embracing its residents.

Internal marketing is a secure backbone of any successful Chiropractic and Group Practice with patient satisfaction and retention. Find what your people want and give it to them in extraordinary fashion. Biweekly, we will be advertising and implementing health workshops that will be held for any of our existing patients and any guests or potential patients, but it will be held on a topic that will be taken from a survey that each of our patients take. They are called a workshop because the attendees won't only be listening to a lecture, but participating and interacting with each other within the various topics. Quarterly, there will be holiday or event celebrations as patient appreciation days (Varying events). Every two months, the Dr. will hold "Dinner with the Doc" at an area

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restaurant where all patients are notified of the dinner as an opportunity to introduce Chiropractic, the doc, and the staff to prospective patients that wouldn't otherwise come into the office because of preconceived notions about Chiropractic or our practice. This allows the prospect the opportunity to put those notions aside, listen to the Doc and some patient testimonials, while having a nice dinner and doing it all in a less intimidating environment.

Mailers will be sent to the communities around us that don't just promote our business and give a coupon. Rather, it will be constructed with a bit of education about a "hot" health topic (enough information to spark interest) and an invitation to a health talk or a free consultation with the Doctor.

We will also contribute to the community by sponsoring events, athletic teams, helping with groups or organizations, starting Health and Wellness Fairs, and doing business with the businesses in our community. Churches typically reach out to the community with different events and they would create more opportunity to expose our business and again, to help our community find their way back to God.

We also offer health screening or massage events to our civil servants (police, fire, village, chamber, etc.) and have also performed health screenings for most of the schools in our area. The civil servants, along with some area companies, host certain events that attract residents of Hampshire and all the neighboring communities, and through the relationships that we build, we are able to be part of those events and offer them free health screenings. What is unique about our health screenings, is that Dr. Foster and Angelica provide the screenings themselves, so that the first connection with the potential patient is when they meet us at the marketing event.

The corporate market is an opportunity to introduce what we do and who we are to a large mass of people with health screenings or various health talks. Some of these health talks can fill the companies OSHA requirements, and provide employees ways to manage or take care of their health concerns, in order to increase production at work or improve their overall health for the rest of their lives.

There is a virtually untapped Hispanic market in Hampshire, and with Angelica being fluent in Spanish, it has allowed us to break open this market and provide service for a percentage of the population that has been underserved. Fortunately, this demographic makes up a good portion of the workforce in our community, and we are able to provide the quality care that they need and want.

5.2 Sales Strategy

Sales in our business are part service and part education. We must service the patient by listening intently and identifying their chief area(s) of concern, and then provide visible evidence, when it exists, to show them what the cause of their problem is and the benefits of correcting that problem. We will never sell a patient on a visit-by-visit basis, but rather

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on a per case basis demonstrating the value of following a proven program that works for their complaint.

We must take a stand for our patients' health, even when they don't. We must never be afraid to tell the patient everything they need, but also keep in mind people do not always buy what they need but what they emotionally connect to. We enroll the in the possibility of becoming pain-free and being able to do the things they weren't able to and want to again. Then, we take them on a journey and describe what it will take to get them to that point, while discussing the time and frequency commitment to get well, as well as the financial commitment.

When working with a corporation, it is more important to display the benefits of our services to them, rather than focusing on the benefits to our business. Corporate events give the employees options in their healthcare and help the corporation save money by reducing lost work time, the cost of training new or replacement employees, and insurance costs.

5.2.1 Sales Forecast

The following table and chart will show the forecasted sales for the next 3 years. With the use of the funding from this loan, we will be purchasing Comprehensive Family Health Center, in which we have been working and growing the practice for the past 10 months. Dr. Ranallo, the current owner of Comprehensive, immediately turned over all the patient care to Dr. Foster when he began working in August 2016. ChiroPlus is aware that there will be a drop-off in collection during the first three months of practice since our in-network status will be on hold for about a month, and when the Doctor and the Physical Therapist have their in-network status, the insurance claims will be paid and collections will catch up. For the purposes of projections, the practice will maintain the growth of the patient volume, since the staff will not change during the change of ownership. Therefore, the projections are not based on national averages; rather they are based on our actual averages over the ten months working in the current location.

The cost of acquiring a new patient from a marketing event can be calculated and averaged by assuming the participants' payroll, equipment, supplies, and prices for attending the event. Since Angelica and I do all our own marketing events, payroll is negligible, but equipment and supplies (massage chair, clip boards, pens, etc.) costs about \$100/month to maintain. The cost of the events varies, but we attend events that are cost effective for the project results of the events, and generally speaking, we would not attend an event with the cost being over \$300. Therefore, the acquisition of a single marketing event would be roughly \$150, and with an average of 3-5 scheduled new patients per event and 75% retention rate, the average cost of acquiring a new patient from a marketing event is \$50. Internal referrals are the best type of marketing and with referrals comprising half of our new patient conversions, it is safe to assume that the price of acquiring any new patient into our office (internal or external) is \$25

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If ChiroPlus produces 25 New Patient Conversions per month, the yearly marketing expenses should be \$7,500, with each conversion initially generating \$2500 per case in revenue with a life-long average of \$10,000-\$12,000 per life-long patient.

Sales for Durable Medical Equipment (DMEs), which in Cervical Pillows, Lumbar Supports, Orthotics, TENS, Back Braces, and Cervical Home Traction units with an assumption of a 25% compliance rate for new patients each month. The per unit cost of TENS units is \$29, selling for \$150. The cost of Cervical Home Traction device is \$150 selling for \$250. Pillows cost \$25 each and are sold at \$50 a piece, and Orthotics are \$200 on average per pair and selling for \$500. Lumbar Back Braces cost \$60 and selling for \$800. Monthly, the cost of DMEs on average is \$575, with the yearly cost being \$6,900; the yearly revenue for these products would be \$26,250.

Please note that for ease of understanding year-by-year growth projections are made with a June 1, 2017 start date. We are, however, prepared to begin immediately providing adequate funding is secured. Before we started in Hampshire at Comprehensive on August 8, 2016, we marketed at The Coon Creek Festival and scheduled 60 new patient visits for an examination, and 46 New Patients showed for their visits in our first five weeks. At the time we started at Comprehensive, they were averaging about \$18,000 in Collections per month, 5-8 New Patients per month, and their weekly patient visits were 42. As of April 30, 2017, we had 16 New patients, \$42,202 in Collections, and averaged 130 patient visits per week over the month.

Sales Forecast			
	Year 1	Year 2	Year 3
Sales			
Chiropractic, Physical Therapy, Massage Therapy	\$726,982	\$1,081,051	\$1,381,051
Durable Medical Equipment	\$26,250	\$26,250	\$26,250
Orthotics			
Lumbar Back Braces			
TENS Units			
Cervical Pillows			
Cervical Home Traction Units			
Total Sales	\$753,232	\$1,107,301	\$1,407,301
Direct Cost of Sales			
Marketing Costs (on Average)	\$7,500	\$10,000	\$12,500
Durable Medical Equipment	\$6,900	\$6,900	\$6,900
Subtotal Direct Cost of Sales	\$14,400	\$16,900	\$19,400

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Chart: Sales Monthly

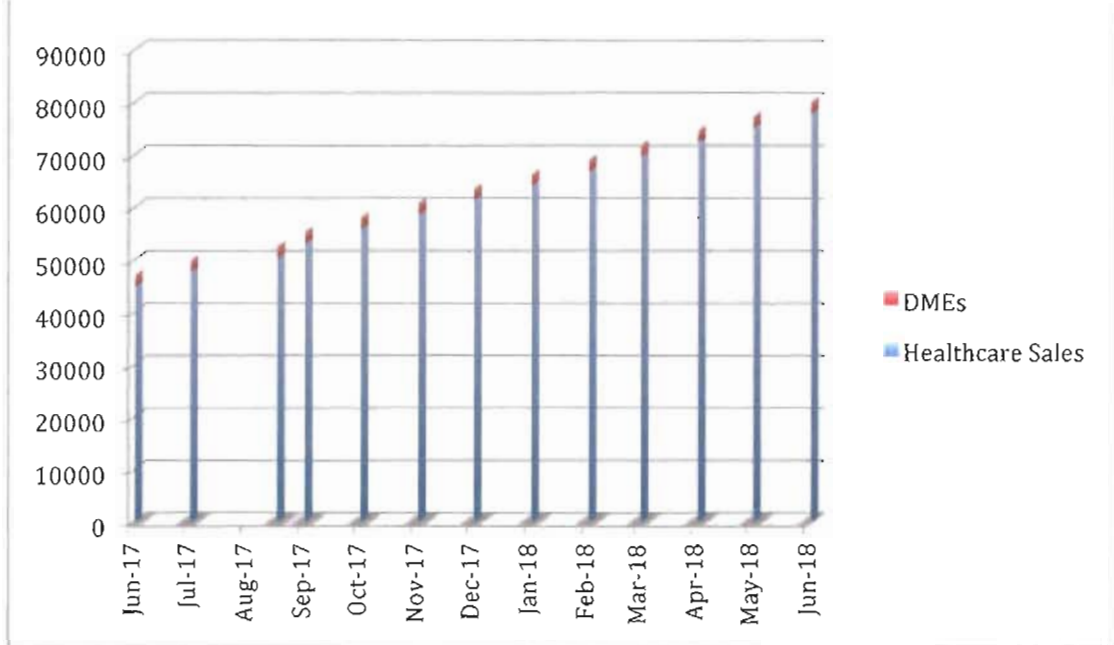
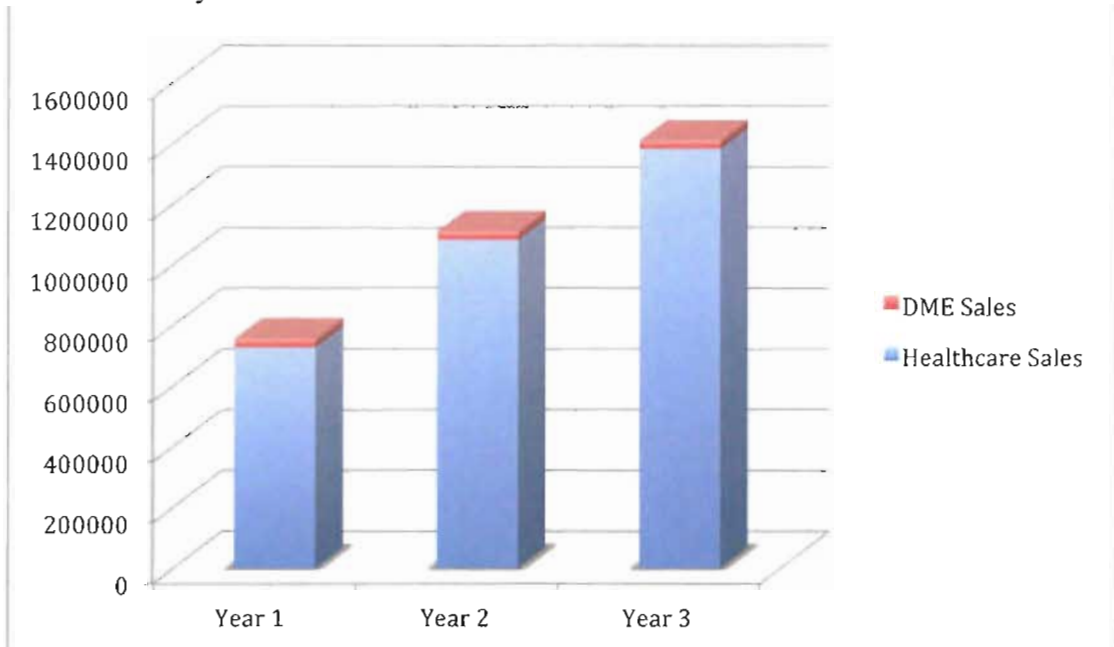


Chart: Sales by Year



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5.3 Growth Plan

We have outlined our sales projections and this section will outline the steps we are going to take to get to those numbers. The first steps are to finish this business plan and secure funding, and once the funding is secured, purchase the space occupied by Comprehensive Family Health Center. The ChiroPlus Corporation has already been setup and registered with the state of Illinois, and we have been working and building Comprehensive, so the transition should be smooth with the patient base and the staff. Also, we have begun the process of getting the corporation, the Doctor, and the Physical Therapist into the insurance networks, in order to maintain the cash flow into the office.

5.3.1 Developmental Strategy

Initially, within the first two weeks after the purchase of the space, Policy and Procedure Manuals and Job Description Manuals will be issued to each employee to create a strong foundation and a improve the flow to the office. With the secured funding, we will purchase EHR software (Platinum Systems) and the computer necessary to run a network throughout the office, and this with help with the efficiency and flow in the office by limiting the paperwork in the office and streamlining the health records and making them more complete, visit-to-visit.

Working in Comprehensive for 9 months has allowed us to develop a patient base, a foothold in the community, and relationships with area officials and businesses. Within the first two weeks, we will begin the process of introducing our new Corporation to the community by visiting Police, Fire, Village, Chamber, Attorneys, Insurance Companies, and area businesses and Corporations. We will also send introductory letters to Attorneys, Insurance Companies, Physicians, and School to make everyone aware of the new business in town, and begin creating working relationships with each. It is our plan to have a Grand Opening within the first two months, and each professional will be invited with our patient base, and it will be marketed in the community, as well. ChiroPlus will have announcements made in the local newspaper and other platforms to reach our community.¹¹

As our practice grows, the need for staffing is crucial for the continued growth of the office. It is our plan to hire Physical Therapy Assistant, a Part-time Front Desk Staff, another Massage Therapist followed by a second when the volume increases, and another Chiropractic Assistant. ChiroPlus is not going to just hire all these different people; the hiring process will be based on volume and practice income. When the practice reaches a certain income, an Associate will be hired and trained.¹²

¹¹ see Personnel Plan

¹² see Personnel Plan

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5.3.2 Growth Vision

With the patient volume increasing, we will quickly outgrow the space that we purchase, and with the marketing blitz that we intend to introduce to the community, we will need a bigger space to continue the growth, maintain the flow patient satisfaction. We have already are speaking to office space owners in Hampshire about leasing options, where we can continue serving our patients and community without losing any ground with our growth.

When we reach the point of hiring an Associate Doctor, we will have constructed an Associate Manual that will outline a Job Description, Training Program, and the Key Metrics to either grow in this office or to venture out and allow ChiroPlus to build another location with that associate as the Clinic Director. It is our goal to make ChiroPlus Family Health & Wellness the flagship and training ground for future offices under the ChiroPlus Corporate name.

Associate Doctors and New Offices will be held at certain key metrics and standards to maintain the brand of ChiroPlus, while allowing the Doctor the ability to grow within our company. There will be biweekly Doctor's Meetings and Trainings to aid the doctors in potential problem areas and strange scenarios, and monthly full-staff Meetings and Trainings to keep everyone focused on the vision and the mission of the company, as well as, aiding in the growth of the corporation and the development of its employees.

The key metrics that the Doctors will be held to also creates opportunities for them to increase their ownership in the growth of their office. The specifics and criteria will be outlined in the Associate Doctor's Manual.

ChiroPlus is a medical corporation and has the ability to hire other medical professionals, and has the intention of bringing these other professionals to the downtown Hampshire Area to help create a Professional District in Hampshire. With the housing market growing in Hampshire, the need for convenient medical services is essential in maintaining the health and growth of our community.

5.4 Milestones

The table that follows outlines the steps necessary to market blitz the community and create a buzz about our new practice name and build new relationships and to strengthen existing ones. This is an aggressive plan to build momentum and maintain procedures and protocols inside and out of the office.

Milestones:	Start Date	End Date	Budget	Manager	Department
Complete Business Plan	12/20/16	7/12/17	\$0	Dr. Foster	Admin
Print 20 Copies of Plan	5/12/17	7/13/17	\$200	Angelica	Admin

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Secure startup Funds	5/13/17	7/15/17	\$600	Both	Admin
Hampshire Revolving Loan	5/13/17	8/25/17	\$400	Dr. Foster	Admin
Personal Loan	5/10/17	8/12/17	\$0	Angelica	Admin
Purchase Business Cards	10/1/16	8/5/16	\$80	Angelica	Marketing
Policy and Procedural Manual	7/1/17	7/15/17	\$120	Dr. Foster	Admin
Job Description Manual	7/1/17	7/2/17	\$120	Dr. Foster	Admin
Hire an Accountant	5/20/17	7/20/17	\$300	Both	Admin
Hire an Attorney	5/20/17	5/20/17	\$1,500	Both	Admin
Purchase the Office Space	7/1/17	8/25/17	\$0	Both	Admin
Grand Opening for ChiroPlus	7/1/17	9/15/17	\$250	Both	Marketing
Finalize Partnership with Angel	10/1/16	7/26/17	\$100	Dr. Foster	Admin
Register for insurance networks	5/1/17	7/15/17	\$0	Dr. Foster	Admin
Purchase EHR Software	7/1/17	9/1/17	\$119	Dr. Foster	Admin
Purchase Computers	7/15/17	9/20/17	\$600	Both	Admin
Purchase Needed Equipment	7/31/17	8/31/17	\$1,500	Both	Admin
Hire Massage Therapist(s)	7/5/17	7/20/17	\$0	Both	Admin
Hire a Part-time PTA	7/31/17	10/15/17	\$0	Both	Admin
Team Meeting Schedule	7/2/17	8/1/17	\$0	Dr. Foster	Admin
Register Xray for us in IL	7/1/17	9/1/17	\$50	Dr. Foster	Admin
Institute Marketing Plan	6/15/17	7/31/17	\$0	Dr. Foster	Marketing
Create Marketing Event Case	6/25/17	8/1/17	\$120	Angelica	Marketing
Research all are Festivals/Fairs	5/10/17	7/15/17	\$0	Dr. Foster	Marketing
Meet with Deputy Fire Chief	7/10/17	9/17/17	\$0	Both	Marketing
Meet with Police Seargent	7/10/17	9/17/17	\$0	Both	Marketing
Meet with Village	7/10/17	9/17/17	\$0	Both	Marketing
Meet with the Chamber	7/10/17	9/17/17	\$0	Both	Marketing
Meet with Public Works	7/10/17	9/17/17	\$0	Both	Marketing
Corporate Marketing Plan	7/10/17	9/25/17	\$0	Both	Marketing
School Marketing Plan	7/31/17	8/15/17	\$0	Both	Marketing
Attorney Marketing Plan	7/10/17	9/17/17	\$0	Dr. Foster	Marketing
Area Physician Letters	7/10/17	9/17/17	\$30	Dr. Foster	Marketing
Attorney Letters	7/10/17	9/17/17	\$30	Dr. Foster	Marketing
Insurance Company Letters	7/10/17	9/17/17	\$30	Dr. Foster	Marketing
Start Half Hour to Health Series	8/1/17	9/1/17	\$0	Dr. Foster	Marketing
Start "Dinner with the Doc"	8/1/17	10/1/17	\$300	Dr. Foster	Marketing
Internal Marketing Schedule	7/10/17	9/17/17	\$0	Both	Marketing
Start Health Workshops	7/25/17	9/15/17	\$40	Dr. Foster	Marketing
Create Patient Appreciation Day	8/15/17	9/31/17	\$0	Both	Marketing
Contact Area Doctors	7/18/17	9/25/17	\$0	Dr. Foster	Marketing
Contact Attorneys	7/18/17	9/25/17	\$0	Dr. Foster	Marketing
Contact Insurance Companies	7/18/17	9/25/17	\$0	Dr. Foster	Marketing
Meet with Park Districts	7/10/17	9/17/17	\$0	Both	Marketing
Meet with Athletic Directors	7/10/17	9/17/17	\$0	Both	Marketing

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Direct Mailers	7/31/17	9/15/17	\$500	Both	Marketing
Groupon Offer	8/15/17	10/15/17	\$200	Both	Marketing
Lease Larger Hampshire Space	7/1/18	12/1/17	\$0	Both	Admin
Website Construction	7/10/17	9/10/17	\$250	Both	Admin
Plan for Expansion	7/1/20	9/1/20	\$0	Both	Admin
TOTALS			\$7,639		

5.5 Key Metrics

In addition to milestones, there are detailed key metrics that we will be watching as our business gets off the ground. Metrics are the numbers that we watch on a regular basis to judge the health of our business. They are the drivers of growth for our business model and our financial plan. Every business will have key metrics that it watches to monitor growth and spot trouble early, and your business plan should detail the key metrics that you will be tracking in your business.

Some of the key metrics that we will monitor on a daily basis are Day 1 Show Percentage, Conversions and Percentage, Patient Payments, Referrals, Collections, Patient Visits, etc. All of the statistics will be organized in a spreadsheet, and there are examples of these spreadsheets in the Appendix.^{13, 14}

6.0 Web Plan Summary

Although we do not anticipate the website being crucial in our marketing and sales game plan initially, we do understand the importance a web presence has in portraying a certain image to the public. The ChiroPlus website will offer basic information on the benefits of chiropractic care for various injuries and conditions, as well as listing our address, contact information, and hours. We will list a series of FAQs (Frequently Asked Questions), and include a link to a mapping site with online directions to the office.

In the future, we may consider adding an interactive format that allows patients to check their account balance and activity, pay bills, and schedule appointments online. It is our goal to keep up with changes in technology so long as they are cost effective; therefore, we will review our web plan quarterly and make changes in accordance with our growth and cash flow analysis.

To further show off its expertise, the ChiroPlus website should create a resources area, offering articles, research and copies of our monthly newsletters to interested parties. A calendar of upcoming events and Dr. Foster's schedule of health workshops to aid the community in continued health and wellness.

¹³see Key Metrics Appendix: Comprehensive Family Health Center

¹⁴see Key Metrics Appendix: First Year Sales Projections

ChiroPlus Family Health & Wellness, S.C.

The key to the website strategy will be combining a very well designed front end, with a back end capable of recording leads.

6.1 Website Marketing Strategy

Initially, our website will not play a large part in our overall marketing strategy. As previously stated, the ChiroPlus Family Health & Wellness, S.C. site will be provided as a convenience for our active clientele and for information purposes on a word of mouth basis. It should be well designed to add to our professional image. Eventually, we will decide to buy targeted key word searches; however, this would be subject to price and cost effectiveness.

7.0 Management Summary

The Management Team for ChiroPlus Family Health & Wellness, S.C. will be Dr. Ryan T. Foster and Angelica Lemus Hendrickson. We have our attorney on retainer, Nirav Patel, and our CPA, Tak Patel. We have plans to include the services of an IT expert to aid in our network setup and software initiation, and help construct and manage our dynamic website.¹⁵

7.1 Personnel Plan

The following table summarizes our personnel expenditures for the first three years, with compensation increases from less than \$294,000 in the first year to \$547,000 by the end of the third year. With our minds on immediate expansion, the growth of new positions in our office serves the increased workload necessary to provide the quality care that ChiroPlus will be known for and the care that Dr. Foster and Angelica provide to our current patient base at Comprehensive.

Currently, the staff comprises of Dr. Ryan Foster (The Chiropractor), Angelica (Office Manager/Marketing Director/Massage Therapist), Chiropractic Assistant, Front Desk Staff (Initially Doubling as Insurance Staff), and Physical Therapist. Our goal is to hire a Massage Therapist after the first month, and bring Angelica out to be the Office Manager and Marketing Director. A month later, we hire another massage therapist, since the office volume of the office can support two. We would need a full-time Insurance Staff by six months and that is when we hire a Part-time Front Desk person. As the office grows, there will be a need to hire a PTA that will work with or Physical Therapist to execute their care plans on the days that the Therapist is not working. Also, the increased volume will require the hiring of another Chiropractic Assistant. The projections include six-month raises, obviously pending employee evaluations.

Currently, we are the treating staff in the current office that we are looking to purchase, and that gives us the unique ability to estimate when the newest staff members will be needed. The staff that begins on Day 1 is the current staff at Comprehensive, and the hiring of support staff has been overdue, and it is just an estimate of when the hiring dates

¹⁵ see Addendum – Resumes (Dr. Foster and Mrs. Lemus Hendrickson)

ChiroPlus Family Health & Wellness, S.C.

would be. The need for Front Desk #2, Chiropractic Assistant #2, PTA, and Associate Chiropractor will be dependent on patient volume and the collections quarterly. If the quarterly collection average is \$50,000-60,000 monthly, then a PTA will be hired, in order to provide Therapy on two more days and help with the increased volume, thus generating more capital. Which allows the hiring of another CA and Front Desk Staff to handle the increased patient volume. The Associate Chiropractor won't be hired until the six-month average is over \$83,333 per month.

Table: Personnel

Personnel Plan			
	Year 1	Year 2	Year 3
Ryan T. Foster, D.C.	\$74,000	\$120,000	\$200,000
Associate Doctor #1	0	\$30,000	\$72,000
Angelica - Office Manager/ Marketing Director/MT PT	\$48,960	\$65,000	\$78,000
Massage Therapist #1	\$19,278	\$21,840	\$22,880
Massage Therapist #2	\$17,502	\$21,840	\$22,880
Front Desk #1/Insurance #1	\$36,396	\$37,440	\$39,520
Front Desk #2	\$7,152	\$14,950	\$15,600
Chiropractic Assistant #1	\$29,640	\$31,200	\$33,280
Chiropractic Assistant #2	\$11,808	\$16,575	\$16,900
Physical Therapist	\$31,200	\$33,280	\$36,400
Physical Therapy Assistant	\$17,249	\$23,920	\$24,960
	\$293,185	\$416,045	\$546,820

8.0 Financial Plan

With Dr. Foster and Angelica at the helm, ChiroPlus will grow quickly and have the procedures and protocols in place to maintain the quality of care that our patients and community have come to accept. We want to finance growth mainly through cash flow, and the way we are planning the smooth transition, cash flow will be continuous and growing. Dr. Foster and Angelica will be making all financial decisions together, but Angelica will be the Financial Director and handle all functions outlined in our Job Description manual.

The most important factors for ChiroPlus to maintain the profitability of the office is the Marketing, internal and external, adhering to protocols and procedures, and providing superior customer service, but we recognize that a practice can't be profitable without income, so daily, weekly, and monthly analysis of the key metrics is essential in diagnosing the flaws and areas of weakness in any practice. While the goal of our external sales and marketing plan is to bring new patients to the practice, the focus of our internal program will be to increase the value of the service provided.

ChiroPlus Family Health & Wellness, S.C.

We are looking at multiple sources for start-up capital, and an SBA initial long-term loan from First American Bank to fund \$150,000. This amount will give us enough to purchase the office, fund our startup expenses, and give us working capital to manage the transition, should anything arise.

8.1 Risk Analysis

In my 17 years of experience in the field of chiropractic, ChiroPlus is a culmination of all effective protocols and procedures that I have used and seen to be successful from the practices that I have worked in. I have also seen the trends in collections over the different months of the year; there are ebbs and flows in business during certain months of the year and through the year, and in the different practices that I have been part of. I am very aware of the trends, and I have developed my marketing calendar to account for these variations. The insurance trends must be recognized, in order to account for receivables and calculating expected returns. Blue Cross/Blue Shield has the quickest turnaround time of 3-5 days, whereas, the other insurances are 2-3 weeks delay for payment. The sales projections work because over the course of a year these collections variation even out, if the variations are accounted for ahead of time, and we are diligent on the analysis of the key metrics. Bookkeeping along with generation of Profit/Loss statements and Balance Sheets will be maintained and compiled on Quickbooks.

Business Risks have to be taken into account. We understand that we are in a community that is used to travelling long distances to get the quality healthcare that they are looking for, and with ChiroPlus being the only chiropractic office in Hampshire, the situation is ideal. The risk lies with the fact that people develop relationships with healthcare professionals that they know, like, and trust, and thus have already developed these relationships with those other doctors. This gives us the task of creating opportunities for the community to be exposed to ChiroPlus and the services that we can provide, close to home (see Marketing Plan). It is essential for ChiroPlus to maintain an upstanding reputation in the community based on customer service, efficiency, and results.

8.2 Break-even Analysis

- Fixed costs are calculated as day-to-day running expenses and are averaged out over the course of 12 months to develop the one-month figure.
- Fixed costs include owner's salary, rent, payroll, utilities, commonly used supplies and forms, necessary insurance, legal and technical support, professional memberships, continuing education, and employee benefits.
- Variable Cost includes our costs for inventory sold, and direct costs per patient of chiropractic care.

ChiroPlus Family Health & Wellness, S.C.

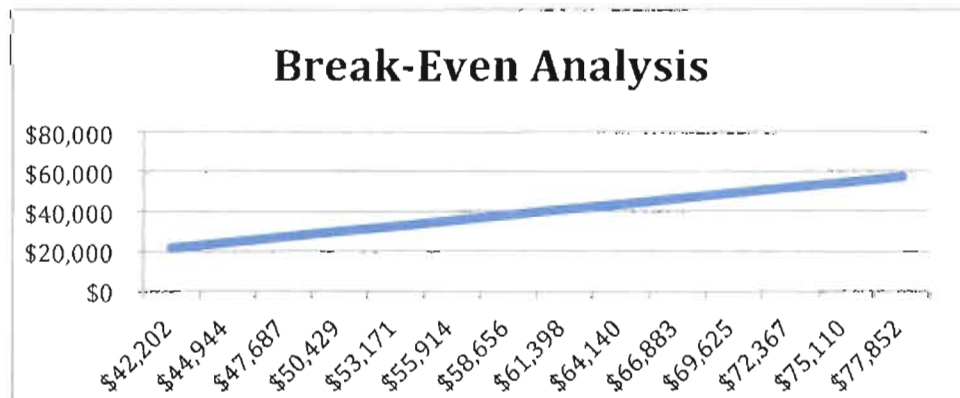
Table: Operating Expenses

Operating Expenses	
Rent	\$1,500
Owner's Salary	\$9,000
Payroll	\$7,973
Utilities	\$1,000
Office Supplies	\$400
Practice Insurance	\$40
Malpractice Insurance	\$140
Legal Support	\$200
Accounting Support	\$200
Software Support	\$119
Professional Memberships	\$50
Continuing Education	\$100
Employee Benefits	\$650
Total Operating Expenses Monthly	\$21,372

Table: Break-Even Analysis

Monthly Revenue Break-Even	\$21,372
Assumptions:	
Average Percent Variable Cost	3%
Estimated Monthly Fixed Costs	\$20,731

Chart: Break-Even Analysis



ChiroPlus Family Health & Wellness, S.C.

8.3 Projected Profit and Loss

Our projected profit and loss is shown in the following table, with sales increasing from \$753,232 the first year to more than \$1,407,301 at the end of the third year. Due in part to the nature of our business (service oriented, without the need of expensive production cost or inventory), and the fact that we have been working in the current location for the last 10 months and developed all the patient base, we will be profitable in the first year. We can expect linear growth as opposed to cyclical growth because we have developed and instituted some of the procedures and protocols, and plan to unveil a grand marketing plan once we have control of the finances in this location and under the name of ChiroPlus Family Health & Wellness, S.C. With careful analysis of our key metrics, goal planning and updating, and continued market analysis, ChiroPlus will quickly outgrow this location. We are currently in talks with owners of office space in Hampshire that may offer us more adequate space for our growing patient volume and future Growth and Expansion.

Marketing expenses are estimated at \$625 and recurring monthly, which is a very modest marketing budget designed with a low-overhead, high-yield approach to our marketing. Internal marketing is cost effective for ChiroPlus because we can control the expenses, and external marketing will consist primarily of donation of our marketing services to the community as a community outreach initiative.

Depreciation of long-term assets is as follows: X-ray equipment over a thirty year period, chiropractic tables over a twenty year period, and computerized diagnostic equipment over a seven year period.

As with the break-even, we are projecting very conservatively regarding fixed cost, cost of sales, and gross margin. Our fixed cost and cost of sales should be slightly lower in reality, and gross margin higher, than in this projection. In determining insurance, printing, and advertising expenses, we purposely projected higher than average costs. We prefer to project conservatively so that we ensure adequate cash flow. The detailed monthly projections are included in the appendices.

ChiroPlus Family Health & Wellness, S.C.

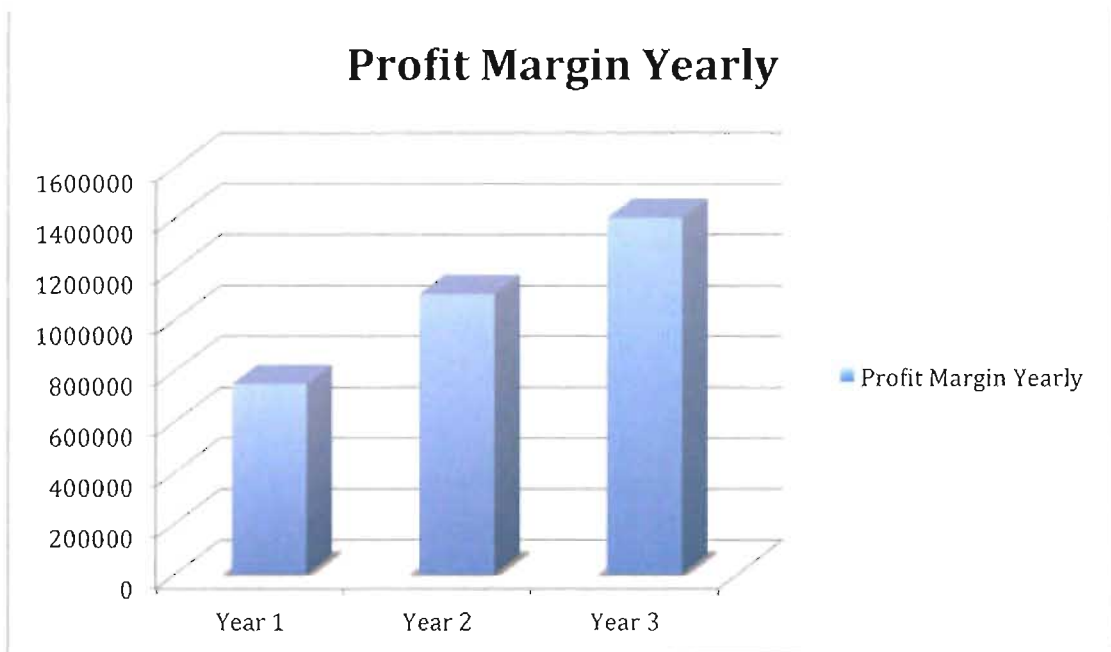


ChiroPlus Family Health & Wellness, S.C.

Table: Profit and Loss

<i>Pro forma Profit and Loss</i>			
	Year 1	Year 2	Year 3
Sales	\$753,232	\$1,107,301	\$1,407,301
Direct Cost of Sales	\$6,900	\$6,900	\$6,900
Other Cost of Sales	\$0	\$0	\$0
Total Cost of Sales	\$6,900	\$6,900	\$6,900
Profit Margin	\$746,332	\$1,100,401	\$1,400,401
Gross Margin (%)	99.1	99.4	99.5
Expenses			
Owner's Salary	\$122,960	\$185,000	\$272,000
Payroll	\$170,225	\$231,045	\$268,820
Marketing	\$7,500	\$7,500	\$7,500
Depreciation	\$0	\$0	\$0
Rent	\$18,000	\$18,000	\$18,000
Utilities	\$12,000	\$12,000	\$12,000
Practice Insurance	\$480	\$480	\$480
Malpractice Insurance	\$1,680	\$1,680	\$1,680
Office Supplies	\$4,800	\$4,800	\$4,800
Legal Support	\$2,400	\$2,400	\$2,400
Software Support	\$1,428	\$9,120	\$9,120
Accounting Support	\$2,400	\$2,400	\$2,400
Professional Member	\$600	\$600	\$600
Continuing Education	\$1,200	\$1,200	\$1,200
Employee Benefits	\$7,800	\$7,800	\$7,800
Total Expenses	\$353,473	\$484,025	\$608,800
Profit before taxes	\$392,859	\$616,376	\$791,601
EBITDA	\$392,859	\$616,376	\$791,601
Taxes Incurred	\$117,858	\$184,913	\$237,480
Net Profit	\$275,001	\$431,463	\$554,121
NET PROFIT/SALES	36.5	39.0	39.4

ChiroPlus Family Health & Wellness, S.C.



8.4 Projected Cash Flow

Cash flow projections are critical to our success. The monthly cash flow is shown in the illustration, with one bar representing the cash flow per month, and the other the monthly cash balance. The annual cash flow figures are included here and the more important detailed monthly numbers are included in the appendices.

ChiroPlus Family Health & Wellness, S.C.

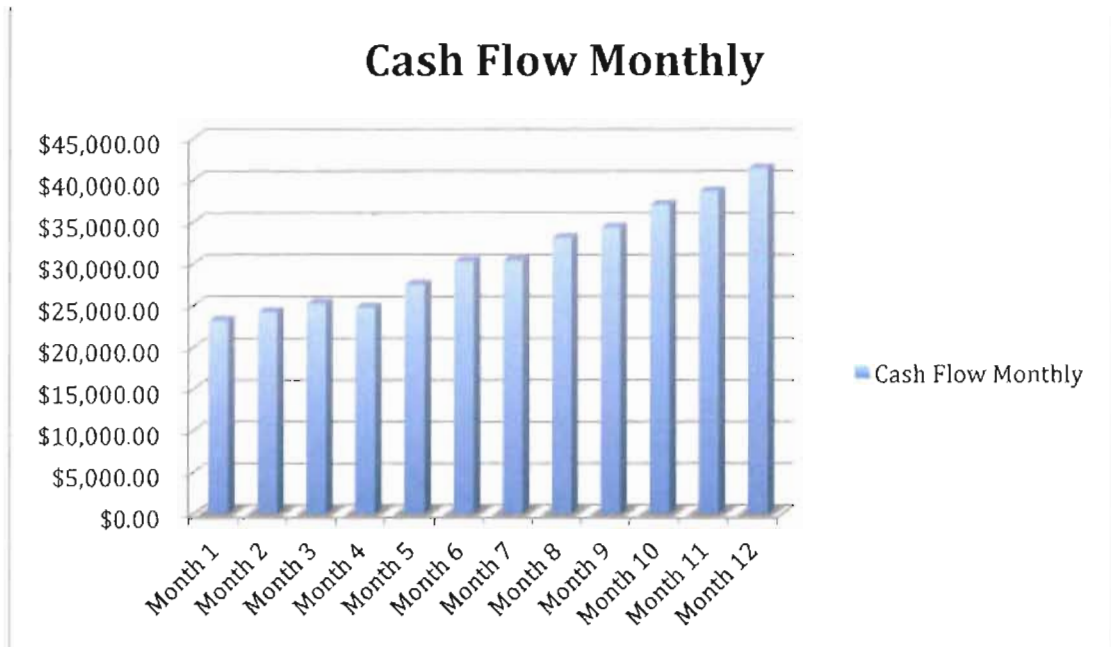
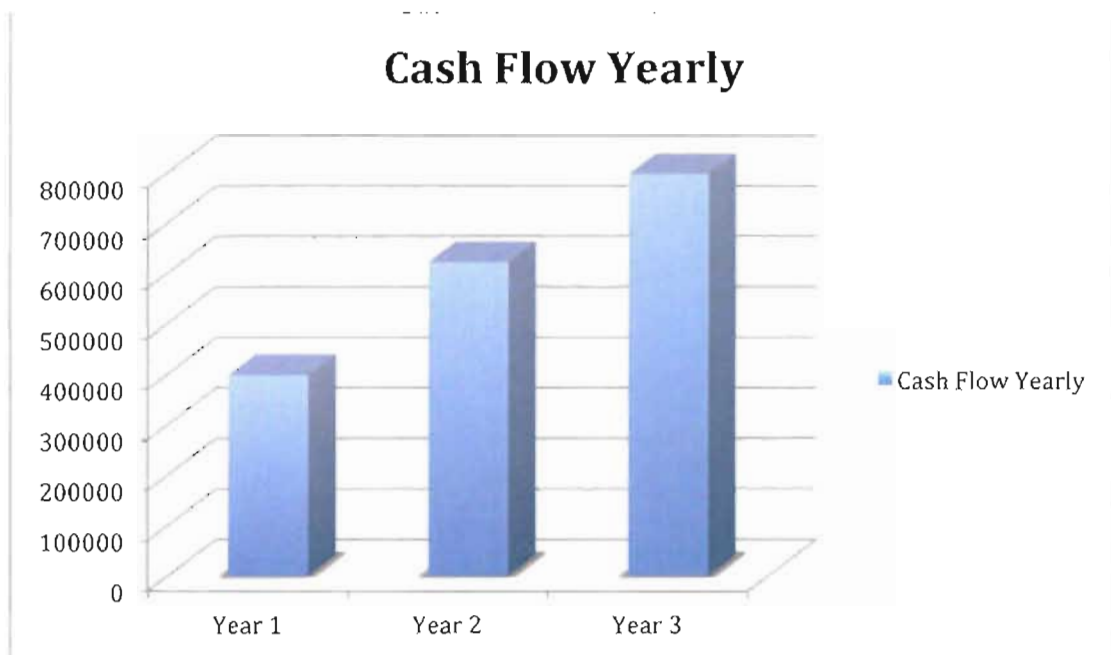


Table: Cash Flow

<i>Pro Forma Cash Flow</i>	Year 1	Year 2	Year 3
Cash Received			
Cash from Sales	\$753,226	\$1,107,301	\$1,407,301
Cash from Receivables	\$0	\$0	\$0
Subtotal Cash	\$753,226	\$1,107,301	\$1,407,301
Additional Cash Rec			
Sales Tax	\$0	\$0	\$0
New Borrowing	\$0	\$0	\$0
New Other Liabilities	\$0	\$0	\$0
Long-term Liabilities	\$0	\$0	\$0
Current Assets	\$0	\$0	\$0
Long-term Assets	\$0	\$0	\$0
New Investments	\$0	\$0	\$0
Subtotal Cash Rec	\$753,226	\$1,107,301	\$1,407,301
Expenditures	Year 1	Year 2	Year 3
Cash Spending	\$293,185	\$416,045	\$540,820
Bill Payments	\$60,288	\$67,980	\$67,980
Subtotal Spent	\$353,473	\$484,025	\$608,800

ChiroPlus Family Health & Wellness, S.C.

Additional Spent			
Sales Tax Paid Out	\$0	\$0	\$0
Principal Repayment	\$0	\$0	\$0
Other Princ Repay	\$0	\$0	\$0
LT Liability Repay	\$2,500	\$2,500	\$2,500
Purchase Other Assets	\$0	\$0	\$0
Purchase LT Assets	\$0	\$0	\$0
Dividends	\$0	\$0	\$0
Subtotal Cash Spent	\$355,973	\$486,525	\$611,300
Net Cash Flow	\$397,253	\$620,776	\$796,001
CASH BALANCE	\$411,253	\$634,776	\$810,001



8.5 Projected Balance Sheet

The balance sheet in the following table shows managed but sufficient growth of net worth, and a healthy financial position.

ChiroPlus Family Health & Wellness, S.C.

Table: Balance Sheet

<i>Pro Forma Balance Sheet</i>			
	Year 1	Year 2	Year 3
Assets			
Starting Balance			
Cash Assets			
Cash	\$411,253.00	\$634,776.00	\$810,001.00
(From Loan) \$20,000			
Accounts Receivable	\$0	\$0	\$0
Other Current Assets	\$0	\$0	\$0
Total Current Assets	\$411,253.00	\$634,776.00	\$810,001.00
Long-Term Assets			
Long-Term Assets	\$104,000	\$104,000	\$104,000
\$104,000			
Accum Depreciation	\$0	\$0	\$0
Total LT Assets	\$104,000	\$104,000	\$104,000
Total Assets	\$515,253.00	\$738,776.00	\$914,001.00
Liabilities and Capital			
Current Liabilities			
Accounts Payable	\$0	\$0	\$0
Current Borrowing	\$0	\$0	\$0
Other Current Liability	\$0	\$0	\$0
Subtotal Current Liab	\$0	\$0	\$0
Long-Term Liabilities	\$150,000	\$120,000	\$90,000
Total Liabilities	\$150,000	\$120,000	\$90,000
Paid-in Capital	\$0	\$0	\$0
Retained Earnings	\$36,947	\$36,947	\$36,947
Total Cap and Liability	\$434,200.00	\$1,068,976.00	\$1,878,977.00
NET WORTH	\$395,253.00	\$648,776.00	\$854,001.00

ChiroPlus Family Health & Wellness, S.C.

Angelica Lemus Hendrickson

41 Brentwood Drive

Gilberts, IL 60136

773.718.9696

lightmeupangel@gmail.com

SKILLS

Strong interpersonal skills, great organizational skills, clear communication skills, work independently and as part of a team, fast learner, highly attentive to detail, adapt well under pressure and fluent in Spanish

SOFTWARE EXPERIENCE

WINCMSS, MS Word, MS Excel, MS Access, MS Outlook, Power Point, LPS Right Fax, Account Manager Log, NADAM, AU (Underwriting System), Baker Hill, TPS

EXPERIENCE

Comprehensive Family Health Center, Hampshire, IL

2016-Present

Office Manager/Massage Therapist

- Supervise and assist with all therapies for each patient: traction therapy, flection therapy, hot/cold therapy, electrical muscle stimulation, ultrasound, stretches, joint/manual mobilization/soft tissue/pressure point therapy.
- Meet with owners regarding overhead and monthly financial statements.
- In charge of hiring staff; review resumes, interview process.
- Provide administrative support: filing, pull charts and answer phones.
- Schedule marketing events, support and marketing material.
- Provide chair massages to potential patients during marketing events.
- Provide half hour and one-hour massages: Therapeutic Massage, Deep Tissue or Swedish Massage.

Pinnacle Chiropractic and Rehabilitation, Schaumburg, IL

2015-2016

Office Manager/Marketing Manager/Massage Therapist

- Supervise and assist with all therapies for each patient: traction therapy, flection therapy, hot/cold therapy, electrical muscle stimulation, ultrasound, stretches, joint/manual mobilization/soft tissue/pressure point therapy.
- Develop x-rays.
- Provide insurance billing support: call insurance companies regarding non payments, insurance coverage, process billing payments and submit claims.
- Provide administrative support: filing, pull charts, answer phones and take payments.
- Schedule marketing events, support and marketing material.
- Provide chair massages to potential patients during marketing events.
- Call past patients to continue treatment with the clinic.
- Provide half hour and one-hour massages: Therapeutic Massage, Deep Tissue or Swedish Massage.

ChiroPlus Family Health & Wellness, S.C.

Andresen Active Healthcare, Elgin, IL

2014-2015

Chiropractic Assistant/Massage Therapist

- Supervise and assist with all therapies for each patient: traction therapy, flexion therapy, hot/cold therapy, electrical muscle stimulation, ultrasound, stretches, joint/manual mobilization/soft tissue/pressure point therapy.
- Take blood pressure and grip strength readings for all new patients.
- Develop x-rays.
- Assist in orthotic exams and orders.
- Provide administrative support: filing, pull charts and answer phones.
- Assist in marketing events.
- Provide half hour and one-hour massages: Therapeutic Massage, Deep Tissue or Swedish Massage.

Advanced Medical & Wellness, Elgin, IL

2011-2013

Physical Therapy Manager/Massage Therapist

- Review all progress checks and evaluations from Doctors and Physical Therapists to ensure proper therapy orders for each patient: traction therapy, hot/cold therapy, electrical muscle stimulation, ultrasound, stretches, exercises, joint/manual mobilization/soft tissue/pressure point therapy.
- Discuss patients' prognosis every 2 weeks with the Doctors and Physical Therapists.
- Work one on one and assist patients with all exercises ensuring proper form and are done correctly.
- Record prognosis, treatment, response and progress of each patient.
- Schedule and confirm appointments.
- Assist in marketing.
- Train and Supervise Physical Therapy Aides.
- Provide half hour or one hour massages: Therapeutic Massage, Deep Tissue or Swedish Massage.

American Chartered Bank, Schaumburg, IL

2007-2010

File and Collateral Review Associate

- Review loan documentation, credit and collateral files for commercial and consumer loans.
- Ensure all documentation is accurate and sufficiently supports the bank's position.
- Ensure all mortgages and titles are properly recorded.
- Add exceptions when files are missing information this is required to protect the bank's assets and to reduce any risk to protect that is relevant to the loan's documentation.
- Clear exceptions when missing information is received, thoroughly reviewed and meets the Loan regulatory and compliance.
- Provide internal support and guidance to lenders and commercial associates regarding missing documentation that is needed to clear the exceptions.

ChiroPlus Family Health & Wellness, S.C.

Option Mortgage Company, Rolling Meadows, IL

2004-2007

Account Manager

- Review Sub-Prime, Core and Alta A loan application packages for completeness and accuracy.
- Verify and validate supporting income, asset and liability documentation to review and verify credit reports.
- Analyze appraisal reports and technical reviews.
- Clear and sign off on conditions.
- Manage a healthy pipeline, meet deadlines and exceptions for each loan.
- Good understanding of Option One Mortgage Company guidelines, products, red flags, fraud, disclosures, state specific, rate right, HLA's & Tolerance and branch file flow.

On Staff, Oak Park, IL

2003-2004

Account Manager

- Work closely with Account Executive, Brokers and Processors with purchases and refinance loans.
- Ensure all documentation (appraisal, credit report, 1003 application, loan submission form, title commitment, 12 month chain of title, hazard insurance, pay-off statements, mortgage history, income documentation, W2 forms) are accurate and correct in order to process loans.

GE Capital Real Estate, Chicago, IL

2001-2003

Custodial Administrator

- Update the Collateral Management System for funded collateral: set up new accounts, create new pools and input collateral information.
- Update the Collateral Management System for reassigned collateral: release collateral and clear exceptions.
- Insure all files are complete with Mortgage Deed, Title Policy and Assignments.
- Coordinate original document microfilming and record retention with outside vendors.
- Assist in special projects by redesigning and implementing the custodial function's process flow.

EDUCATION

Elgin Community College, Elgin, IL

2010-2011

Vocational Specialist Certificate in Massage Therapy

Harold Washington College, Chicago, IL

1999-2001

General Education with concentration in Finance and Accounting

ChiroPlus Family Health & Wellness, S.C.

RYAN T. FOSTER, DC

41 Brentwood Dr • Gilberts, IL 60136 • 630-464-7226 •
rfosterdc7777@yahoo.com

SUMMARY OF QUALIFICATIONS

My experience discussed below makes me uniquely qualified to start, manage, operate and grow a new or existing chiropractic or multidisciplinary office. Initially, owning and operating Foster Family Chiropractic was difficult coming fresh out of school. While working for Chiro One for 5 years, I was able to learn all the different aspects needed to run a successful office. Working with Elite Rehab Plainfield, I was able to compile a rather large family-based and pediatric practice (as high as 320 patient visits per wk) in just over a year of being open. Prior to that, I built a similar family practice to 200 PVs in just over a year in Channahon with the same company. As clinic director in Chiro One, I built my largest practice that was seeing 350-400 PVs regularly and got as high as 716 PVs per week. Working at East Bank Chiropractic, I honed my networking, screening, and workshop abilities as I build my patient base within an already successful office and performed as the Marketing Director. I continued to build a struggling practice with Elite Oak Park as the Marketing Director and Associate Chiropractor, until another opportunity arose to help and potentially own a struggling Pinnacle Chiropractic in Schaumburg. Here, I was able to put all my past experience into effect and began to watch this practice flourish. I am currently working in Comprehensive Family Health Center in Hampshire with plan in the near future of partnering with Angelica Lemus with the ownership of ChiroPlus Family Health & Wellness in Hampshire, IL.

EMPLOYMENT

<i>ChiroPlus Family Health & Wellness, S.C., 09/16 - present</i> Partner, Clinic Director, Chiropractor	<i>Hampshire, IL</i>
<i>Comprehensive Family Health Center, 08/16 – present</i> Associate Chiropractor, Marketing Director	<i>Hampshire, IL</i>
<i>Pinnacle Chiropractic and Rehab, 04/15 – 08/16</i> Clinic Director	<i>Schaumburg, IL</i>
<i>Elite Rehab Oak Park, 08/14 – 04/15</i> Associate Chiropractor, Marketing Director	<i>Oak Park, IL</i>
<i>East Bank Chiropractic, 02/14 – 08/14</i> Associate Chiropractor, Marketing Director	<i>Chicago, IL</i>
<i>Elite Rehab Plainfield, 06/12 – 02/14</i> Clinic Director of Elite Rehab Plainfield	<i>Plainfield, IL</i>

ChiroPlus Family Health & Wellness, S.C.

Elite Rehabilitation Institute of Channahon, 09/11 - 06/12 *Channahon, IL*
Chiropractic Associate

Chiro One Wellness Centers, 08/06 – 08/11 *Romeoville, IL*
Clinic Director of Chiro One Wellness Centers of Romeoville

College of DuPage, 05/04 – 08/06 *Glen Ellyn, IL*
Professor of Anatomy and Physiology, Biology

Foster Family Chiropractic, 10/00 – 03/04 *Woodridge, IL*
Owner and Clinic Director

EDUCATION

Doctorate in Chiropractic, 1999 Lombard, IL
Bachelor of Science Degree – Human Biology, 1999
National University of Health Sciences

Fellowship in International Chiropractic Pediatrics Kansas City, MO
Cleveland Chiropractic College

Bachelor of Arts Degree - Biology, 1996 Providence, RI
Bachelor of Science Degree – Chemistry, 1996
Rhode Island College

Transferred, 1992 Providence, RI
Providence College

SKILLS

- Goal Planning
- Practice Management
- Leadership
- Marketing, Internal and External
- Working in a Group Practice
- Working in a Solo Practice
- Working knowledge of billing and coding procedures
- Extremely Motivated
- Pediatric Specialist
- Experience in Building and Growing Practices
- Public Speaking
- Networking
- Market Prospecting
- Cold Calling

ChiroPlus Family Health & Wellness, S.C.

Appendix: Fee Schedule

SERVICE	OUR FEES	SERVICE	OUR FEES
Manipulation		Exams	
98940	\$60	99202	\$130
98941	\$70	99203	\$190
98942	\$80	99204	\$255
98943	\$45	99205	\$335
Physical Med		99212	\$75
97161	\$180	99213	\$105
97162	\$95	99214	\$160
97010	\$45	99215	\$235
97012	\$50	Diagnostics	
97014	\$50	95851 - ROM - 1 Unit	\$100
97032	\$60	95851 - ROM - 2 Units	\$200
97035	\$60	95851 - ROM - 3 Units	\$300
97110 - 1 Unit	\$75	Miscellaneous	
97110 - 2 Units	\$150	L3030-LT - Ortho Left	\$250
97110 - 3 Units	\$225	L3030-RT - Ortho Rt	\$250
97110 - 4 Units	\$300	A9270 - NC Adj & Stim	\$40
97110 - 5 Units	\$375	A9270 - NC Adj & Mass	\$50
97110 - 6 Units	\$450	L0631 Back Brace	\$1,800
97112	\$65	E0855 Posture Pump	\$500
97140 - 1 Unit	\$75	97760 - Orthotic Fitt	\$60
97140 - 2 Units	\$150		
97530	\$70		
G0283	\$45		
X-Rays			
72040 - Cerv 3 V	\$190		
72050 - Cerv 5 V	\$250		
72070 - Thoracic	\$190		
72100 - L/S AP/L	\$185		
72110 - L/S w obl	\$225		
73030 - Shoulder	\$170		
73080 - Elbow	\$165		
73130 - Hand	\$150		
73510 - Hip	\$180		
73562 - Knee	\$175		
73600 - Ankle	\$135		
73620 - Foot	\$125		

Appendix: Personnel Plan

Table: Personnel

Personnel Plan													
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	
Ryan T. Foster, D.C.	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$6,000	\$6,000	\$7,500	\$7,500	\$8,500	\$8,500	\$74,000
Associate Doctor #1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Angelica - Office Manager Marketing Director/MT PT	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,160	\$4,160	\$4,160	\$4,160	\$4,160	\$4,160	\$48,960
Massage Therapist #1	\$0	\$1,733	\$1,733	\$1,733	\$1,733	\$1,733	\$1,733	\$1,776	\$1,776	\$1,776	\$1,776	\$1,776	\$19,278
Massage Therapist #2	\$0	\$0	\$1,733	\$1,733	\$1,733	\$1,733	\$1,733	\$1,733	\$1,776	\$1,776	\$1,776	\$1,776	\$17,502
Front Desk #1/Insurance #	\$2,946	\$2,946	\$2,946	\$2,946	\$2,946	\$2,946	\$3,120	\$3,120	\$3,120	\$3,120	\$3,120	\$3,120	\$36,396
Front Desk #2	\$0	\$0	\$0	\$0	\$0	\$0	\$1,192	\$1,192	\$1,192	\$1,192	\$1,192	\$1,192	\$7,152
Chiropractic Assistant #1	\$2,427	\$2,427	\$2,427	\$2,427	\$2,427	\$2,427	\$2,513	\$2,513	\$2,513	\$2,513	\$2,513	\$2,513	\$29,640
Chiropractic Assistant #2	\$0	\$0	\$0	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,354	\$1,354	\$11,808
Physical Therapist	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$31,200
Physical Therapy Assistant	\$0	\$0	\$0	\$1,907	\$1,907	\$1,907	\$1,907	\$1,907	\$1,907	\$1,907	\$1,950	\$1,950	\$17,249
Total Payroll	\$16,973	\$18,706	\$20,439	\$23,646	\$23,646	\$23,646	\$26,258	\$26,301	\$27,844	\$27,844	\$28,941	\$28,941	\$293,185

Sales Forecast Monthly

Dr. Ryan T. Foster

Hampshire

Goal: \$753,232 in Collections in One Year

		May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Totals
Sch D1	Goal		31.036434	31.036434	31.03643	31.03643	31.03643	31.03643	31.03643	31.0364	31.0364	31.03643	31.036434	31.03643	31.03643	403.4736
	Actual	16														16
Act D1	Goal		24.829147	24.829147	24.82915	24.82915	24.82915	24.82915	24.82915	24.8291	24.8291	24.82915	24.829147	24.82915	24.82915	322.7789
	Actual	16														16
Sch/Act %	Goal		80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
	Actual	100%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	100
D1 Conv %	Goal		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Actual	100%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	100
Conversions	Goal		19.863318	19.863318	19.86332	19.86332	19.86332	19.86332	19.86332	19.8633	19.8633	19.86332	19.863318	19.86332	19.86332	258.2231
	Actual	16														16
Referrals	Goal		15	15	15	15	15	15	15	15	15	15	15	15	15	195
	Actual	16														16
OTC	Goal		12801.908	12801.908	12801.91	12801.91	12801.91	12801.91	12801.91	12801.9	12801.9	12801.91	12801.908	12801.91	12801.91	166424.8
	Actual	10,312														10312
OTC/Conv	Goal		644.5	644.5	644.5	644.5	644.5	644.5	644.5	644.5	644.5	644.5	644.5	644.5	644.5	644.5
	Actual	644.5	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	644.5
Collections	Goal		48,688	51,431	54,173	56,915	59,658	62,400	65,142	67,884	70,627	73,369	76,111	78,854	81,596	798,160
	Actual	45,946														45,946
Total PVs	Goal		661.24372	698.48744	735.7312	772.9749	810	847	885	922	959	996	1033.6809	1070.925	1108.168	11501.18
	Actual	624														624
PVs/week average	Goal		153.77761	162.43894	171.1003	179.7616	188.4229	197.0843	205.7456	214.407	223.068	231.7296	240.39091	249.0522	257.7136	205.7456
	Actual	145.1163	0	0	0	0	0	0	0	0	0	0	0	0	0	10.36545

Goal: \$753,232 in Collections in a Year

$$\begin{array}{r}
 \$77,852 - \text{May '17 Total Coll} = \\
 35,650 \quad = \quad 2742.31 \text{ increase/month} \\
 \quad \quad \quad 2,742 \\
 \quad \quad \quad \underline{624} \quad = \quad \underline{x} \\
 \underline{\$45,946} \quad \quad \quad \underline{\$81,596}
 \end{array}$$

$$\begin{array}{l}
 (\text{May '17 Coll}) \times = (\$77,852)(\text{May '17 PVs}) \\
 x = 1108.2 \text{ Total PVs after 13 months}
 \end{array}$$

$$\begin{array}{l}
 x - (\text{May '17 PVs}) = \text{PV/month increase over 13 months} \\
 = 484.17 \text{ PV/month increase over 13 months} \\
 = 37.244 \text{ PV/month}
 \end{array}$$

Conversions needed at 2-3x/wk

$$\begin{array}{l}
 37.24372 \text{ PV/month} = \\
 = 14.89749 \text{ conversions needed/month} \\
 \text{With a 25\% drop-out average} = \\
 = 19.86332 \text{ actual conversions needed}
 \end{array}$$

$$\begin{array}{l}
 \text{With an 80\% conversion rate} = \\
 = 24.82915 \text{ Actual D1s needed/month} \\
 = 5.77422 \text{ Actual D1s weekly}
 \end{array}$$

Table: Profit and Loss

Appendix

Pro forma Profit and Loss												
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Sales	\$47,686	\$50,428	\$53,171	\$55,913	\$58,655	\$61,398	\$64,140	\$66,882	\$69,625	\$72,367	\$75,109	\$77,852
Direct Cost of Sales	\$575	\$575	\$575	\$575	\$575	\$575	\$575	\$575	\$575	\$575	\$575	\$575
Other Cost of Sales	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cost of Sales	\$575	\$575	\$575	\$575	\$575	\$575	\$575	\$575	\$575	\$575	\$575	\$575
Profit Margin	\$47,111	\$49,853	\$52,596	\$55,338	\$58,080	\$60,823	\$63,565	\$66,307	\$69,050	\$71,792	\$74,534	\$77,277
Gross Margin (%)	98.794195	98.85976	98.918583	98.971617	99.019691	99.063487	99.103524	99.140277	99.174147	99.205439	99.234446	99.261419
Expenses												
Owner's Salary	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$10,160	\$10,160	\$11,660	\$11,660	\$12,660	\$12,660
Payroll	\$7,973	\$9,706	\$11,439	\$14,646	\$14,656	\$14,646	\$16,098	\$16,141	\$16,148	\$16,148	\$16,281	\$16,281
Marketing	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625
Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rent	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Utilities	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Practice Insurance	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40
Malpractice Insurance	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140
Office Supplies	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400
Legal Support	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200
Software Support	\$119	\$119	\$119	\$119	\$119	\$119	\$119	\$119	\$119	\$119	\$119	\$119
Accounting Support	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200
Professional Member	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Continuing Education	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Employee Benefits	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$650
Total Expenses	\$21,997	\$23,730	\$25,463	\$28,670	\$28,680	\$28,670	\$31,282	\$31,325	\$32,832	\$32,832	\$33,965	\$33,965
Gross Profit	\$25,114	\$26,123	\$27,133	\$26,668	\$29,400	\$32,153	\$32,283	\$34,982	\$36,218	\$38,960	\$40,569	\$43,312
EBITDA	\$25,114	\$26,123	\$27,133	\$26,668	\$29,400	\$32,153	\$32,283	\$34,982	\$36,218	\$38,960	\$40,569	\$43,312
Taxes Incurred	\$7,534.20	\$7,836.90	\$8,139.90	\$8,000.40	\$8,820.00	\$9,645.90	\$9,684.90	\$10,494.60	\$10,865.40	\$11,688.00	\$12,170.70	\$12,993.60
Net Profit	\$17,579.80	\$18,286.10	\$18,993.10	\$18,667.60	\$20,580.00	\$22,507.10	\$22,598.10	\$24,487.40	\$25,352.60	\$27,272.00	\$28,398.30	\$30,318.40
NET PROFIT/SALES	36.865747	36.261799	35.720788	33.386869	35.086523	36.657709	35.23246	36.612841	36.41307	37.685685	37.80945	38.943637

Appendix

Table: Cash Flow

<i>Pro Forma Cash Flow</i>												
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Cash Received												
Cash from Sales	\$47,686	\$50,428	\$53,171	\$55,913	\$58,655	\$61,398	\$64,140	\$66,882	\$69,625	\$72,367	\$75,109	\$77,852
Cash from Receivables	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Cash	\$47,686	\$50,428	\$53,171	\$55,913	\$58,655	\$61,398	\$64,140	\$66,882	\$69,625	\$72,367	\$75,109	\$77,852
Additional Cash Rec												
Sales Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Borrowing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Other Liabilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Long-term Liabilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Current Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Long-term Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Investments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Cash Rec	\$47,686	\$50,428	\$53,171	\$55,913	\$58,655	\$61,398	\$64,140	\$66,882	\$69,625	\$72,367	\$75,109	\$77,852
Expenditures	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Cash Spending	\$16,973	\$18,706	\$20,439	\$23,646	\$23,656	\$23,646	\$26,258	\$26,301	\$27,808	\$27,808	\$28,941	\$28,941
Bill Payments	\$5,024	\$5,024	\$5,024	\$5,024	\$5,024	\$5,024	\$5,024	\$5,024	\$5,024	\$5,024	\$5,024	\$5,024
Subtotal Spent	\$21,997	\$23,730	\$25,463	\$28,670	\$28,680	\$28,670	\$31,282	\$31,325	\$32,832	\$32,832	\$33,965	\$33,965
Additional Spent												
Sales Tax Paid Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Principal Repayment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Princ Repay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LT Liability Repay	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Purchase Other Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Purchase LT Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dividends	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Repayment	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Subtotal Cash Spent	\$27,497	\$29,230	\$30,963	\$34,170	\$34,180	\$34,170	\$36,782	\$36,825	\$38,332	\$38,332	\$39,465	\$39,465
Net Cash Flow	\$20,189.00	\$21,198.00	\$22,208.00	\$21,743.00	\$24,475.00	\$27,228.00	\$27,358.00	\$30,057.00	\$31,293.00	\$34,035.00	\$35,644.00	\$38,387.00
CASH BALANCE	\$34,189.00	\$35,198.00	\$36,208.00	\$35,743.00	\$38,475.00	\$41,228.00	\$41,358.00	\$44,057.00	\$45,293.00	\$48,035.00	\$49,644.00	\$52,387.00

Appendix

Table: Balance Sheet

Pro Forma Balance Sheet												
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Assets												
Starting Balance												
Cash Assets												
Cash	\$34,189.00	\$35,198.00	\$36,208.00	\$35,743.00	\$38,475.00	\$41,228.00	\$41,358.00	\$44,057.00	\$45,293.00	\$48,035.00	\$49,644.00	\$52,387.00
(From Loan) \$14,000												
Accounts Receivable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Current Assets	\$34,189.00	\$35,198.00	\$36,208.00	\$35,743.00	\$38,475.00	\$41,228.00	\$41,358.00	\$44,057.00	\$45,293.00	\$48,035.00	\$49,644.00	\$52,387.00
Long-Term Assets												
Long-Term Assets	\$104,000	\$104,000	\$104,000	\$104,000	\$104,000	\$104,000	\$104,000	\$104,000	\$104,000	\$104,000	\$104,000	\$104,000
\$104,000												
Accum Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total LT Assets	\$104,000	\$104,000	\$104,000	\$104,000	\$104,000	\$104,000	\$104,000	\$104,000	\$104,000	\$104,000	\$104,000	\$104,000
Total Assets	\$138,189.00	\$139,198.00	\$140,208.00	\$139,743.00	\$142,475.00	\$145,228.00	\$145,358.00	\$148,057.00	\$149,293.00	\$152,035.00	\$153,644.00	\$156,387.00
Liabilities and Capital												
Current Liabilities												
Accounts Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Current Borrowing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Liability	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Current Liab	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Long-Term Liabilities	\$147,500	\$145,000	\$142,500	\$140,000	\$137,500	\$135,000	\$132,500	\$130,000	\$127,500	\$125,000	\$122,500	\$120,000
Total Liabilities	\$147,500	\$145,000	\$142,500	\$140,000	\$137,500	\$135,000	\$132,500	\$130,000	\$127,500	\$125,000	\$122,500	\$120,000
Paid-in Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Retained Earnings	\$36,947	\$36,947	\$36,947	\$36,947	\$36,947	\$36,947	\$36,947	\$36,947	\$36,947	\$36,947	\$36,947	\$36,947
Total Cap and Liability	\$57,136.00	\$92,334.00	\$128,542.00	\$164,285.00	\$202,760.00	\$243,988.00	\$285,346.00	\$329,403.00	\$374,696.00	\$422,731.00	\$472,375.00	\$524,762.00
NET WORTH	(\$9,311.00)	(\$5,802.00)	(\$2,292.00)	(\$257.00)	\$4,975.00	\$10,228.00	\$12,858.00	\$18,057.00	\$21,793.00	\$27,035.00	\$31,144.00	\$36,387.00

VILLAGE OF HAMPSHIRE

Accounts Payable

September 7, 2017

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

Total: \$92,479.76

To be paid on or before
September 13, 2017

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

DATE: 09/05/17
TIME: 14:13:48
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 09/30/2017

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

ALGR	ALPHA GRAPHICS						
21197	08/16/17	01	WINDOW ENVELOPES	010010034650		09/07/17	277.10
						INVOICE TOTAL:	277.10
						VENDOR TOTAL:	277.10
AMBA	AMALGAMAGED BANK						
9117	09/05/17	01	TAX & INTEREST COLLECTIONS	210000001060		09/07/17	11,465.21
						INVOICE TOTAL:	11,465.21
						VENDOR TOTAL:	11,465.21
BEFA	BEAN'S FARM LANDSCAPE SUPPLY						
8347	08/22/17	01	RESTORE WATER LEAK MADISON	010030024130		09/07/17	90.00
						INVOICE TOTAL:	90.00
8352	08/23/17	01	RESTORE WATER LEAK KEYES	010030024130		09/07/17	90.00
						INVOICE TOTAL:	90.00
8357	08/24/17	01	RESTORE KEYES	010030024130		09/07/17	60.00
						INVOICE TOTAL:	60.00
						VENDOR TOTAL:	240.00
BUBR	BUCK BROTHERS, INC.						
146457	08/21/17	01	DECK WHEELS	520010024999		09/07/17	129.22
						INVOICE TOTAL:	129.22
147431	08/29/17	01	REAR TIRE ON ZERO TORN	520010024999		09/07/17	45.62
						INVOICE TOTAL:	45.62
147627	08/30/17	01	TENSION SPRING FOR BELT	520010024999		09/07/17	11.07
						INVOICE TOTAL:	11.07
						VENDOR TOTAL:	185.91
CHEX	CHRISTENSEN EXCAVATING						

DATE: 09/05/17
 TIME: 14:13:48
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 09/30/2017

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

CHEX	CHRISTENSEN EXCAVATING						
5878	08/16/17	01	HAUL STONE	010030024130		09/07/17	300.00
						INVOICE TOTAL:	300.00
5894	08/24/17	01	HAUL STONE	010030024130		09/07/17	665.00
						INVOICE TOTAL:	665.00
						VENDOR TOTAL:	965.00
COCR	COON CREEK SOD FARMS						
3250	08/22/17	01	GROUND RESTORATION	010030024130		09/07/17	164.90
						INVOICE TOTAL:	164.90
						VENDOR TOTAL:	164.90
CUBE	CULLIGAN OF BELVIDERE						
083117	08/31/17	01	CARPET WATE ACCT #85662	010010024280		09/07/17	8.00
						INVOICE TOTAL:	8.00
						VENDOR TOTAL:	8.00
FEDEX	FEDEX						
5-906-82779	08/23/17	01	SUMMIT ENVIRMTAL TECH	300010024320		09/07/17	147.47
		02	WEX BANK FEE PROCESSING	010010024320			22.50
						INVOICE TOTAL:	169.97
						VENDOR TOTAL:	169.97
FISA	FOX VALLEY FIRE & SAFETY						
IN00109552	08/17/17	01	FIRE EXTINGUISHERS	010030024100		09/07/17	66.00
						INVOICE TOTAL:	66.00
						VENDOR TOTAL:	66.00
GALL	GALLS, LLC						
8091535	08/15/17	01	BATON/VEST/STRMLIGHT	010020034690		09/07/17	109.14
						INVOICE TOTAL:	109.14

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GALL	GALLS, LLC						
8118446	08/18/17	01	BATTERIES	010020034680		09/07/17	157.78
						INVOICE TOTAL:	157.78
8123603	08/20/17	01	FLASHLIGHT	010020034690		09/07/17	80.90
						INVOICE TOTAL:	80.90
						VENDOR TOTAL:	347.82
GRAI	GRAINGER						
9537354954	08/23/17	01	VEHICLE SAFTEY TAPE	010030034680		09/07/17	202.64
						INVOICE TOTAL:	202.64
						VENDOR TOTAL:	202.64
HAAUPA	HAMPSHIRE AUTO PARTS						
463942	08/22/17	01	REPAIR WIRING CAUSED BY MICE	010030034670		09/07/17	15.00
						INVOICE TOTAL:	15.00
463964	08/22/17	01	STRIPER	010030034670		09/07/17	3.07
						INVOICE TOTAL:	3.07
464574	08/28/17	01	TIRE REPAIR	010030034670		09/07/17	8.62
						INVOICE TOTAL:	8.62
						VENDOR TOTAL:	26.69
HAFD	HAMPSHIRE FIRE PROTECTION						
090117	09/05/17	01	MONTHLY DISBURSEMENT	630010044800		09/07/17	7,893.35
						INVOICE TOTAL:	7,893.35
						VENDOR TOTAL:	7,893.35
HYAIIN	HYDRO AIRE INC						
17000	08/08/17	01	REPAIR PUMP	310010024160		09/07/17	12,923.00
						INVOICE TOTAL:	12,923.00
						VENDOR TOTAL:	12,923.00

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IPODBA IPO/DBA CARDUNAL OFFICE SUPPLY							
594201-0	08/17/17	01	BINDERS, DIVIDER, PENS, RULER	010010034650		09/07/17	51.56
						INVOICE TOTAL:	51.56
594391-0	08/24/17	01	TONER	010010034650		09/07/17	72.99
						INVOICE TOTAL:	72.99
594592-0	08/31/17	01	PAPER	010020034650		09/07/17	95.30
						INVOICE TOTAL:	95.30
						VENDOR TOTAL:	219.85
KONMIN KONICA MINOLTA BUSINESS SOLUTI							
246992678	08/22/17	01	MAINTENANCE AGREEMENT	010020024340		09/07/17	121.46
						INVOICE TOTAL:	121.46
						VENDOR TOTAL:	121.46
MAFL MARATHON FLEET							
51120794	08/31/17	01	WATER FUEL	300010034660		09/07/17	246.00
		02	SEWER FUEL	310010034660			58.21
		03	STREETS FUEL	010030034660			55.24
		04	PD FUEL	010020034660			907.24
						INVOICE TOTAL:	1,266.69
						VENDOR TOTAL:	1,266.69
MENA MENARDS - SYCAMORE							
60161	08/22/17	01	HARDWARE	300010034670		09/07/17	69.92
						INVOICE TOTAL:	69.92
						VENDOR TOTAL:	69.92
MISA MIDWEST SALT							
P437429	08/24/17	01	ION EXCHANGE SALT	300010034680		09/07/17	2,458.91
						INVOICE TOTAL:	2,458.91

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MISA	MIDWEST SALT						
P437436	08/28/17	01	ION EXCHANGE SALT	300010034680		09/07/17	2,606.28
						INVOICE TOTAL:	2,606.28
						VENDOR TOTAL:	5,065.19
MUWESE	MUNIWEB						
52678	09/01/17	01	WEBSITE HOSTING	010010024230		09/07/17	162.50
						INVOICE TOTAL:	162.50
						VENDOR TOTAL:	162.50
OEIP	OEI PRODUCTS						
082417	08/24/17	01	BAGS FOR LOCATOR TRNMITR & RCR	010030034670		09/07/17	140.00
						INVOICE TOTAL:	140.00
5498	08/08/17	01	MARK UNIFORM	310010034690		09/07/17	24.25
		02	TONY UNIFORM	310010034690			188.35
		03	BRETT UNIFORM	300010034690			118.75
		04	DAVE UNIFORM	010030034690			263.00
		05	BILL UNIFORM	010030034690			102.00
		06	RYAN UNIFORM	010030034690			272.40
		07	LARRY UNIFORM	010030034690			195.75
		08	GLOVES, RYAN RN GR WTR BOOTS	010030034680			492.48
		09	MARK	310010034690			122.00
		10	MARK	300010034690			122.92
						INVOICE TOTAL:	1,901.90
						VENDOR TOTAL:	2,041.90
OFDE	OFFICE DEPOT						
956401018001	08/23/17	01	TONER	010020034650		09/07/17	141.99
						INVOICE TOTAL:	141.99
						VENDOR TOTAL:	141.99
RAOH	RAY O'HERRON CO., INC						

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RAOH	RAY O'HERRON CO., INC						
1747229-IN	08/29/17	01	RHOD BADGE IL FCS SEAL	010020034690		09/07/17	137.80
						INVOICE TOTAL:	137.80
						VENDOR TOTAL:	137.80
RETA	REBECCA TAYLOR						
83117	08/31/17	01	REPAIR PATIO DOOR	520010024920		09/07/17	728.84
						INVOICE TOTAL:	728.84
						VENDOR TOTAL:	728.84
SEEQ	SEWER EQUIPMENT CO.						
159463	08/16/17	01	SEWER JET NOZZLE	010030034670		09/07/17	584.48
		02	SEWER JET NOZZLE	310010034670			584.48
						INVOICE TOTAL:	1,168.96
						VENDOR TOTAL:	1,168.96
TEK	TEKLAB, INC.						
204162	08/23/17	01	MONTHLY NPDES TESTING	310010024380		09/07/17	430.50
						INVOICE TOTAL:	430.50
						VENDOR TOTAL:	430.50
TOSQ	TOWNSQUARE						
MCC-1170827324	08/27/17	01	COON CREEK PROMOTION	070020024376		09/07/17	2,003.00
						INVOICE TOTAL:	2,003.00
						VENDOR TOTAL:	2,003.00
VWVH	VERIZON WIRELESS						
9791089085	08/15/17	01	ADM	010010024230		09/07/17	60.44
		02	PD	010020024230			226.72
		03	STR	010030024230			114.12

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VWVH	VERIZON WIRELESS						
9791089085	08/15/17	04	WTR	300010024230		09/07/17	48.00
		05	SWR	310010024230			65.00
						INVOICE TOTAL:	514.28
						VENDOR TOTAL:	514.28
WAMA	WASTE MANAGEMENT						
3539889-2011-5	08/01/17	01	AUG 2017	290010024330		09/07/17	43,471.29
						INVOICE TOTAL:	43,471.29
						VENDOR TOTAL:	43,471.29
						TOTAL ALL INVOICES:	92,479.76