



Village of Hampshire  
Village Board Meeting  
Thursday October 4, 2018 – 7:00 PM  
Hampshire Village Hall – 234 S. State Street

## AGENDA

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1. Call to Order
2. Establish Quorum (Physical and Electronic)
3. Pledge of Allegiance
4. Citizen Comments
5. Approval of Minutes September 20, 2018
6. Public Hearing- Proposed Second amended and Restated Development agreement for the property in Tuscany Woods Subdivision proposed Unit 2.
7. Village President's Report
  - a) Ordinance Establishing Special Service Area Number 26 in the Village of Hampshire (Love's Property – Maintenance of Stormwater Facilities)
  - b) Ordinance Amending the Village code, chapter two: Police regulations, Article VI: Parking regulations, by adding certain restrictions on Elm Street in the Village.
  - c) Ordinance authorizing the execution of a certain annexation agreement (RALC and Hampshire Partners Property)
  - d) Ordinance annexing certain territory to the Village of Hampshire, Kane County, Illinois
  - e) Ordinance approving a zoning amendment in part from F-1 Farming zoning district, and in part from E-3 Estate residential zoning district, to M-2 General industrial zoning district, for certain property located in the Village (Hampshire Grove Subdivision)
  - f) Resolution approving a certain easement agreement with Hampshire Property LLC, as Modified after August 9, 2018, for extension of electrical service to the public park in Tuscany Woods Subdivision.
  - g) Approve pay estimate No.1 Dietrich Road PRV replacement in the amount of \$117,289.35 to H. Linden & Sons Sewer & Water, Inc.
  - h) Discussion of the lowest bidder Marc Kresmery Constructions in the amount of \$69,600.00.
8. Village Board Committee Reports
  - a) Economic Development
    1. Approve Business sign.
  - b) Finance
    1. Accounts Payable
  - c) Public Works
  - d) Planning/Zoning
  - e) Public Safety
  - f) Fields & Trails
  - g) Village Services
  - h) Business Development Commission
    1. Approve sending letters out to businesses
9. New Business

10. Announcements

11. Executive Session:

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

13. Adjournment

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

**VILLAGE OF HAMPSHIRE  
REGULAR MEETING OF THE BOARD OF TRUSTEES  
MINUTES  
September 20, 2018**

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, September 20, 2018.

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

Absent: Christine Klein

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

A quorum was established.

President Magnussen led the Pledge of Allegiance.

**MINUTES**

Trustee Koth moved to approve the minutes of September 9, 2018.

Seconded by Trustee Krajecki

Motion carried by voice vote.

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

Nays: None

Absent: Klein

**Public Hearing**

Village President Magnussen opened the public hearing at 7:02 p.m.

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

Public Hearing was published in the Daily Herald on September 4; there were no mailings to be sent out.

The board received the petition from RLAC, LLC

Mr. Grusecki, Vice President for Northern Builders, explained to the board:

PetAg's building will be 16 acres, will employ 35-40 people, hours of operation M-F 6 am to 6 pm, will have 14 docks and at the SW corner there will be additional screening with trees to control the noise. They will have an access drive to PegAg and no trucks will be allowed on Higgins Road or Widmayer Road. Susie Kopacz and Tom Shannon had a question which was answered.

No more public comments or questions.

Village President Magnussen closed the public hearing at 7:17 p.m.

The regular meeting was called to order at 7:17 p.m.

Village President sent out our condolences to Jim Taylor and his family on the passing of his wife Barb, she was a physical education teacher, basketball coach and volleyball coach for School District 300. She suffered a serious medical emergency; Jim Taylor also served on the Village Board a few years ago.

## VILLAGE PRESIDENT REPORT

Village President Magnussen read the Kane County Assoc. for Home and Community Education proclamation and wished them best of luck.

Presentation: Tracy Manning, The Burton Foundation, on a Senior Supportive Living Community/Memory Center; Ms. Manning would like to develop senior care housing and memory care too. The senior housing they would live in a nice apartment with meals, medicine and physical care on site. They would be able to go out with friends or take a bus to go shopping. The memory care would be in the back and be provided with the same things; it would staff about 23 members round the clock. There is a big need for this and she decided to check near Hampshire. The board is happy and willing to help in any way to get this moving forward.

Trustee Robinson moved to approve Resolution 18-19; approving a Petition for Variation of Certain Landscape Requirements for Love's Travel Stops & Country Stores.

Seconded by Trustee Reid  
Motion carried by roll call vote.  
Ayes: Koth, Kraus, Robinson, Reid  
Nays: Krajecki  
Absent: Klein

Trustee Kraus moved to approve releasing Impact Fees in the amount of \$7,400.00 for the purchase of plymovent for the Hampshire Fire Protection District.

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

Trustee Robinson moved to approve Resolution 18-20; approving an amended final plat of subdivision for Neighborhood "O" of the Prairie Ridge Development in the Village. (Hampshire West, LLC—Prairie Ridge Development.

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

Mr. Olsem reported that the composting is taking a little longer because of the permits from the State of Illinois.

Discussion on the annexation agreement: trees how will they be replaced? Right now our codes are different than the state so we would need to check if they need replace the trees.

Mr. Grusecki explained that the cost of putting in an access road will be 1 million dollars and putting tress back in after spending for the road would not be feasible.

Trustee Reid moved to approve the annexation agreement and seconded by Trustee Robinson. The motion was then withdrawn since it was not on the agenda to be approved.

Village President asked if we need to have a special meeting on September 26 to approve this and can the trustees make it. Everyone said yes, Mr. Magnussen told Mr. Grusecki we will get back to you on having or not having a special meeting.

Trustee Reid moved to approve Hampshire Grove Subdivision Concept Plan as presented.

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

## **VILLAGE BOARD COMMITTEE REPORTS**

- a. **Business Development Commission** – Mrs. Susie Kopacz who is a member of the BDC reported she went to visit Dixon, IL and was amazingly surprised how nice the downtown is. She inquired how they started fixing downtown and the cost. They went through the community college that approved the small business and the city supported them by investing money so they can start up with inventory. As time went on small business started coming to Dixon, the business owners fixed up the empty buildings and now they have quite of few bars and restaurants along the river.

Trustee Krajecki moved to accept the recommendation of the proposed façade program from the Beautification Committee.

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

After much discussion on purchasing flowers for downtown, the Board would like to see some type of concept plan before moving forward.

Trustee Krajecki mentioned the next Business Development Commission meeting will be October 10 at 6:30 pm. There may be two new members to join the BDC. More details will follow.

- b. **Economic Development** – Trustee Reid reported that there will be an EDC meeting at September 25<sup>th</sup> at 5:00 p.m. Hampshire Chamber and members will be joining along with Business Development Commission.  
To review RFP responses for the Rowell & Allen sign.

d. **Accounts Payable**

Trustee Krajecki moved to approve the Accounts Payable in the sum of \$353,359.08 to be paid on or before September 26, 2018.

Seconded by Trustee Robinson  
Motion carried by roll call vote  
Ayes: Krajecki, Kraus, Robinson, Koth, and Reid.

Nays: None  
Absent: Klein

- e. **Public Works** – Trustee Koth mentioned a business would like a sign in front of his place on State Street for his customers could park there only. The Village Board was against that.
- f. **Planning/Zoning**- Trustee Robinson reported Planning Commission will be having a meeting October 22 at 7 p.m. for Northern Builders preliminary plans and Tom Losey concept plans. The Zoning Board will meet October 23 at 7 p.m. for solar energy.
- g. **Public Safety**- Trustee Koth reported he will be having a public safety committee meeting on September 26 at 6 p.m. to discuss parking on the west side only at the curb by the water tower on Old Mill lane.
- h. **Fields & Trails** – Trustee Krajecki mentioned he went and saw the sidewalk in Tuscany Woods going to the ball park on Romke and Jake on the east side. It was finally mowed and the clippings were picked up off the sidewalk.
- i. **Village Services** – No report

#### **NEW BUSINESS**

Trustee Reid thanked everyone who came out to the unveiling of the sign honoring Mrs. Kilpatrick's son Nicholas who was killed by a drunk driver on September 9<sup>th</sup>, 2014. She was very thankful for what the Village did for her.

#### **ADJOURNMENT**

Trustee Krajecki moved to adjourn the Village Board meeting at 9:11 p.m.

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

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Linda Vasquez Village Clerk

**NOTICE OF PUBLIC HEARING**

On Thursday, October 4, 2018, commencing at 7:00 p.m., a public hearing will be held by the President and Board of Trustees of the Village of Hampshire, Illinois, at the Hampshire Village Hall, 234 South State Street, Hampshire, Illinois, for the purpose of considering a proposed Second Amended and Restated Development Agreement for the property in the Tuscony Woods Subdivision proposed Unit 2 (the territory lying outside of plotted Unit 1 of Tuscony Wood Subdivision) (the "subject property"), including the following property index numbers and general location:

PINs: 01-23-300-006; 01-23-400-007; 01-26-100-015; 01-26-100-016; 01-26-200-013; 01-26-300-004; and 01-26-100-009. General Location: That part of the Tuscony Woods Subdivision lying outside of Unit 1 thereof, as plotted by Doc. No. 2006K139816 (Office of Kane County Recorder) in the Village of Hampshire, Kane County, Illinois.

The Second Amendment has been proposed by the owner of the subject property. The proposed Second Amended and Restated Development Agreement for the subject property is on file with the Village Clerk, and may be examined at Village Hall during regular business hours, 9:00 a.m. to 4:30 p.m. daily. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard.

You are further notified that the proposed Second Amended and Restated Development Agreement may be changed, altered, modified, amended or re-drafted in its entirety after the public hearing.

By order of the Corporate Authorities of the Village of Hampshire, Kane County, Illinois.

Linda Vasquez  
Village Clerk

Published in Daily Herald  
September 14, 2018 (4509174)

## CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

# Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, North Aurora, Bannockburn, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville, Cary, Crystal Lake, Deerfield, Deer Park, Des Plaines, Elburn, East Dundee, Elgin, South Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Franklin Park, Geneva, Gilberts, Glenview, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Highland Park, Highwood, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Bluff, Lake Forest, Lake in the Hills, Lake Villa, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Melrose Park, Montgomery, Morton Grove, Mt. Prospect, Mundelein, Niles, Northbrook, Northfield, Northlake, Palatine, Park Ridge, Prospect Heights, River Grove, Riverwoods, Rolling Meadows, Rosemont, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake Park, Schaumburg, Schiller Park, Sleepy Hollow, St. Charles, Streamwood, Sugar Grove, Third Lake, Tower Lakes, Vernon Hills, Volo, Wadsworth, Wauconda, Waukegan, West Dundee, Wheeling, Wildwood, Wilmette

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

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published September 14, 2018 in said **DAILY HERALD**.

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

**PADDOCK PUBLICATIONS, INC.**  
**DAILY HERALD NEWSPAPERS**

BY *Danula Baitz*  
Authorized Agent

Control # 4509174

*Tuscany Woods*

Hampshire, Illinois

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For Recorder's Use

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

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2018

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

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



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

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

*WITNESSETH:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Authority.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the treatment of side slopes shall specifically be subject to review and approval by the Village Engineer and in any event, shall not exceed four to one slope;

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

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

- (g) The Dwelling Units to be constructed on the Subject Property may be constructed
  - (i) without fire protection sprinklers, except as may be otherwise required by State law; provided, Owner shall offer to any purchaser of a Dwelling Unit as an option installation of fire protection sprinklers, and obtain from any person or persons who refuse or decline such option, a written waiver or decline of fire protection sprinklers;
  - (ii) with Romex in lieu of conduit for electrical wiring;
  - (iii) with PVC in lieu of copper water piping;
  - (iv) with ground fault in lieu of “ARC” fault circuit interrupters.

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

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

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

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

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

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

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

(o) In the event of an inconsistency between the standards contained in either the Village's Zoning Ordinance or the Village's Subdivision Code and the Preliminary Development Plan the standards contained in the Preliminary Development Plan shall control



regardless of whether such inconsistency (departures) are expressly identified in this ¶ 3.

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

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

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

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

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

(e) Recapture for Sanitary Sewer Costs. The Parties acknowledge and agree that a Recapture Agreement for such expenditures has been approved by the Village and recorded in

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6. Storm Sewer Service in the Subdivision**

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

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

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

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

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

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

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

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

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

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

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

(f) The Village acknowledges and agrees that except as specified in Paragraph 7(e) no other recapture payments shall be due from Owner as a result of or in connection with the development of the Subject Property, and that the Village shall not approve any other recapture

agreements or ordinances which burden Owner or the Subject Property with additional recapture obligations without Owner's prior written consent, which consent may be given or withheld in Owner's sole and absolute discretion.

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

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

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

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

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

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

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

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

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

#### **10. Park Donations.**

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

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

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

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

#### **11. Road, Street and Utility Construction Standards.**

(a) Owner shall provide streets and roads for the Subject Property. Each street right-of-way shall be dedicated in a final plat of subdivision, and the Village agrees that said roads shall be constructed in accordance with the specifications contained in **Exhibit " J "** The Parties acknowledge and agree that as of the Effective Date certain improvements have been substantially completed at the intersection of Illinois Route 72 and Romke Road, to wit:

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

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

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

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

- (i) Inspect and clean the streets and roadways adjacent to and within 1,000 feet of Owner's construction site as needed during each week while construction is occurring on said site.
- (ii) Periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing so as to comply with applicable Village regulations.



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

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

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

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

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

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

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

development on the Subject Property shall be installed at any time before April 15 or after December 1 in any calendar year unless approved by the Village Engineer.

**12. Public Improvements - Security and Acceptance.**

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

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

(c) To the extent utility improvements are developed or installed in phases or units, the Village shall inspect and accept the same on a phase-by-phase or unit-by-unit basis. The Owner shall be required to install water lines and sewer mains in each phase or unit only as each such phase or unit is platted and approved by the Village. Provided, however, where such phased utility improvements are required to be interconnected or looped to or with another phase or unit of the development, the Village shall not be required to accept such phased improvements unless adequate security in the form of a performance bond is deposited with the Village to assure the completion of the required interconnection or looping.

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

(e) Upon the sale and transfer of any portion of the Subject Property, Owner shall

be released from the obligation secured by its security instrument for public improvements, on the condition that that the Village approves and accepts substitute security from the purchaser, transferor, assignor, or other successor to Owner.

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

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

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

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

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

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

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

may not be open to the public until a binder course on the road has been installed, inspected and approved by the Village Engineer. The Village agrees that the Owner shall have the right to maintain the model homes on the Subject Property until all of the lots on the Subject Property have been conveyed to individual homebuyers.

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

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

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

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

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

(i) The Parties agree that certain erosion control was previously undertaken in the Subdivision in support of development on the Unit 1 Property, and future residential construction and/or development activities on the Subject Property may from time to time require additional erosion control measures. Owner and its successor shall at its respective expense utilize any erosion control measures for any such work as reasonably deemed

necessary by best practices or by the Village Engineer. Owner or its successor shall also be responsible for compliance with the requirements of any applicable NPDES regulations or permit pertaining to the Subject Property.

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

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

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

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

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

**15. Building Permits.**

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

(b) Owner shall have the right to submit master building blueprints or plans for the various types of designs of Dwelling Units to be constructed on the Subject Property.

Following the approval of any master building blueprints or buildings plans, no further submission or approval of building blueprints or plans will be required for the issuance of a building permit for the construction of any building pursuant to such approved master building blueprint or building plan; provided, however, that applications with plans conforming to the master building blueprints thereon shall be submitted as part of each request for a building permit. The Village will use its best efforts to review and approve the master building blueprints within fifteen (15) days, or within such other time as may be agreed between the Parties. If the Village does not approve the master building blueprints or plans it shall, with specificity, give Owner notice of the elements of said blueprints or plans which do not conform to applicable Village codes and ordinance.

**16. Signage.**

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

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

for any Dwelling Unit in the development; and the signs for any commercial portion of the Subject Property shall be removed upon completion of the last commercial structure..

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

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

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

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

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

#### **17. Occupancy Certificates.**

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

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

(c) Temporary certificates of occupancy for Dwelling Units and commercial uses shall be issued by the Village when weather conditions have not permitted the related



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

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

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

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

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

Subject Property shall be given full force and effect.

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

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

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

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

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

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

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

modifies or terminates the obligations of Owner specified in the following provisions of this Second Amended Agreement to the extent that any such modification or termination adversely impacts the Unit 1 Owner: Paragraphs 4(j) and 7(e) regarding funds to be paid to Hampshire East, LLC and to Hampshire West, LLC, respectively; Paragraph 5(d) regarding the installation of the Pressure Reducing Valve; Paragraph 6(a) regarding the detention/retention basins; Paragraph 13(h) regarding wetlands; and Paragraph 13(i) regarding erosion control.

**23. Notices.**

A. Except as provided in sub-paragraph B, all notices, requests and demands shall be in writing and shall be delivered by hand, mailed by certified mail, return receipt requested, or sent via overnight courier as follows:

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

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

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

With a copy to:

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

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

**24. Mutual Assistance.**

(a) The Parties shall do all things necessary or appropriate to carry out the terms and

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

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

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

## **25. Remedies.**

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

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

(d) If either Party shall fail to perform any of its material obligations hereunder, and the Party affected by such default shall have given written notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said thirty (30) day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently

proceeding to cure the same), then, in addition to any and all other remedies that may be available, either in law or equity, the Party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.

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

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

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

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

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

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

**26. Successors and Assigns.**

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

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

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

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

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

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

**31. Integration.** This Second Amended Agreement constitutes the entire understanding of the Parties relative to the zoning, subdivision and development of the Subject Property. All prior discussions, understandings and agreements pertaining such rezoning, subdivision and development are expressly merged into and superseded by this Second Amended Agreement. This Second Amended Agreement and the Unit 1 Second Amended Development Agreement collectively supersede the Original Development Agreement in its entirety.

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

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

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

**VILLAGE OF HAMPSHIRE**

By: \_\_\_\_\_  
Jeffrey R. Magnussen  
Village President

ATTEST:

By: \_\_\_\_\_  
Linda Vasquez  
Village Clerk

**HAMPSHIRE PROPERTY, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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



GIVEN under my hand and Notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

GIVEN under my hand and Notarial seal this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Notary Public

LIST OF EXHIBITS

- A Legal Description of The Subject Property Property
- B Preliminary Plat of Subdivision for Unit 2
- C Preliminary Development Plan by RWG (including bike path/sidewalk specs)
- D Alternative Development for 8.8 acre Tract
- E List of Impact / Transition / Connection Fees
- F Voucher form for sanitary sewer impact / connection fees.
- G Map Identifying NW Quadrant par. 5(a) (p.12)
- H Voucher form for water impact / connection fees
- I Deed for conveyance of Ponds 4 and 8
- J Specifications for Construction of Streets /Roadways
- K Grading / Site Development (Earthwork Requirements) (per Village Engineer)
- L Schedule of Deposits for Temporary Occupancy

No. 18 -

**AN ORDINANCE  
ESTABLISHING SPECIAL SERVICE AREA NUMBER 26  
IN THE VILLAGE OF HAMPSHIRE  
(Loves Property - Maintenance of Stormwater Facilities)**

WHEREAS, the establishment of a Special Service Area, consisting of the property described on Exhibit "A" attached hereto and incorporated herein, has been proposed by the Corporate Authorities of the Village by its Ordinance No. 18 - 17; and

WHEREAS, a Public Hearing considering the establishment of said Special Service Area was conducted on July 19, 2018 at the Hampshire Village Hall, 234 South State Street, Hampshire, Illinois; and

WHEREAS, due notice was published regarding said Public Hearing in the Daily Herald newspaper on June 26, 2018; and further, notice thereof was mailed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area, at least 10 days prior to said hearing date, in accord with 35 ILCS 200/27-30; or said notice has been waived by such person(s); and

WHEREAS, no persons appeared at said public hearing to comment on the proposed special service area; and

WHEREAS, no written objection to the creation of said special service area has been filed with the Village Clerk at any time within sixty (60) days after the public hearing was finally adjourned; and

WHEREAS, it is in the public interest that a Special Service Area for the purposes set forth herein be established; and

WHEREAS, said area is compact and contiguous; and

WHEREAS, said area will benefit specially from the municipal services to be provided, to wit: maintenance of stormwater detention area or areas and/or retention ponds created for stormwater management in said subdivision (the "Facilities"), as the Facilities are depicted on the Final Plat of Subdivision, including the engineering plans identified in the Annexation Agreement by and between the Village and Loves, and others, dated January 4, 2018 and recorded in the Office of the Kane County Recorder as Doc. No. 2018K032782; and

WHEREAS, the applicable Kane County Stormwater Ordinance, and Village Stormwater Regulations, require that a special service area be established as a back-up funding mechanism for purposes of providing for the ongoing long-term maintenance and/or repair of such Facilities, for any such areas or facilities that otherwise primarily are

to be maintained and/or repaired by a private property owners' association or other individual or entity, Kane County Code, §9-131; and

WHEREAS, the proposed municipal services are in addition to municipal services provided to the Village as a whole.

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

1. Special Service Area Number 26 shall be and hereby is established, pursuant to the provisions of Article VII, Sections 6A and 6L of the Constitution of the State of Illinois and pursuant to the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.

2. The Special Service Area to be known and designated as "Village of Hampshire Special Service Area Number 26" shall consist of the following described territory:

See attached Exhibit "A," a legal description of  
the territory included in Special Service Area #26.

3. Village of Hampshire Special Service Area Number 26 is established as a back-up funding mechanism for purposes of providing for the ongoing long-term maintenance and/or repair of the such Facilities, otherwise primarily to be maintained and/or repaired by a private property owners' association or other individual or entity for said subdivision, and to provide special municipal services to said area, in addition to services provided to the Village generally, and specifically to provide for maintenance of stormwater management areas on the Subject Property.

4. An annual special tax shall be levied by the Village, based upon the actual estimated total expenses to be incurred in the pertinent tax year for said special services, in an amount necessary to produce revenue sufficient to provide for said maintenance and repair of said facilities and areas, in accordance with the requirements of the Village of Hampshire Municipal Code and/or Kane County Stormwater Ordinance, and for an indefinite period of time as needed, at a maximum rate not to exceed \$1.50 per \$100 of equalized assessed valuation of each tax parcel located within the Special Service Area, and which shall be in addition to all other taxes permitted by law.

5. A certified copy of this Ordinance, setting out a legal description of the territory of the area, the permanent tax index numbers of the parcels located within the territory of the area, and a description of the special services to be provided, together with both an accurate map of the territory, and a copy of the notice of the public hearing, shall be filed for record in the Office of the Kane County Recorder, and in the Office of the Kane County Clerk, no later than sixty (60) days after the date of enactment set forth below.

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

ADOPTED THIS \_\_\_\_ DAY \_\_\_\_\_, 2018.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jeffrey R. Magnussen  
Village President

ATTEST:

\_\_\_\_\_  
Linda Vasquez  
Village Clerk

## EXHIBIT "A"

### LEGAL DESCRIPTION

Parcel 1) A portion of the Love's Property:

Situate in Section 3, Township 42 North Range 6 East of the Third Principal Meridian, and lying North of the North Line of the Right of Way of the Northern Illinois Toll Highway, in the Township of Hampshire, Kane County, Illinois, described as follows: Beginning at a found Right-of-Way monument of Toll Road I-90, thence along a line the following eight (8) courses: South 21°54'31" West, a distance of 848.58 feet to a point, South 89°58'14" West, a distance of 443.75 feet to a point, South 00°13'20" East, a distance of 265.41 feet to a point, North 84°06'18" West, a distance of 268.83 feet to a point, North 68°46'27" West, a distance of 33.55 feet to a point, North 00°00'00" West, a distance of 1545.75 feet to a point, North 89°58'15" East, a distance of 776.18 feet to a point, South 37°03'24" East, a distance of 398.24 feet to a point, thence South 11°00'49" East, a distance of 219.20 feet to the Point of Beginning.

Containing 29.63 Acres of land and being subject to all other easements, encumbrances, agreements, reservations, restrictions and interest that may affect the easement as described. North and Bearing system based on the North Line of the Northwest ¼ of Section 3-42-6.

PINs: A portion of both 01-03-200-008 and 01-03-400-008  
Common Address: SW Corner of US Highway 20 and I-90 Ramps, Hampshire, Illinois.

Parcel 2) A portion of the Love's Property:

Situate in Section 3, Township 42 North, Range 6 East of the Third Principal Meridian, and lying North of the North Line of the Right of Way of the Northern Illinois Toll Highway, in the Township of Hampshire, Kane County, Illinois, described as follows: Beginning at a found iron rod at the intersection of northerly Right-of-Way line of Toll Road I-90, and the westerly line of Section 3; thence along a line the following four (4) courses: North 00°16'56" West, a distance of 82.85 feet to a point, North 89°58'15" East, a distance of 3669.85 feet to a point, South 00°00'00" East, a distance of 1545.75 feet to a point, North 68°46'27" West, a distance of 622.12 feet to a point, thence North 68°11'56" West, a distance of 3327.51 feet to the Point of Beginning.

Containing 68.83 Acres of land and being subject to all other easements, encumbrances, agreements, reservations, restrictions and interest that may affect the easement as described. North and Bearing system based on the North Line of the Northwest ¼ of Section 3-42-6.

PINs: 01-03-100-005; a portion of both 01-03-200-008 and 01-03-400-008  
Common Address: SW Corner of US Highway 20 and I-90 Ramps, Hampshire, Illinois

Attachments to  
Ord. No. 18 –

DESCRIPTION OF THE SPECIAL SERVICES TO BE PROVIDED

Maintenance of stormwater detention area or areas and/or retention ponds created for stormwater management in said subdivision (the "Facilities"), as the Facilities are depicted on the Final Plat of Subdivision, including the engineering plans identified in the Annexation Agreement by and between the Village and Loves, and others, dated January 4, 2018 and recorded in the Office of the Kane County Recorder as Doc. No. 2018K032782;; and

ACCURATE MAP OF THE TERRITORY



COPY OF THE NOTICE OF THE PUBLIC HEARING

/  
/  
/  
/  
**CERTIFICATE** /  
/  
/  
/ / / / / / / / /

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

I further certify that on October 4, 2018, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. \_\_\_\_\_, entitled:

**AN ORDINANCE  
ESTABLISHING SPECIAL SERVICE AREA NUMBER 26  
IN THE VILLAGE OF HAMPSHIRE  
(Loves Property - Maintenance of Stormwater Facilities)**

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this \_\_\_\_ day of October, 2018.

\_\_\_\_\_  
Linda Vasquez  
Village Clerk

No. 18 -

**AN ORDINANCE  
AMENDING THE VILLAGE CODE, CHAPTER TWO: POLICE REGULATIONS,  
ARTICLE VI: PARKING REGULATIONS, BY ADDING CERTAIN RESTRICTIONS  
ON ELM STREET IN THE VILLAGE**

WHEREAS, the Village has authority to establish rules and regulations governing parking of vehicles in the Village; and

WHEREAS, a problem has arisen with the parking of vehicles on Elm Street in the Village, causing a safety hazard in that area; and

WHEREAS, the Corporate Authorities deem it necessary and advisable to add certain restrictions for parking on Elm Street, for the safety and welfare of the residents of the Village; and

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 establish a new "No Parking" place as follows:

CHAPTER 2	POLICE REGULATIONS
ARTICLE VI	PARKING REGULATIONS
SECTION 2-6-1	NO PARKING PLACES

It shall be unlawful for any person at any time to stop, stand or park any vehicle at any of the following locations, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or traffic control device:

\* \* \*

CC. On the east side of Elm Street, from the easternmost boundary line of the property at 811 Elm Street continuing northerly to the intersection of Elm Street and Julie Lane.

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 4<sup>th</sup> DAY OF OCTOBER, 2018, pursuant to roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED THIS 4<sup>th</sup> DAY OF OCTOBER, 2018.

\_\_\_\_\_  
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 \_\_\_\_\_, 2018, the Corporate Authorities of the Village enacted this Ordinance No. 18 - \_\_\_\_, 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 October \_\_, 2018 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. 18 -

**AN ORDINANCE  
AUTHORIZING THE EXECUTION OF A CERTAIN  
ANNEXATION AGREEMENT  
(RALC and Hampshire Partners Property)**

WHEREAS, a written petition, signed by the legal owners of record of all of the land within the territory hereinafter described, has been filed with the Clerk of the Village of Hampshire, Kane County, Illinois requesting that the Village annex certain territory, subject to the terms and provisions of a certain agreement for said purpose; and

WHEREAS, said Annexation Agreement pertains in part to the following described territory:

See Attached Exhibit "A "

WHEREAS, the Owner of said property is ready, willing and able to enter into said Annexation Agreement and to perform the obligations required thereunder; and

WHEREAS, pursuant to notice published in the Daily Herald newspaper on September 4, 2018,, a public hearing concerning the proposed Annexation Agreement was commenced before the Village Board of Trustees on September 20, 2018, and the statutory requirements provided in Section 11-15.1-1 et seq. of the Illinois Municipal Code, as amended, have been fully met; and

WHEREAS, the proposed Annexation Agreement was modified after the public hearing to address and clarify some of its terms and conditions; and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village to enter into said Annexation Agreement.

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 Annexation Agreement, in form as attached hereto and incorporated herein, shall be and is approved.

Section 2. The Village President shall be and is hereby authorized and directed to sign, and the Village Clerk is authorized and directed to attest, said Annexation Agreement on behalf of the Village, provided said Agreement shall first be signed by the Owner(s) and submitted to the Village Clerk.

Section 3. Said Agreement shall thereafter be submitted for recording in the Office of the Kane County Recorder, at the expense of the petitioner. .

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

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

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018

\_\_\_\_\_  
Jeffrey Magnussen  
Village President

ATTEST:

\_\_\_\_\_  
Linda Vasquez  
Village Clerk

## EXHIBIT "A"

### LEGAL DESCRIPTION

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

Together with: All of the right of way of Widmayer Road and all of the right of way of Higgins Road lying adjacent to the above-described property and not previously annexed to the Village of Hampshire.

PIN: 01-11-100-005

Common Address: 62 ± acre parcel located at southeast corner of Higgins Road and Widmayer Road in Hampshire Township, Kane County, Illinois.



No. 18 -

**AN ORDINANCE  
ANNEXING CERTAIN TERRITORY TO THE  
VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS  
(Hampshire Grove Subdivision)**

WHEREAS, a written petition, signed by the legal owner(s) of record of all the land within the territory hereinafter described, has been filed with the Clerk of the Village of Hampshire, Kane County, Illinois, requesting that said territory be annexed to the Village of Hampshire; and

WHEREAS, there are no Electors residing within said territory; and

WHEREAS, said territory does not now lie within the corporate limits of any municipality, and is contiguous to the Village of Hampshire; and

WHEREAS, the legal owners of record of said territory have entered into a valid and binding Annexation Agreement relating to such territory (the "Annexation Agreement"); and

WHEREAS, a public hearing in regard to said Annexation Agreement was conducted by the Village Board of Trustees commencing on September 20, 2018, pursuant to notice published in the Daily Herald newspaper on September 4, 2018; and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village of Hampshire that said territory be annexed to the Village.

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 following described territory together with any adjacent highways or publicly dedicated streets not previously annexed to the Village of Hampshire, shall be and is hereby annexed to the Village of Hampshire, Kane County, Illinois:

See Attached Exhibit "A"

Section 2. A Plat of Annexation, being an accurate map of the annexed territory, is attached hereto and made a part of this Ordinance as Exhibit "B."

Section 3. The Village Clerk is hereby directed to record with the Office of the Recorder of Kane County, and to file with the County Clerk, a certified copy of this Ordinance, including Exhibit "A" and Exhibit "B" appended hereto.

Section 4. The Village Clerk is hereby authorized and directed to give notice, by certified or registered mail, of the annexation of the within-described territory to the election authorities of Kane County, the county having jurisdiction over the territory herein annexed, within thirty (30) days of the date of enactment of this Ordinance annexing said territory.

Section 5. All ordinances, resolutions or motions, or portions thereof in conflict with the provisions of this Ordinance, shall be and are to the extent of such conflict hereby superseded and waived.

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

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jeffrey R. Magnussen  
Village President

ATTEST:

\_\_\_\_\_  
Linda Vasquez  
Village Clerk

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

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

Together with: All of the right of way of Widmayer Road and all of the right of way of Higgins Road lying adjacent to the above-described property and not previously annexed to the Village of Hampshire.

PIN: 01-11-100-005

Common Address: 62 ± acre parcel located at southeast corner of Higgins Road and Widmayer Road in Hampshire Township, Kane County, Illinois.

**EXHIBIT "B"**

**PLAT OF ANNEXATION / ACCURATE MAP OF TERRITORY**

**AN ORDINANCE  
APPROVING A ZONING AMENDMENT IN PART FROM F-1 FARMING  
ZONING DISTRICT, AND IN PART FROM E-3 ESTATE RESIDENTIAL  
ZONING DISTRICT, TO M-2 GENERAL INDUSTRIAL ZONING DISTRICT,  
FOR CERTAIN PROPERTY LOCATED IN THE VILLAGE  
(Hampshire Grove Subdivision)**

WHEREAS, the Owner(s) filed a certain Petition for Zoning Amendment with the Village Clerk, relating to certain property legally described as set forth on Exhibit "A" attached hereto and incorporated herein by this reference, and to be designated as the Hampshire Grove Business Park Subdivision in the Village; and

WHEREAS, a portion of the territory in question was recently annexed to the Village on the Petition of the Owner(s), and would otherwise be classified in the Estate Residential Zoning District in the Village; and the balance of the territory was previously annexed to the Village and then classified in the F-1 Farming Zoning District in the Village; and

WHEREAS, a Public Hearing on the Petition for Zoning Amendment was conducted by the Zoning Board of Appeals on Tuesday, August 28, 2018, pursuant to Notice published in the Daily Herald Newspaper on August 13, 2018; and

WHEREAS, following the Public Hearing, the Zoning Board of Appeals has rendered certain Findings of Fact and made a recommendation that the Petition be approved; and

WHEREAS, the Corporate Authorities, having considered the Petition, the comments made at the public hearing, and the Findings of Fact and Recommendation of the Zoning Board of Appeals, have determined that the Petition for Zoning Amendment ought to be approved.

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 Petition for Zoning Amendment, concerning the property described on the attached Exhibit "A," being located at the southeast corner of Higgins Road and Widmayer Road in the Village, to amend the zoning classification for the Subject Property from in part F-1 Farming Zoning District, and in part E-3 Estate Residential Zoning District (upon annexation), to M-2 General Industrial Zoning District, shall be and is hereby approved.

Section 2. Approval of this Zoning Amendment shall be and is subject to the following conditions:

a. The Owner shall substantially comply with the Development Application and attached drawings and materials.

b. Owner shall apply for and obtain an appropriate building permit from the Village before commencing work on any construction on the property, and shall duly apply for and obtain an appropriate occupancy permit before occupying the premises.

c. Owner shall in the design and operation of the facilities constructed on the property at all times comply with all applicable codes, ordinances, and regulations, specifically including but not limited to all applicable regulations of the IEPA.

Section 3. Any and all ordinances, resolutions and orders, or parts thereof, which are in conflict with the provisions of this Ordinance, to the extent of any such conflict, hereby superseded and waived.

Section 4. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

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

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jeffrey R. Magnussen  
Village President

ATTEST:

\_\_\_\_\_  
Linda Vasquez

Village Clerk

## EXHIBIT A

### LEGAL DESCRIPTION

The West Half of the Northwest Quarter of Section 11, in Township 42 North, Range 6 East of the Third Principal Meridian, in the Township of Hampshire and Village of Hampshire, Kane County, Illinois.

Containing 80.324 Acres (3,498,904 Sq. Ft.), more or less.

PINs: 01-11-100-005, 01-11-100-006

Common Address: The southeast corner of Higgins Road and Widmayer Road, Hampshire, Illinois.



**A RESOLUTION  
APPROVING A CERTAIN EASEMENT AGREEMENT WITH  
HAMPSHIRE PROPERTY LLC, AS MODIFIED AFTER AUGUST 9, 2018,  
FOR EXTENSION OF ELECTRICAL SERVICE TO THE PUBLIC PARK  
IN TUSCANY WOODS SUBDIVISION**

WHEREAS, the park space in Tuscany Woods Subdivision has been improved to date with certain ball fields, parking area, and other improvements; and

WHEREAS, Hampshire Township Park District desires to complete the installation of lighting for the ball fields in the park, and is in need of extension of electrical service to the park for this purpose; and

WHEREAS, to date, only a preliminary plan has been submitted for development of the adjacent Tuscany Woods Unit 2 Subdivision, including the proposed dedication of public utility easement(s) throughout said subdivision for the extension of electrical service and other utilities to the park space and other areas in the subdivision; and

WHEREAS, when final platted, Grantor will otherwise be required to plat and will plat a certain public utility easement for public utilities across the frontage of the proposed residential lots in the subdivision, including such lots fronting on Romke Road in the vicinity of the park space, consistent with the requirements of the Village Subdivision Regulations, §7-5-9; and

WHEREAS, in order to facilitate present development of the park space, the owner of the Tuscany Woods Subdivision Unit 2 property is willing to dedicate a public utility easement sufficient for extension of electrical service to the park space at this time, subject to certain conditions; and

WHEREAS, the Corporate Authorities approved a form of such easement in accordance with their Resolution No. 18-15 on August 9, 2018, for electric services in part, and Commonwealth Edison has since that date proposed certain modifications to the grant of easement, which have been addressed in a modified version of same.

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

Section 1. The proposed Easement Agreement by and between the Village of Hampshire and Hampshire Property LLC, as owner of the property constituting Tuscany Woods Unit 2 Subdivision regarding dedication of a certain public utility easement, a copy of which agreement (as modified after August 9, 2018) is attached hereto and incorporated herein by this reference as Exhibit "A," shall be and is hereby approved.

Section 2. The Village President shall be and hereby is authorized to execute and deliver, and the Village Clerk to attest, said Intergovernmental Agreement on behalf of the Village, upon receipt of a duly executed original of such agreement from the owner.

Section 3. The Village Attorney may approve minor corrections and/or revisions to the form of this Agreement, in consultation with the other parties to the agreement, prior to execution by the Village President.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jeffrey R. Magnussen  
Village President

ATTEST:

\_\_\_\_\_  
Linda Vasquez  
Village Clerk

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2018, by and between Hampshire Property, LLC, an Illinois Limited Liability Company, Bolingbrook, Illinois ("Grantor"), and the Village of Hampshire an Illinois Municipal Corporation, with its principal offices at Hampshire, Illinois (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the owner of certain property located in the Village of Hampshire, known as Tuscany Woods Subdivision, Unit 2 (the "Subject Property"); and

WHEREAS, Grantor has preliminarily platted the Subject Property for a residential subdivision for future development in the Village and

WHEREAS, the park space otherwise dedicated for park purposes in said subdivision has been developed for active open space and park purposes, and is developed with certain improvements and is in need of extension of electrical service at this time; and

WHEREAS, when final platted, Grantor will otherwise be required to plat and will plat a certain public utility easement for public utilities across the frontage of the proposed residential lots in the subdivision, consistent with the requirements of the Village Subdivision Regulations, §7-5-9; and

WHEREAS, in order to facilitate present development of the park space, and installation of electrical service to the park space, Grantor is willing to dedicate such an easement at this time, subject to certain conditions.

NOW THEREFORE, IN CONSIDERATION OF ONE DOLLAR IN HAND PAID, AND THE MUTUAL COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED AS FOLLOWS:

1. Grantor agrees as follows:

a. Grantor hereby grants, assigns, sets over, sells and quit claims unto the Village of Hampshire, Grantee, a non-exclusive, perpetual right-of-way and easement forever, for the public utility purposes described on Exhibit "B" attached hereto and incorporated herein by this reference, over and across the area described on Exhibit "C" attached hereto and incorporated herein by this reference (the "Easement Premises").

b. Grantor hereby further covenants and agrees that Grantor and its successors, heirs, executors, administrators, grantees, personal representatives and assigns shall permit the

benefitted parties of this public utility easement, and their respective officers, servants, agents, contractors and employees at any and all times, to go over and upon the Easement Premises in order to perform any and all acts reasonably necessary to maintain, repair, replace or remove said public utilities.

c. Grantor covenants that it is the owner of the premises affected, and the sole owner thereof, and further, Grantor agrees that such covenant is made to induce Village to make this agreement and that Village has expressly relied thereon in so doing.

d. Grantor shall execute and deliver to the Village, together with this Agreement, a Plat of Easement document, in recordable form, prepared by the Village upon request of the Village.

2. The Village agrees to accept such dedication of easement prior to final plat of the subdivision for the benefit of itself and the other public utilities identified on Exhibit "C" (each, a "benefitted party"). All improvements will be installed, inspected and maintained in accordance with all applicable ordinances, regulations, and laws.

3. Grantor expressly retains the right to use the property for any and all purposes which do not interfere with or prevent the use of the easement premises by the benefitted parties or any of them.

4. As a part of the electrical work to be performed by ComEd to extend electrical service to the park space in Tuscany Woods Subdivision owned by the Hampshire Township Park District, the Park District shall and hereby does grant to ComEd the right to place, access, and maintain a transformer at the location marked as "A" on the attached diagram, Exhibit "D."

5. In the event that, at any time after installation of electrical service in said easement, and during subsequent construction of the subdivision improvements for Tuscany Woods Subdivision, Unit 2, it becomes necessary to move, re-trench, install at a greater depth, or re-locate the electrical line(s) described in Par. 4 above and to be installed in said public utility easement, or to move or re-locate the public utility easement, it is agreed by and between Hampshire Property LLC, Grantor, and Hampshire Township Park District that Hampshire Property LLC shall have no responsibility to bear the cost or expense of such work; but such cost or expense shall be borne by Hampshire Park District, its successors or assigns.

6. This Agreement, and all of its covenants, burdens, obligation, conditions, and easements shall attach to and run with the land, and shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Grantor.

7. This Agreement contains the entire agreement of the parties and shall not be modified except by writing signed by each of the parties hereto. All prior discussions, negotiations and representations of the parties are merged herein.

8. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable.

9. Any amendment of this Agreement shall be made in writing, and executed by each of the parties hereto, or their respective legal heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED IN HAMPSHIRE, KANE COUNTY, ILLINOIS THE DAY AND YEAR FIRST ABOVE WRITTEN.

GRANTOR:

GRANTEE:

HAMPSHIRE PROPERTY, LLC

VILLAGE OF HAMPSHIRE

By: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Member

Jeffrey R. Magnussen  
Village President

Attest:

\_\_\_\_\_

Linda Vasquez  
Village Clerk

HAMPSHIRE TOWNSHIP PARK DISTRICT:

By: \_\_\_\_\_

Its \_\_\_\_\_

## EXHIBIT A

### PUBLIC UTILITY EASEMENT PURPOSE(S)

Commonwealth Edison Company, Ameritech, Mediacom, and other utility companies providing electric and communications services, their respective successors and assigns, jointly or severally are hereby given easement rights to the property described in Exhibit B for themselves, and jointly with the village, together with the right of access thereto to install, operate, maintain, repair, and remove, from time to time, facilities used in connection with the transmission and distribution of electricity and sounds and signals, together with the right to install required service connections to serve the improvements of each lot, and the right to cut down and remove or trim and keep trimmed any trees, shrubs or saplings that interfere or threaten to interfere with any of said public utility equipment.

The location of facilities in platted streets and alleys shall not conflict with public improvements and shall be subject to village approval.

No permanent buildings or trees shall be placed on said easement, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein granted.

All utility lines shall be constructed underground. No overhead lines will be permitted.

See also next page: COMMONWEALTH EDISON COMPANY AND SBC TELEPHONE COMPANY EASEMENT PROVISIONS, attached hereto and incorporated herein by this reference.

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT PREMISES

That part of the North Half of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian described as follows;

Beginning at the Northwest Corner of Romke Road and Jake Lane dedicated by Document 2006 K139816; thence North 00 degrees 12 minutes 09 seconds West along the Westerly line of said Romke Road, 141.57 feet to a point of curvature; thence Northeasterly on the Westerly line of said Romke Road, 624.06 feet along a curve to the right with a radius of 465.00 feet, chord bearing North 38 degrees 14 minutes 41 seconds East and chord length of 578.27 feet to the West line of a parcel conveyed by Document 2005 K 117262; thence North 17 degrees 22 minutes 40 seconds West, along the West line of said parcel, 8.60 feet to a point of curvature; thence Northerly along said West line, 1.42 feet along a curve to the left having a radius of 283.00 feet, chord bearing North 17 degrees 31 minutes 19 seconds West and chord length of 1.42 feet; thence Southwesterly 636.76 feet along a curve to the left with a radius of 475.00 feet, chord bearing South 38 degrees 12 minutes 06 seconds West and chord length of 590.14 feet to a point of tangency; thence South 00 degrees 12 minutes 09 seconds East, 141.57 feet to the North line of said Jake Lane; thence North 89 degrees 47 minutes 51 seconds East, along the North line of said Jake Lane, 10.00 feet to the point of beginning. All in The Village of Hampshire, Kane County, Illinois.

PIN: Part of 01-25-100-016 and 01-25-200-013  
Common Address: Romke Road, Hampshire, IL

## **EASEMENT PROVISIONS**

An easement for serving the subdivision and other property with electric and communication service is hereby reserved for and granted to

**Commonwealth Edison Company**  
and  
**SBC Telephone Company, Grantees,**

their respective licensees, successors and assigns jointly and severally, to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, guys, anchors, wires, cables, conduits, manholes, transformers, pedestals, equipment cabinets or other facilities used in connection with overhead and underground transmission and distribution of electricity, communications, sounds and signals in, over, under, across, along and upon the surface of the property shown within the dashed or dotted lines (or similar designation) on the plat and marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E" (or similar designation), the property designated in the Declaration of Condominium and/or on this plat as "Common Elements", and the property designated on the plat as "common area or areas", and the property designated on the plat for streets and alleys, whether public or private, together with the rights to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over Grantees' facilities or in, upon or over the property within the dashed or dotted lines (or similar designation) marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E" (or similar designation) without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in the "*Condominium Property Act*", Chapter 765 ILCS 605/2(c), as amended from time to time.

The term "common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole or as an apportionment to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as "outlots", "common elements", "open space", "open area", "common ground", "parking" and "common area". The term "common area or areas", and "Common Elements" include real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building, Service Business District or structures such as a pool, retention pond or mechanical equipment.

Relocation of facilities will be done by Grantees at cost of the Grantor/Lot Owner, upon written request.



EXHIBIT C

DIAGRAM FOR PLACEMENT OF TRANSFORMER





Engineering Enterprises, Inc.

October 1, 2018

Mr. Jeff Magnussen (Via E-Mail)  
Village President  
Village of Hampshire  
243 South State Street  
Hampshire, IL 60140

**Re: Pay Estimate No. 1  
Dietrich Road PRV Replacement**

Mr. Magnussen:

This is to certify that payment in the amount of **\$117,289.35** for the above referenced project is due to H. Linden & Sons Sewer & Water, Inc., 722 E. South Street, Unit D, Plano, IL 60545, in accordance with our engineer's payment estimate referenced above and attached hereto.

Also enclosed is a copy of the invoice, certified payroll, and waivers of lien submitted to us by H. Linden & Sons Sewer & Water, Inc.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Julie A. Morrison, P.E.  
Sr. Project Manager

MWS

Enclosures

pc: Ms. Lori Lyons, Village Finance Director (Via E-Mail)  
Ms. Linda Vasquez, Village Clerk (Via E-Mail)  
Mr. Steve Linden, H. Linden (Via E-Mail)  
BPS, JAM, EEI (Via E-Mail)

G:\Public\Hampshire\2017\HA1707 Dietrich Road PRV Replacement\Construction\Pay Estiamtes\payestimate01 - Linden.docx

52 Wheeler Road, Sugar Grove, IL 60554 ~ (630) 466-6700 tel ~ (630) 466-6701 fax ~ www.eeiweb.com

PAYABLE TO: H. Linden & Sons Sewer and Water, Inc.  
 ADDRESS: 722 E. South Street, Unit D, Plano, IL 60545

ENGINEERS PAYMENT ESTIMATE NO. 1  
 DIETRICH ROAD PRV REPLACEMENT  
 VILLAGE OF HAMPSHIRE

PAY PERIOD  
 FROM: 7/22/2018 TO: 9/9/2018

ITEM NO	ITEMS	UNIT	QUANTITY	AWARDED VALUE	ADDED QUANTITY	DEDUCTED QUANTITY	UNIT PRICE	COMPLETED QUANTITY THIS PAY PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUE
1	STABILIZED CONSTRUCTION ENTRANCE	LS	1	\$ 1,200.00			\$ 1,200.00	1.00	\$ 1,200.00	1.00	\$ 1,200.00
2	SALT FENCE	LF	226	\$ 678.00			\$ 3.00	226.00	\$ 678.00	226.00	\$ 678.00
3	CONNECT TO EXISTING 18" WATER MAIN	EA	4	\$ 15,000.00			\$ 4,000.00		\$ -	0.00	\$ -
4	WATER MAIN, 12-INCH D I.P., CLASS 52 WITH POLYETHYLENE WRAP	LF	30	\$ 9,750.00			\$ 325.00	27.10	\$ 8,782.50	27.10	\$ 8,782.50
5	WATER MAIN, 18-INCH D I.P., CLASS 52 WITH POLYETHYLENE WRAP	LF	45	\$ 6,750.00			\$ 150.00		\$ -	0.00	\$ -
6	PRESSURE CONNECTION WITH TAPPING SLEEVE & 12" TAPPING VALVE IN 72" VAULT	EA	2	\$ 34,000.00			\$ 17,000.00	2.00	\$ 34,000.00	2.00	\$ 34,000.00
7	EXISTING PRV REMOVAL	LS	1	\$ 8,000.00			\$ 8,000.00		\$ -	0.00	\$ -
8	VALVE VAULT REMOVAL	EA	2	\$ 1,000.00			\$ 500.00		\$ -	0.00	\$ -
9	6" WATER MAIN REMOVAL	LF	100	\$ 600.00			\$ 6.00		\$ -	0.00	\$ -
10	FIRE HYDRANT REMOVAL	EA	1	\$ 700.00			\$ 700.00		\$ -	0.00	\$ -
11	FIRE HYDRANT ASSEMBLY, 6-INCH MJ	EA	1	\$ 5,000.00			\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00
12	DUCTILE IRON FITTINGS	LB	1,230	\$ 7,380.00			\$ 6.00	651.00	\$ 3,906.00	651.00	\$ 3,906.00
13	BERETTA VALVE 16" IN 60" VAULT	EA	1	\$ 32,000.00			\$ 32,000.00	1.00	\$ 32,000.00	1.00	\$ 32,000.00
14	FOUNDATION MATERIAL	CU YD	70	\$ 700.00			\$ 10.00		\$ -	0.00	\$ -
15	REMOVAL AND DISPOSAL OF EXCAVATED MATERIAL ("UNCONTAMINATED SOILS")	CU YD	100	\$ 4,000.00			\$ 40.00		\$ -	0.00	\$ -
16	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL	TON	70	\$ 2,800.00			\$ 40.00		\$ -	0.00	\$ -
17	UTILITY STRUCTURE UNDERCUT (PRV STATION)	CU YD	10	\$ 800.00			\$ 80.00		\$ -	0.00	\$ -
18	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 2,000.00			\$ 2,000.00	1.00	\$ 2,000.00	1.00	\$ 2,000.00
19	1-1/2" DIA PVC SUMP DISCHARGE LINE	LS	1	\$ 5,000.00			\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00
20	INSTALLATION OF PRV STATION (INCLUDES CONNECTION TO 12" WM)	LS	1	\$ 20,000.00			\$ 20,000.00	1.00	\$ 20,000.00	1.00	\$ 20,000.00
21	REINFORCED CONCRETE BASE PAD, COMPLETE	LS	1	\$ 8,700.00			\$ 8,700.00	1.00	\$ 8,700.00	1.00	\$ 8,700.00
22	ELECTRICAL SERVICE, COMPLETE	LS	1	\$ 10,000.00			\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00
23	TESTING AND DISINFECTION - PRV STATION	LS	1	\$ 1,000.00			\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00
24	ACCESS ROAD	SY	150	\$ 28,500.00			\$ 190.00		\$ -	0.00	\$ -
25	RESTORATION	SY	625	\$ 4,375.00			\$ 7.00		\$ -	0.00	\$ -
26	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 9,000.00			\$ 9,000.00		\$ -	0.00	\$ -
27	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	10,000	\$ 10,000.00			\$ 1.00	3450.00	\$ 3,450.00	3450.00	\$ 3,450.00
				BID VALUE AWARDED: \$ 223,633.00							
									VALUE COMPLETED - THIS REQUEST: \$ 130,321.50		- TO DATE: \$ 130,321.50

ALLOWANCE (PAY ITEM NO. 27)	QUANTITY	UNIT	VALUES
1 CLSM BACKFILL AROUND PRV STATION	23	\$ 150.00	\$ 3,450.00

MISCELLANEOUS EXTRAS AND CREDITS	QUANTITY	UNIT PRICE	VALUES
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DEBITS	VALUES
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ENGINEERING ENTERPRISES INC  
 52 WHEELER ROAD  
 SUGAR GROVE, ILLINOIS 60554

SUMMARY	
TOTAL MISCELLANEOUS EXTRAS AND CREDITS	\$ -
TOTAL COMPLETED CONSTRUCTION COSTS	\$ 130,321.50
DEDUCT RETAINAGE (10%)	\$ 13,032.15
TOTAL AMOUNT DUE TO CONTRACTOR	\$ 117,289.35
TOTAL DEBITS	\$ -
NET AMOUNT DUE - THIS PAYMENT	\$ 117,289.35

PREPARED BY   
 APPROVED BY 

H. Linden & Sons Sewer & Water, Inc.

722 E. South St., Unit D  
 722 E. South St., Unit D  
 Plano, IL 60545

# Invoice

Date	Invoice #
9/18/2018	HampPRV 1

Bill To

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			9/18/2018			Dietrich Rd PRV
Quantity	Item Code	Description			Price Each	Amount
1	02 Site Work	Site Work for Dietrich Road PRV Replacement as per attached Engineers Payment Estimac No. 1			117,289.35	117,289.35

Phone #	Fax #	E-mail
630-552-9955	630-522-0955	admin@hlindensons.com

<b>Total</b>	\$117,289.35
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PARTIAL WAIVER OF LIEN TO DATE

STATE OF ILLINOIS  
COUNTY OF KANE  
TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by VILLAGE OF HAMPSHIRE to furnish PRV REPLACEMENT for the premises known as DIETRICH ROAD in HAMPSHIRE, IL of which VILLAGE OF HAMPSHIRE is the owner.

The undersigned, for and in consideration of ONE HUNDRED SEVENTEEN THOUSAND, TWO HUNDRED EIGHTY-NINE AND 35/100<sup>TH</sup>S (\$117,289.35) Dollars, and other good and valuable consideration, the receipt whereof is acknowledged, does hereby waive and release any and all lien or claim of, or right to, lien, under the statues of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and in the improvements thereon, and on the material fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS\*.

DATE: SEPTEMBER 17, 2018

COMPANY NAME: H. LINDEN & SONS SEWER & WATER, INC.  
ADDRESS: 722 E. SOUTH STREET, UNIT D, PLANO, IL 60545

SIGNATURE AND TITLE: , Secretary/Treasurer

\*Extras include but are not limited to change orders, both oral & written, to the contract.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS  
COUNTY OF KENDALL  
TO WHOM IT MAY CONCERN:

THE undersigned, STEVE LINDEN, being duly sworn, deposes and says that he is TREASURER OF H. LINDEN & SONS SEWER & WATER, INC., who is the contractor furnishing PRV REPLACEMENT work on the premises known as DIETRICH ROAD in HAMPSHIRE, IL of which VILLAGE OF HAMPSHIRE is the owner. That the total amount of the contract Including extras\* to date is \$227,083.00 on which he has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable do defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Contractor/Subcontractor	What For	Contract Amount	Amount Paid	This Payment	Balance Due
H. Linden & Sons	labor	\$95,814.00	\$0.00	\$48,887.35	\$46,926.65
Core & Main	Materials	\$40,000.00	\$0.00	\$18,625.50	\$21,374.50
Envirobroker	Waste Handling	\$250.00	\$0.00	\$250.00	\$0.00
Flying Hog	Hauling	\$5,000.00	\$0.00	\$1,507.50	\$3,492.50
MidAmerican	Materials	\$5,000.00	\$0.00	\$0.00	\$5,000.00
Midwest Chlorinating	valves & testing	\$27,319.00	\$0.00	\$27,319.00	\$0.00
Ozinga Materials	stone	\$5,000.00	\$0.00	\$0.00	\$5,000.00
Schollmeyer Landscaping	restoration	\$25,000.00	\$0.00	\$0.00	\$25,000.00
Schubert & Sons Concrete	Concrete	\$3,100.00	\$0.00	\$3,100.00	\$0.00
Valley Electric	electrical	\$17,600.00	\$0.00	\$17,600.00	\$0.00
Welch Bros.	Materials	\$3,000.00	\$0.00	\$0.00	\$3,000.00
Total Labor and Materials		\$227,083.00	\$0.00	\$117,289.35	\$109,793.65





WAIVER OF LIEN – PARTIAL

To All Whom It May Concern:

WHEREAS, CORE & MAIN LP has been employed by:

H Linden & Sons Sewer & Water  
to furnish miscellaneous materials under a contract for  
the improvement of the premises described as  
Hampshire – Dietrich Rd., Hampshire, Illinois

in the (City or Village) of Hampshire County of  
Kane State of Illinois of which  
Village of Hampshire is the Owner

NOW, THEREFORE, this 24th day of August, 2018  
for and in consideration of the sum of \$18,625.50

Dollars paid simultaneously herewith, the receipt where of is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, by virtue of said contract, on account of labor, services, material, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

CORE & MAIN LP

Signature

Kelley S. Kriens

By: Kelley S. Kriens

Title: Senior Credit Associate

**FINAL WAIVER OF LIEN**

STATE OF Illinois

Gly#

} SS

COUNTY OF Kane

Escrow#

TO WHOM IT MAY CONCERN:

WHERE AS the undersigned has been employed by H Linden & Sons to furnish **environmental testing services** for the premises known as **Hampshire - Dietrich Road** of which **Village of Hampshire** is the Owner.


The undersigned, for and in consideration of Two Hundred Fifty and 00/100 (\$ 250.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished anytime hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE: 8/24/18

COMPANY NAME: Envirobroker, LLC

ADDRESS: 121 W Hillgrove #488, La Grange, IL 60525

SIGNATURE



TITLE President

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

STATE OF Illinois

**CONTRACTOR'S AFFIDAVIT**

} SS

COUNTY OF DuPage

TO WHOM IT MAY CONCERN:

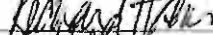
THE UNDERSIGNED, (NAME) **Richard F. Halm** BEING DULY SWORN DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) **President** OF (COMPANY NAME) **Envirobroker, LLC** WHO IS THE CONTRACTOR FURNISHING **environmental testing services** WORK ON THE BUILDING LOCATED AT **Hampshire - Dietrich Road** OWNED BY **Village of Hampshire**

That the total amount of the contract including extras\* is \$ 250.00 on which he or she has received payment of \$ 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:


NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE					

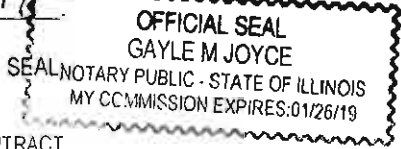
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE: 8/24/18

SIGNATURE: 

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th DAY OF August, 2018

  
NOTARY PUBLIC



\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**FINAL WAIVER OF LIEN**

OF IL )  
NTY OF DeKalb ) SS

**TO WHOM IT MAY CONCERN:**

WHEREAS the undersigned has been employed by Linden & Sons Sewer & Water  
to furnish Hauling/Trucking  
for the premises known as Dietrich Road PRV Replacement  
of which Village of Hampshire is the Owner

THE undersigned, for and in consideration of One Thousand Five Hundred Seven and 50/100\*\*  
\$1,507.50 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,  
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanical liens, with  
respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on  
the moneys, funds or other consideration due or to become due from the Owner, on account of all labor, services, material, fixtures, apparatus or machinery,  
heretofore furnished, or which may be furnished at any time hereafter, by or on behalf of the undersigned, for the above-described premises, INCLUDING  
EXTRAS \*

DATE 8/2/2018 COMPANY NAME Flying Hog Trucking LLC  
ADDRESS 250 Eastern Ave, Aurora IL  
SIGNATURE AND TITLE  President

TERMS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN TO THE CONTRACT

**CONTRACTOR'S AFFIDAVIT**

STATE OF IL )  
COUNTY OF DeKalb ) SS

**TO WHOM IT MAY CONCERN:**

THE undersigned (Name) Daniel Jauregui being duly sworn, deposes and that  
he or she is (Position) President  
of (Company Name) Flying Hog Trucking LLC who is the  
contractor furnishing Hauling/Trucking work on the building  
located at Dietrich Road PRV Replacement  
owned by Village of Hampshire

That the total amount of the contract including extras is 1,507.50 on which he or she has received payment of  
0.00

there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or  
labor, or both, for said work and all parties having contracts for specific portions of said work or for material entering into the construction thereof and the  
amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and  
specifications.

NAMES	WHAT FOR	CONTRACT PRICE INCLD EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Flying Hog Trucking LLC	Hauling/Trucking	\$1,507.50	\$0.00	\$1,507.50	\$0.00
<b>TOTAL LABOR AND MATERIAL INCLUDING EXTRAS*</b>					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of  
any kind done or to be done upon or in connection with said work other than above stated.

SIGNED THIS 2 DAY OF August, 2018

SIGNATURE  Daniel Jauregui

SUBSCRIBED AND SWORN TO BEFORE ME THIS 2 DAY OF August, 2018

SIGNATURE  Notary Signature & Seal

TERMS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN TO THE CONTRACT



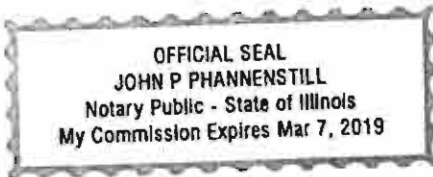
# FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by (A) H. Linden & Sons Sewer & Water to furnish labor and materials for (B) Pressure Connection, Chlorination, Insertion Valve work, under a contract (C) \_\_\_\_\_ for the improvement of the premises described as (D) Hampshire - Dietrich Rd. in the Village of Hampshire, County of Kane, State of Illinois of which Village of Hampshire is the owner.

NOW, THEREFORE, this 24th day of August, 2018, for and in consideration of the sum of (E) \$27,319.00 – Twenty Seven Thousand Three Hundred Nineteen Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(Affix notary seal here)



(F) Midwest Chlorinating & Testing, Inc.

(Name of sole ownership, corporation or partnership)

  
\_\_\_\_\_  
Joseph Auriemma  
(Signature)

TITLE: President

## INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

Designed By The  
Construction Industry Affairs Committee (CIAC)

TOPS 3458

**FINAL WAIVER OF LIEN**

STATE OF ILLINOIS                      SS  
COUNTY OF KENDALL  
TO WHOM IT MAY CONCERN:

Gty # \_\_\_\_\_  
Escrow # \_\_\_\_\_

WHEREAS the undersigned has been employed by H. Linden & Sons Sewer & Water  
to furnish Electrical Labor & Materials  
for the premises known as Hampshire - Dietrich Rd.  
of which Village of Hampshire is the owner.

THE undersigned, for and in consideration of Seventeen Thousand Six Hundred and No/100 Dollars  
\$ 17,600.00 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)  
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens,  
With respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery  
furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services,  
material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned  
for the above-described premises INCLUDING EXTRAS.\*

DATE 08/31/18 COMPANY NAME Valley Electrical Contractors, Inc.  
ADDRESS 4485 Route 71, Oswego, Illinois 60543

SIGNATURE AND TITLE *Thomas J. Cook* President  
\*Extras include but are not limited to change orders, both oral and written, to the contract.

STATE OF ILLINOIS                      SS                      **CONTRACTOR'S AFFIDAVIT**  
COUNTY OF KENDALL

TO WHOM IT MAY CONCERN:  
THE undersigned, (name) Thomas J. Cook being duly sworn, deposes  
and says that he or she is (position) President of  
(Company name) Valley Electrical Contractors, Inc. who is the  
Contractor furnishing Electrical Labor & Materials work on the building  
Located at Hampshire, IL  
Owned by Village of Hampshire

That the total amount of the contract including extras\* is \$ 17,600.00 on which he or she has received payment of  
\$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that  
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties  
who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work  
or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all  
labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLD G EXTRAS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Valley Electrical	Labor & Material	17,600.00	0.00	17,600.00	0.00
All material from fully paid stock delivered to jobsite in our own trucks.					
All labor fully paid.					
Total Labor and Material to Complete		17,600.00	0.00	17,600.00	0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 08/31/18 SIGNATURE *Thomas J. Cook*  
SUBSCRIBED AND SWORN TO BEFORE ME THIS 31st DAY OF August 2018

\*Extras include but are not limited to change orders, both oral and written, to the contract.

*Patricia Gudyka*  
NOTARY PUBLIC





STATE OF ILLINOIS

COUNTY OF DuPage

**FINAL WAIVER OF LIEN**

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by H. Linden & Sons  
to furnish Concrete Structures  
for the premises known as Hampshire - Dietrich Rd  
of which Village of Hampshire is the owner.

THE undersigned, for and in consideration of Three Thousand One Hundred and 00/100  
(\$ \*\*\*3,100.00\*\*\*) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)  
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics'  
liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or  
machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor,  
services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the  
undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 9-11-18 COMPANY NAME SCHUBERT & SON CONCRETE, INC.

ADDRESS 1976 SHEFFIELD LN., WHEATON, IL 60187

SIGNATURE AND TITLE [Signature] JOHN T. SCHUBERT, PRESIDENT

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS

COUNTY OF DuPage

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) JOHN T. SCHUBERT BEING DULY SWORN, DEPOSES  
AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF  
(COMPANY NAME) SCHUBERT & SON CONCRETE, INC. WHO IS THE  
CONTRACTOR FURNISHING CONCRETE STRUCTURES WORK ON THE BUILDING  
LOCATED AT HAMPSHIRE - DIETRICH RD., HAMPSHIRE, IL  
OWNED BY VILLAGE OF HAMSHIRE

That the total amount of the contract including extras\* is \$ 3,100.00 on which he or she has received payment of  
\$ 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that  
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all  
parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific  
portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the  
items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
ALL MATERIALS PAID IN FULL					
ALL LABOR PAID IN FULL					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$3,100.00	\$ 0.00	\$ 3,100.00	\$ 0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material,  
labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 9-11-18 SIGNATURE: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11th DAY OF SEPTEMBER, 2018

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE  
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

[Signature]  
NOTARY PUBLIC





Rev. Dec 2008

U.S. Department of Labor  
Wage and Hour Division

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No : 1235-0008
H. Linden & Sons Sewer & Water Incorporated	722 E. South St., Unit D	

PAYROLL NO 1	FOR WEEK ENDING 07/22/2018	PROJECT AND LOCATION Hampshire - Dietrich Road PRV Replacement Hampshire	PROJECT OR CONTRACT NO. HAMPSHIREDIETRICH
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER	(2) NO OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK/ CHECK NUM				
				Mon	Tue	Wed	Thu	Fri	Sat	Sun				FEDERAL WITH- HOLDING	FICA	STATE WITH- HOLDING	OTHER	TOTAL DEDUCTIONS					
				18	17	18	19	20	21	22													
GAUSSELIN, GEOFFREY M. 1505 RIVERVIEW DRIVE SOUTH ELGIN, IL 60177 XXX-XX-8923	4	Laborer Group 1	S			8 00	8 00					16 00	42 7200	683 52						62 49	1 191 08		
			O																				
			D																				# 300003
GOMEZ, REYNALDO 3423 N ORIOLE AVE CHICAGO, IL 60634 XXX-XX-2928	4	Laborer Group 1	S	7 00	8 00	8 00	8 00					31 00	42 7200	1,356 36						62 49	1,191 08		
			O	0 50									0 50	64 0800									
			D																				# 300004
MC CLEARY, JOHN 124 POLK ST OSWEGO, IL 60543 XXX-XX-8208	2	Laborer Group 1	S	4 00	8 00	8 00						20 00	42 7200	1,046 64						70 50	1,402 76		
			O	1 00		2 00							3 00	64 0800									
			D																				# 300010
SMITH, TIMOTHY E 674 LASALLE DR SOMONAUK, IL 60552 XXX-XX-4138	0	Operator Group 1	S	8 00	8 00	8 00	8 00					32 00	51.2000	1,676 80						69 34	1,477 69		
			O		0 50								0 50	76 8000									
			D																				# 300011

Date: 8/2/2018

I, Steve Linden Treasurer  
Name of Signatory Party Title

do hereby state:

(1) That I pay or supervise the payment of the persons employed by H. Linden & Sons Sewer & Water Incorporated on the Hampshire - Dietrich Road PRV Replacement; that during the payroll period commencing on the 16 day of Jul, 2018 and ending the 22 day of Jul, 2018, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said H. Linden & Sons Sewer & Water Incorporated from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), Issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 78 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE: Steve Linden, Treasurer  
SIGNATURE: 

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE





U.S. Department of Labor  
Wage and Hour Division

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347Instr.htm](http://www.dol.gov/whd/forms/wh347Instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1235-0008
H. Linden & Sons Sewer & Water Incorporated	722 E. South St., Unit D	

PAYROLL NO. 2	FOR WEEK ENDING 07/29/2018	PROJECT AND LOCATION Hampshire - Dietrich Road PRV Replacement Hampshire	PROJECT OR CONTRACT NO. HAMPSHIREDIETRICH
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER	(2) NO OF WITHHELDING EXEMPTIONS	(3) WORK CLASSIFICATION	IS TS OS	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK/ CHECK NUM					
				Mon	Tue	Wed	Thu	Fri	Sat	Sun				FEDERAL WITH-HOLDING	FICA	STATE WITH-HOLDING	OTHER	TOTAL DEDUCTIONS						
				23	24	25	26	27	28	29				HOURS WORKED EACH DAY										
GOMEZ, REYNALDO 3423 N ORIOLE AVE CHICAGO, IL 60634 XXX-XX-2928	4	Laborer Group 1	S		8 00	8 00	8 00	8 00			32.00	42 7200	1,527.24											
				O		1 50				1 00			2 50	64 0800	1,901.04	254.26	145.44	94.11				71.30	1,335.93	# 310004
				D																				
SMITH, TIMOTHY E 674 LASALLE DR SOMONAUK, IL 60552 XXX-XX-4138	0	Operator Group 1	S		8 00	8 00	8 00	8 00			32.00	51 2000	1,907.20											
				O		2 50				1 00			3 50	76 8000	2,316.80	429.15	177.24	114.70				71.69	1,524.02	# 310011
				D																				

Date: 8/2/2018

I, Steve Linden Treasurer  
Name of Signatory Party Title

do hereby state:

(1) That I pay or supervise the payment of the persons employed by H. Linden & Sons Sewer & Water Incorporated on the Hampshire - Dietrich Road PRV Replacement; that during the payroll period commencing on the 23 day of Jul, 2018 and ending the 29 day of Jul, 2018, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said H. Linden & Sons Sewer & Water Incorporated from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.


(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE Steve Linden Treasurer	SIGNATURE 
---	--

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.



U.S. Department of Labor  
Wage and Hour Division

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1235-0008
H. Linden & Sons Sewer & Water Incorporated	722 E. South St., Unit D	

PAYROLL NO 3	FOR WEEK ENDING 08/05/2018	PROJECT AND LOCATION Hampshire - Dietrich Road PRV Replacement Hampshire	PROJECT OR CONTRACT NO HAMPSHIREDIETRICH
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER	(2) WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK/ CHECK NUM		
			Mon	Tue	Wed	Thu	Fri	Sat	Sun				FEDERAL WITH-HOLDING	FICA	STATE WITH-HOLDING	OTHER	TOTAL DEDUCTIONS			
			30	31	1	2	3	4	5											
GOMEZ, REYNALDO 3423 N ORIOLE AVE CHICAGO, IL 60634 XXX-XX-2928	4	Laborer Group 1	S	5.00	8.00	8.00	8.00			27.00	42.7200	1,153.44								
			O										200.22	126.63	81.94		62.09	1,184.52		
			D																# 320004	
SMITH, TIMOTHY E 674 LASALLE DR SOMONAUK, IL 60552 XXX-XX-4138	0	Operator Group 1	S	5.00	8.00	8.00	8.00			29.00	51.2000	1,561.60								
			O				1.00			1.00	76.8000	2,163.20	392.27	165.48	107.08		66.98	1,431.39		
			D																# 320011	

Date: 8/22/2018

I, Steve Linden Treasurer  
Name of Signatory Party Title

do hereby state:

(1) That I pay or supervise the payment of the persons employed by H. Linden & Sons Sewer & Water Incorporated on the Hampshire - Dietrich Road PRV Replacement; that during the payroll period commencing on the 30 day of Jul, 2018 and ending the 05 day of Aug, 2018, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said H. Linden & Sons Sewer & Water Incorporated from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 987; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.


(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE Steve Linden Treasurer	SIGNATURE 
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE



U.S. Department of Labor  
Wage and Hour Division

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

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NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1235-0008
H. Linden & Sons Sewer & Water Incorporated	722 E. South St., Unit D	

PAYROLL NO 4	FOR WEEK ENDING 08/12/2018	PROJECT AND LOCATION Hampshire - Dietrich Road PRV Replacement Hampshire	PROJECT OR CONTRACT NO HAMPSHIREDIETRICH
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER	(2) NO. OF EXEMPTIONS	(3) WORK CLASSIFICATION	HOURS	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK/ CHECK NUM
				Mon	Tue	Wed	Thu	Fri	Sat	Sun				FEDERAL WITH- HOLDING	FICA	STATE WITH- HOLDING	OTHER	TOTAL DEDUCTIONS	
				6	7	8	9	10	11	12									
No Work			S																
			O																
			D																

Date: 8/22/2018

I, Steve Linden Treasurer  
Name of Signatory Party Title

do hereby state:

(1) That I pay or supervise the payment of the persons employed by H. Linden & Sons Sewer & Water Incorporated on the Hampshire - Dietrich Road PRV Replacement; that during the payroll period commencing on the 06 day of Aug, 2018 and ending the 12 day of Aug, 2018, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said H. Linden & Sons Sewer & Water Incorporated from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE  
Steve Linden  
Treasurer

SIGNATURE  


THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.



U.S. Department of Labor  
Wage and Hour Division

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> H. Linden & Sons Sewer & Water Incorporated	ADDRESS 722 E. South St., Unit D	OMB No.: 1235-0008
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PAYROLL NO 5	FOR WEEK ENDING 08/19/2018	PROJECT AND LOCATION Hampshire - Dietrich Road PRV Replacement Hampshire	PROJECT OR CONTRACT NO HAMPSHIREDIETRICH
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER	(2) NO OF HOURS EXEMPTED	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK/ CHECK NUM					
			Mon	Tue	Wed	Thu	Fri	Sat	Sun				FEDERAL WITH- HOLDING	FICA	STATE WITH- HOLDING	OTHER	TOTAL DEDUCTIONS						
			13	14	15	16	17	18	19				HOURS WORKED EACH DAY										
No Work			S																				
			O																				
			D																				

Date: 8/22/2018

I, Steve Linden Treasurer  
Name of Signatory Party Title

do hereby state:

(1) That I pay or supervise the payment of the persons employed by H. Linden & Sons Sewer & Water Incorporated on the Hampshire - Dietrich Road PRV Replacement; that during the payroll period commencing on the 13 day of Aug, 2018 and ending the 19 day of Aug, 2018, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said H. Linden & Sons Sewer & Water Incorporated from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 78 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below


(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE Steve Linden Treasurer	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE	





U.S. Department of Labor  
Wage and Hour Division

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No : 1235-0008
H. Linden & Sons Sewer & Water Incorporated	722 E. South St., Unit D	

PAYROLL NO 6	FOR WEEK ENDING 08/26/2018	PROJECT AND LOCATION Hampshire - Dietrich Road PRV Replacement Hampshire	PROJECT OR CONTRACT NO HAMPSHIREDIETRICH
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER	(2) FICA WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	C I S	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAYCASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK/ CHECK NO.1								
				Mon	Tue	Wed	Thu	Fri	Sat	Sun				FEDERAL WITH- HOLDING	FICA	STATE WITH- HOLDING	OTHER	TOTAL DEDUCTIONS									
				20	21	22	23	24	25	26				HOURS WORKED EACH DAY													
GOMEZ, REYNALDO 3423 N ORIOLE AVE CHICAGO, IL 80634 XXX-XX-2928	4	Laborer Group 1	S			2.00					2.00	42.7200	85.44								258.97	147.06	95.18		72.09	1,349.12	
			O										1,922.40														# 350004

Date: 8/31/2018

I, Steve Linden Treasurer  
Name of Signatory Party Title

do hereby state:

(1) That I pay or supervise the payment of the persons employed by H. Linden & Sons Sewer & Water Incorporated on the Hampshire - Dietrich Road PRV Replacement; that during the payroll period commencing on the 20 day of Aug, 2018 and ending the 26 day of Aug, 2018, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said H. Linden & Sons Sewer & Water Incorporated from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.


(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE Steve Linden Treasurer	SIGNATURE 
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

U.S. Department of Labor  
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1235-0008
H. Linden & Sons Sewer & Water Incorporated	722 E. South St., Unit D	

PAYROLL NO. 7	FOR WEEK ENDING 09/02/2018	PROJECT AND LOCATION Hampshire - Dietrich Road PRV Replacement Hampshire	PROJECT OR CONTRACT NO. HAMPSHIREDIETRICH
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(3) CLASS.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK/ CHECK NUM	
				Mon	Tue	Wed	Thu	Fri	Sat	Sun				FEDERAL WITH-HOLDING	FICA	STATE WITH-HOLDING	OTHER	TOTAL DEDUCTIONS		
				27	28	29	30	31	1	2				HOURS WORKED EACH DAY						
No Work			S																	
			O																	
			D																	

Date: 9/7/2018

I, Steve Linden Treasurer  
Name of Signatory Party Title

do hereby state:

(1) That I pay or supervise the payment of the persons employed by H. Linden & Sons Sewer & Water Incorporated on the Hampshire - Dietrich Road PRV Replacement; that during the payroll period commencing on the 27 day of Aug, 2018 and ending the 02 day of Sep, 2018, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said H. Linden & Sons Sewer & Water Incorporated from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE Steve Linden Treasurer	SIGNATURE 
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor  
Wage and Hour Division

**PAYROLL**

(For Contractor's Optional Use; See instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1235-0008
H. Linden & Sons Sewer & Water Incorporated	722 E. South St., Unit D	

PAYROLL NO 8	FOR WEEK ENDING 09/09/2018	PROJECT AND LOCATION Hampshire - Dietrich Road PRV Replacement Hampshire	PROJECT OR CONTRACT NO HAMPSHIREDIETRICH
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER	(2) NO OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) OT	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK/ CHECK NUM
				Mon	Tue	Wed	Thu	Fri	Sat	Sun				FEDERAL WITH-HOLDING	FICA	STATE WITH-HOLDING	OTHER	TOTAL DEDUCTIONS	
				3	4	5	6	7	8	9									
GOMEZ, REYNALDO 3423 N ORIOLE AVE CHICAGO, IL 60634 XXX-XX-2928	4	Laborer Group 1	S			3.00					3.00	42.7200	128.16	50.74	64.54	41.75	31.65	655.04	
				O									843.72						
				D															
SMITH, TIMOTHY E 674 LASALLE DR SOMONAUK, IL 60552 XXX-XX-4138	0	Operator Group 1	S			2.00					2.00	51.2000	102.40	221.68	109.67	70.96	44.35	986.96	
				O									1,433.60						
				D															

Date: 9/14/2018

I, Steve Linden Treasurer  
Name of Signatory Party Title

do hereby state:

(1) That I pay or supervise the payment of the persons employed by H. Linden & Sons Sewer & Water Incorporated on the Hampshire - Dietrich Road PRV Replacement; that during the payroll period commencing on the 03 day of Sep, 2018 and ending the 09 day of Sep, 2018, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said H. Linden & Sons Sewer & Water Incorporated from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE: Steve Linden, Treasurer  
SIGNATURE: 

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor  
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347Instr.htm](http://www.dol.gov/whd/forms/wh347Instr.htm))



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

OMB No.: 1215-0149  
Expires: 12/31/2011

NAME OF CONTRACTOR  OR SUBCONTRACTOR  ADDRESS  
*Midwest Chlorinating & Testing 470 S. Western Ave. Grafton, IL 60133*  
 PAYROLL NO. *7-21-2018* PROJECT AND LOCATION *Hampshire-Dietrich Rd - Hampshire, IL* PROJECT OR CONTRACT NO.  
 (1) (2) (3) (4) DAY AND DATE (5) (6) (7) (8) DEDUCTIONS (9)

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK
			HOURS WORKED EACH DAY										FICA	WITH-HOLDING TAX	OTHER	TOTAL DEDUCTIONS	
<i>Ryan Bahner 4616 Hickory Lane Joliet, IL 60431 Hs 8701 6305397459</i>		<i>Laborer</i>								<i>1</i>	<i>69</i>	<i>69<sup>00</sup></i>				<i>69<sup>00</sup></i>	<i>69<sup>22</sup></i>

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3143) contractors and subcontractors performing work on Federally financed or assisted construction contracts to furnish weekly a statement with respect to the wages paid each employee during the preceding week. U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 3362, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date 9-13-78

I, Joe A. ... President  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Midwest Construction Industry Fund (MIF) on the Heop Shore - New York (Contractor or Subcontractor) (Building or Work) that during the payroll period commencing on the 15 day of July 2018, and ending the 21 day of July 2018, all persons employed on said project have been paid the full weekly wages earned, and no rebates have been or will be made either directly or indirectly to or on behalf of said MIF Inc from the full

Contractor or Subcontractor) weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (40 Stat. 840, 63 Stat. 400, 72 Stat. 967; 76 Stat. 967; 40 U.S.C. § 3146), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition in the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(b) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)

EXPLANATION

REMARKS:

TUP

NAME AND TITLE

SIGNATURE

Joe A. ... President  
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 2051 OF TITLE 31 OF THE UNITED STATES CODE.



U.S. Department of Labor  
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

OMB No. 1216-0149  
Expires: 12/31/2011

NAME OF CONTRACTOR  OR SUBCONTRACTOR  ADDRESS  
 Midwest Construction, Inc. 4214 S. Waterwood Ave. Bartlett, IL 60103  
 PAYROLL NO. (2) FOR WEEK ENDING 7-20-18 PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (i.e., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) OT. DESG.	(5) DAY AND DATE							(6) TOTAL HOURS	(7) RATE OF PAY	(8) GROSS AMOUNT EARNED	(9) DEDUCTIONS					(10) NET WAGES PAID FOR WEEK				
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS						
Agon Bahinow 4816 N. Mayfield Joliet, IL 60431 1487701 6305394457		laborer	O	No Report																			
			S																				
			O																				
			S																				
			O																				
			S																				
			O																				

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. (1) 1.3, 6.9(b). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "submit weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) and its contract 29 C.F.R. (1) 6.9(a)(1)(ii) require contractors to submit weekly a copy of all payments to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payments are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 50 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing the burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3302, 210 Constitution Avenue, N.W., Washington, D.C. 20210

Date 9-13-18

Joe American (Name of Signatory Party) President (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Midwest Construction Investing Fund (MIF) on the Hampshire - Pickwick (Building or Work) that during the payroll period commencing on the 22 day of July, 2018, and ending the 26 day of July, 2018, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said MIF Inc (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (40 Stat. 940, 63 Stat. 100, 72 Stat. 937; 76 Stat. 357; 40 U.S.C. § 3146), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program regulated with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (IF ANY)	EXPLANATION

REMARKS:  
NO WORK

NAME AND TITLE: Joe American, President SIGNATURE: [Signature]  
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 2051 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor  
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dhs.gov/wahcforms/wah327instr.htm)

Penalties are not required to respond to the collection of information unless it displays a currently valid OMB control number.



U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR  OR SUBCONTRACTOR  ADDRESS  
 Midwest Chlorinating & Testing Inc. 4205 Western Ave, Bantle # 11C, Hampshire IL  
 PAYROLL NO. Final 8-4-2018 Hampshire - District #16 Hampshire IL  
 PROJECT AND LOCATION PROJECT OR CONTRACT NO.  
 OMB No. 1216-0149  
 Expires: 12/31/2011

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) IF EMPLOYER OR SUBCONTRACTOR	(3) WORK CLASSIFICATION	(4) DAY AND DATE		(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY	DATE				FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS
John Pham... 21 W Emerson St Chicago, IL 60607 PH: 630-8539-7417 SS# 9574			5	8-4-2018	5	6.92					39.62	134 305.34
Byron Bobian 416 Hickory Way Vandalia, OH 45377 630539-7459 #8261			5	8-4-2018	5	6.92					6.18	283.82

While completion of Form WH-307 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 28 C.F.R. §§ 3.3, 5.5(e). The Collection Act (40 U.S.C. § 3146) contractor and subcontractors performing work on Federally financed or assisted construction contracts to furnish weekly a statement with respect to the wages paid each employee during the preceding week. U.S. Department of Labor (DOL) regulations at 28 C.F.R. § 5.5(e)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information review the information to determine that employers have received legally required wages and fringe benefits.

Public Burden Statement  
We estimate that it will take an average of 60 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 52802, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Date 9-13-78  
Joe Avicanna President  
 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Midwest Chlorine of Westbury, Inc. (Midwest) on the Hempshire District; that during the payroll period commencing on the 29 day of July 1978, and ending the 4 day of July 1978, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Midwest Inc., from the full (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 8 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (40 Stat. 940, 63 Stat. 100, 72 Stat. 987; 76 Stat. 957; 40 U.S.C. § 3146), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:  
Chlorine & Co.

NAME AND TITLE <u>Joe Avicanna President</u>	SIGNATURE <u>[Signature]</u>
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

  
 U.S. Wage and Hour Division  
 Rev. Dec. 2006

NAME OF CONTRACTOR  OR SUBCONTRACTOR  *Midwest Chlorinating & Testing 4745 S. Western Ave, Bunker Hill, IL 61203*  
 PAYROLL NO. *③* FOR WEEK ENDING *8-4-2018* PROJECT AND LOCATION *Hampshire District 180* PROJECT OR CONTRACT NO. *Hampshire, IL*  
 OMB No.: 1218-0148 Expires: 12/31/2011

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (i.e., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WEEKS/LEAVE PERIODS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(6) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK
													FICA	WITH-HOLDING TAX	OTHER	TOTAL DEDUCTIONS	
<i>Agam Bahrawa 4816 Hickory Lane Johnsburg, IL 60051 #8701 6305387451</i>		<i>laborer</i>	<i>1</i>	<i>1</i>	<i>1</i>					<i>3</i>	<i>69<sup>00</sup></i>	<i>207<sup>30</sup></i>			<i>36.70</i>	<i>190.60</i>	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 20 C.F.R. §§ 1.3, 0.0(a). The Congressional Act (40 U.S.C. § 3146) concerning such subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding workweek." U.S. Department of Labor (DOL) regulation at 20 C.F.R. § 0.0(a)(3)(ii) requires contractors to submit weekly a copy of all payroll to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payroll is correct and complete and that each employee or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 85 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this collection or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 5352, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date 9-13-18

Joe Mancina President  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Andrest Construction Services Inc. (Merrill) on the

Hampshire-Durham that during the payroll period commencing on the

29 day of July 2018 and ending the 4 day of August 2018

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Merrill Inc. from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (16 Stat. 940, 63 Stat. 100, 72 Stat. 987; 78 Stat. 867; 40 U.S.C. § 3146), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(a) below.

(c) EXCEPTIONS

EXCEPTION (DRAFT)	EXPLANATION

REMARKS:  
T-4P  
Final week work

NAME AND TITLE: Joe Mancina President  
SIGNATURE: [Signature]  
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 201 OF TITLE 31 OF THE UNITED STATES CODE.

**Certified Payroll Report**

Contractor VALLEY ELECTRICAL CONTRACTORS INC.  
 PO Box 481  
 OSWEGO, IL 60543-0461

Project Linden & Sons:4184 - Hampshire Diebich Road  
 Sewer & Water Inc.  
 722 E. South St. Unit D  
 Plano, IL 60545

Project/Contract #  
 Payroll Number 4  
 For Week Ending 8/25/2018

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medicare	Federal Tax	State Tax	Other Deduct	Total Net Pay
				Sun 19	Mon 20	Tue 21	Wed 22	Thu 23	Fri 24	Sat 25													
Marion, Mark A	7908	117 Journeyman Straight	RT		0.50	5.00	8.00			13.50	13.50	48.64	656.64	0.00	DD3709,DD3717,DD3719	1,377.94	85.43	19.98	85.00	62.21	184.68	437.30	940.64
Sheffer, Brian K	3272	117 Journeyman Straight	RT				8.00			8.00	8.00	48.64	389.12	0.00	DD3712,DD3718,DD3720,DD3721	1,776.06	110.12	25.75	151.00	86.61	186.04	569.52	1,206.54

Date: Aug-27, 2018

I, Patricia Gudyka, Payroll Manager, do hereby state:

(1) That I pay or supervise the payment of the persons employed by VALLEY ELECTRICAL CONTRACTORS INC. on the project Linden & Sons:4184 - Hampshire Dietrich Road; that during the payroll period commencing on Aug-19, 2018 and ending on Aug-25, 2018 all persons employed on the said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said VALLEY ELECTRICAL CONTRACTORS INC. from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 987; 78 Stat 357; 40 U.S.C. 278c), and described below:

\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers and mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS



In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH




Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

Exception (Craft)	Explanation

Remarks:

Name and Title  
Patricia Gudyka, Payroll Manager

Signature  


THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.





Order Aug-21, 2018  
I, Patricia Gudyka, Payroll Manager, do hereby state:

(1) That I pay or supervise the payment of the persons employed by VALLEY ELECTRICAL CONTRACTORS INC. on the project Linden & Sons-1184 - Hampshire District Road, that during the payroll period commencing on Aug-12, 2018 and ending on Aug-18, 2018 all persons employed on the said project have been paid the full weekly wages earned, that no wages have been or will be made either directly or indirectly to or on behalf of said VALLEY ELECTRICAL CONTRACTORS INC. from the full weekly wages earned by any person, other than permissive deductions as defined in Regulations, Part 3 (23 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat 357; 40 U.S.C. 278c), and described below:

(2) That any payroll otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers and mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS  
 In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH  
 Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

Exception (Craft)	Explanation

Remarks

Name and Title  
Patricia Gudyka, Payroll Manager

*Patricia Gudyka*

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.



Date: Aug-13, 2018

I, Patricia Gudyka, Payroll Manager, do hereby state:

(1) That I pay or supervise the payment of the persons employed by VALLEY ELECTRICAL CONTRACTORS INC. on the project Linden & Sons:4164 - Hampshire District Road; that during the payroll period commencing on Aug-05, 2018 and ending on Aug-11, 2018 all persons employed on the said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said VALLEY ELECTRICAL CONTRACTORS INC. from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat 357; 40 U.S.C. 276c), and described below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers and mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

Exception (Craft)	Explanation

Remarks:

Name and Title  
Patricia Gudyka, Payroll Manager

Signature  
*Patricia Gudyka*

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

**Certified Payroll Report**

Contractor VALLEY ELECTRICAL CONTRACTORS INC.  
 PO Box 481  
 OSWEGO, IL 60543-0481

Project Linden & Sons:4164 - Hampshire District Road  
 Sewer & Water Inc.  
 722 E. South St. Unit D  
 Plano, IL 60545

Project/Contract #  
 Payroll Number: 1  
 For Week Ending 8/4/2018

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Total Hours	Paid Rate	Pay Gross	Job Fringe Rate	Fringe Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other Deduct	Total Net Pay
				Sun	Mon	Tue	Wed	Thu	Fri	Sat												
Merton, Mark A	7606	117 Journeyman Straight	RT	29	30	31	1	2	3	4	8.00	48.64	389.12	0.00	DD3667	1,893.25	117.38	27.45	132.00	87.00	244.53	1,284.49



U.S. Department of Labor  
Wage and Hour Division

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR  OR SUBCONTRACTOR  ADDRESS 1976 SHEFFIELD LANE, WHEATON, IL 60189  
 SCHUBERT & SON CONCRETE INC. OMB No.: 1235-0008 Expires: 01/31/2015  
 PAYROLL NO. 1 FOR WEEK ENDING 07/20/2018 PROJECT AND LOCATION HAMPSHIRE- DIETRICH RD, HAMSHIRE, II KANE CTY PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) OT. OR ST. TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			SA	SU	M	T	W	TH	F				FICA	WITH-HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
			14	15	16	17	18	19	20				HOURS WORKED EACH DAY						
LIBRADO RIOS XXXX-XX-8995	0	LABORER	O								40.00	\$42.72	\$1,708.80	\$130.72	\$312.32			\$443.04	\$1,265.76
			S	0.00	0.00	8.00	8.00	8.00	8.00	8.00									
LUIS ARRENDONDO XXXX-XX-0718	3	LABORER	O								40.00	\$42.72	\$1,708.80	\$130.72	\$155.32			\$286.04	\$1,422.76
			S	0.00	0.00	8.00	8.00	8.00	8.00	8.00									
FERNANDO VELAZQUEZ XXXX-XX-5362	3	LABORER	O								40.00	\$42.72	\$1,708.80	\$130.72	\$155.32			\$286.04	\$1,422.76
			S	0.00	0.00	8.00	8.00	8.00	8.00	8.00									
			O																
			S																
			O																
			S																
			O																
			S																
			O																
			S																

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date 9-11-2018

I, JOHN T SCHUBERT PRESIDENT  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

SCHUBERT & SON CONCRETE INC. on the

(Contractor or Subcontractor)

HAMPSHIRE- DIETRICH RD, HAMPSHIRE that during the payroll period commencing on the

(Building or Work)

14TH day of JULY, 2018, and ending the 20 day of JULY, 2018

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

SCHUBERT & SON CONCRETE INC. from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.


(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE JOHN T SCHUBERT, PRESIDENT	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	





September 27, 2018

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

**Re: Recommendation of Award  
Wastewater Treatment Facility Alum Feed System Modifications  
Village of Hampshire, Kane County, Illinois**

Mr. Magnussen,

EEI solicited bids from four (4) Contractors for work to be done on the above referenced project. Bids were received, opened, and tabulated by representatives of EEI at 10:00 a.m., June 14, 2018. Three (3) Contractors submitted bids, and a tabulation of the bids is attached for your information and record.

Based on our review of the bids and supporting documents provided, we recommend the acceptance of the bid and approval of award to be made to the low bidder, Marc Kresmery Construction, 1725 Weld Road, Elgin, IL 60123, in the amount of \$69,600.00.

If you have any questions or require additional information, please call our office.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in black ink, appearing to read 'Stephen T. Dennison', is written over the typed name.

Stephen T. Dennison, P.E.  
Senior Project Manager

STD/std

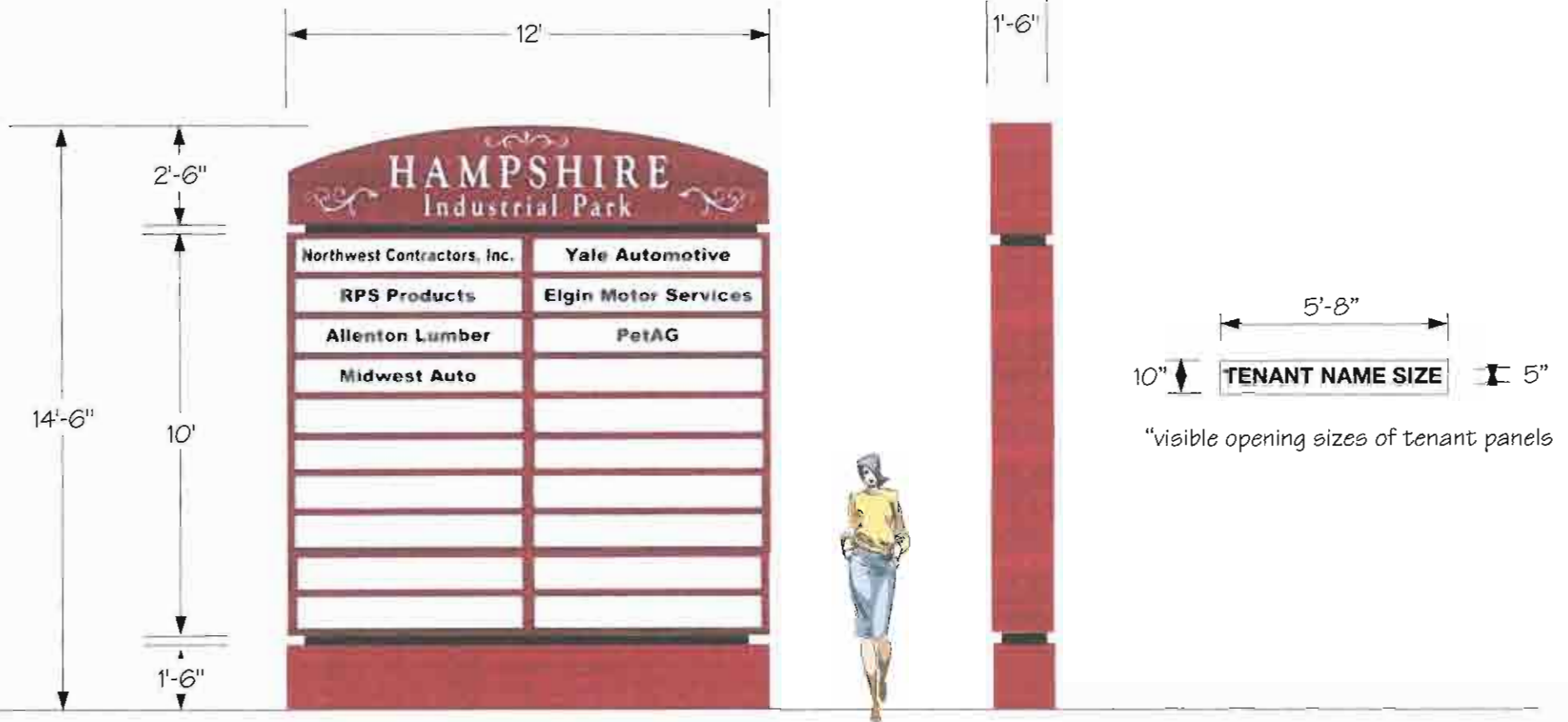
pc: Village Board of Trustees  
Ms. Lori Lyons, Finance Director  
Mr. Mark Montgomery, Water/Wastewater Supervisor  
Ms. Linda Vasquez, Village Clerk  
BPS, JAM - EEI



WWT ALUM FEED SYSTEM MODIFICATIONS											
BID TABULATION		VILLAGE OF HAMPSHIRE		MARC KRESMERY CONST.		DAHME MECHANICAL INDUSTRIES		INDEPENDENT MECHANICAL IND.		ENGINEER'S ESTIMATE	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION INCLUDING PERFORMANCE AND PAYMENT BONDS UNITS FOR EXTRACTION OF CARRIER PIPES INCLUDING BUT NOT LIMITED TO: DIRECTIONAL DRILLING AND HOPE PIPING AND FITTINGS, COMPLETE IN PLACE, IN ACCORDANCE WITH THE PROJECT MANUAL	LSUM	1	\$ 3,500.00	\$ 3,500.00	\$ 3,495.00	\$ 3,495.00	\$ 8,500.00	\$ 8,500.00	\$ 3,000.00	\$ 3,000.00
2	FURNISH AND INSTALL POLYETHYLENE TUBING AND FITTINGS; PVC PIPING AND FITTINGS; TRACE WIRE AND TESTING STATIONS; EXCAVATION, DISPOSAL AND BACKFILL; HEAT TRACE PIPE INSULATION; TEMPERATURE SENSOR CONTROLLER AND COVERS; JUNCTION BOX; MODIFICATIONS TO THE FLOW DIVERSION STRUCTURE NO. 1 AND BUILDING #1; PIPE SUPPORTS; AND ALL OTHER WORK AND APPURTENANCES IDENTIFIED IN THE PROJECT MANUAL, BUT NOT IDENTIFIED IN OTHER BID ITEMS, COMPLETE IN PLACE	LSUM	1	\$ 35,100.00	\$ 35,100.00	\$ 45,000.00	\$ 45,000.00	\$ 30,000.00	\$ 30,000.00	\$ 18,000.00	\$ 18,000.00
3		LSUM	1	\$ 21,000.00	\$ 21,000.00	\$ 40,000.00	\$ 40,000.00	\$ 38,575.00	\$ 38,575.00	\$ 23,000.00	\$ 23,000.00
4	SITE REVISION	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 8,500.00	\$ 8,500.00	\$ 2,500.00	\$ 2,500.00
5	ITEMS ORDERED BY THE ENGINEER	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL					\$ 69,600.00		\$ 94,999.00		\$ 90,675.00		\$ 61,500.00

% BELOW/ABOVE ENGINEER'S ESTIMATE: 35.1% 84.5% 75.9% 0.0%





A Double Sided, Internally Illuminated Monument Sign.

Individual, Removeable Tenant Panels.

Top Header Sign To Have High-Impact Polycarbonate Faces With Surface Applied Copy And Graphics.

All New Concrete Foundations And Steel Support Structure.

Final Connection To Electrical Service Supplied By Customer To The Sign.

## SIGNET SIGN COMPANY

608 WHITE OAK LANE, BARTLETT, IL. 60103

"A Full Service Sign Company" (630) 830-8242

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Dimensions And Descriptions Are For Presentation Purposes Only And May Vary With The Actual Fabrication. Details depicted on this drawing are for presentation purposes and may change with actual product sizes, dimensions and colors.

Scale: 1/4" = 1'-0"

Date: 9-10-18

Drawn By: 6116

Drawing #: 18-1421

Revision #: 3 As Of: 9 / 10 / 18 Drawing 1 Of 1

Client:

HAMPSHIRE  
INDUSTRIAL  
PARK CONCEPT

**Double Sided Illuminated Sign  
w/Changeable 4" high letters**

**White lettering, at the top, is cut out  
of the Blue Metal and is Lexan illuminated from the rear.**

**Center section is White translucent Lexan.**

**Phone number is Red vinyl applied to the Lexan.**

**The black letters are individual Gemini Pronto letters sitting  
on tracks. Tracks Included, Letters are NOT.**

**The illumination is with LED Lighting**

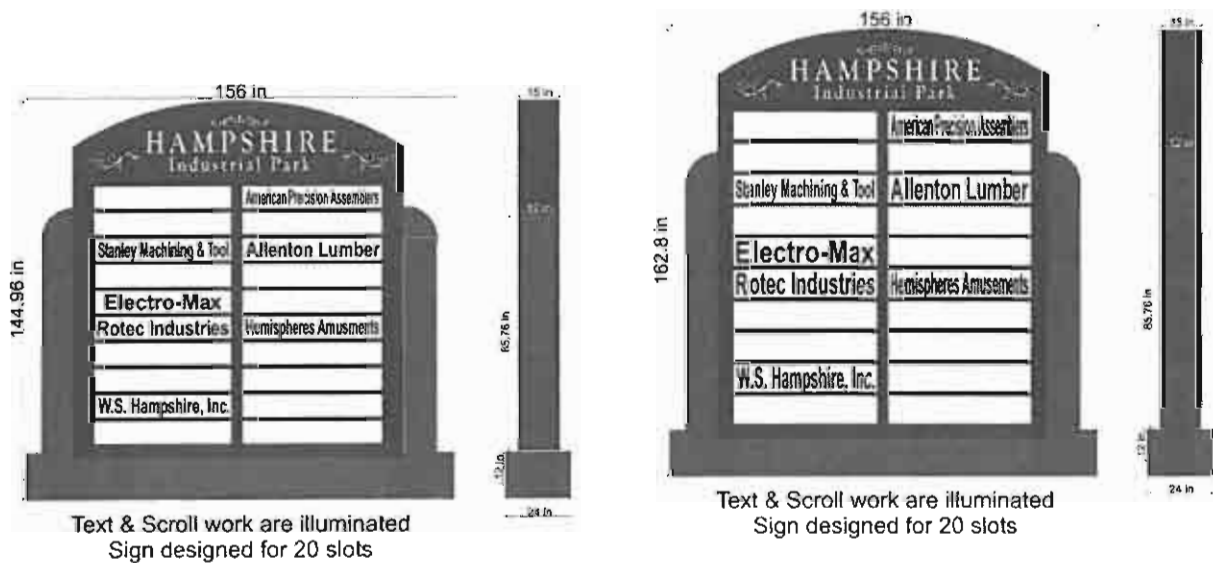


**4" Steel Post**

I have attached a drawing of the sign that was in the RFP and an alternative sign for your consideration.

The sign in the RFP will allow for a 6" letter which can be seen at about 300 feet and visible for approx. 4 seconds at 55 mph. Since someone is just looking for a name, I believe that 4 seconds is more than is needed. However, if you have concerns, then I have included the revision that you should consider. It has spaces with enough room for an 8" letter, which can be seen from 400 feet and for 5 seconds at 55mph.

The additional cost, for the larger sign is \$2,600.00. The total is now \$26,900.00.



# VILLAGE OF HAMPSHIRE

Accounts Payable

**October 4, 2018**

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

**Total: \$153,076.30**

To be paid on or before  
October 10, 2018

Village President: \_\_\_\_\_

Attest: \_\_\_\_\_

Village Clerk: \_\_\_\_\_

Date: \_\_\_\_\_

# VILLAGE OF HAMPSHIRE

Accounts Payable

**October 4, 2018**

The President and Board of Trustees of the Village of Hampshire  
Recommends the following **Employee: Brian Haydysch and Brett Myers**  
Warrant in the amount of

**Total: \$284.16**

To be paid on or before  
October 10, 2018

Village President: \_\_\_\_\_

Attest: \_\_\_\_\_

Village Clerk: \_\_\_\_\_

Date: \_\_\_\_\_



DATE: 10/02/18  
TIME: 13:14:50  
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 12/31/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
ACEGE	TOBINSON'S ACE HARDWARE #03999						
OCT 2018	09/20/18	01	KEYS	01-003-003-4680		10/20/18	56.97
				OPERATING SUPPLIES			
						INVOICE TOTAL:	56.97
						VENDOR TOTAL:	56.97
B&F	B&F CONSTRUCTION CODE SERVICES						
10482	08/31/18	01	AUG'S PLAN REVIEWS/INSPECTIONS	01-001-002-4390		09/30/18	12,041.16
				BLDG. INSP. SERVICES			
						INVOICE TOTAL:	12,041.16
						VENDOR TOTAL:	12,041.16
BRFA	BEAN'S FARM LANDSCAPE SUPPLY						
80P1	09/20/18	01	WATER LEAK REPAIR	01-003-002-4130		10/20/18	75.00
				MAINTENANCE - STREETS			
						INVOICE TOTAL:	75.00
						VENDOR TOTAL:	75.00
BRHA	BRIAN HAYDYSCH						
OCT 2018	09/07/18	01	UNIFORM REIMBURSEMENT	01 002-003-4690		10/07/18	46.57
				UNIFORMS			
						INVOICE TOTAL:	46.57
						VENDOR TOTAL:	46.57
BRMY	BRETT MYERS						
OCT 2018	09/23/18	01	UNIFORM REIMBURSEMENT	30-001-003-4690		10/23/18	237.59
				UNIFORMS			
						INVOICE TOTAL:	237.59
						VENDOR TOTAL:	237.59
BUBR	BUCK BROTHERS, INC.						

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VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/31/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
BUBR BUCK BROTHERS, INC.							
192265	09/21/18	01	SSA MOWER	52-001-002-4999		10/21/18	387.60
				SSA EXPENSES			
						INVOICE TOTAL:	387.60
192854	09/25/18	01	MOWER WHEEL	52-001-002-4999		10/25/18	219.74
				SSA EXPENSES			
						INVOICE TOTAL:	219.74
						VENDOR TOTAL:	607.34
CAVA CAM-VAC INC							
1405	09/19/18	01	CLEAN LIFT STATIONS	31-001-002-4160		10/19/18	1,120.00
				MAINT. UTILITY SYSTEM			
						INVOICE TOTAL:	1,120.00
						VENDOR TOTAL:	1,120.00
CEFL CENTURION DIESEL AND MACHINE							
4493	09/27/18	01	REPAIRS FOR THE 2003	01-003-002-4110		10/27/18	8,176.84
				MAINTENANCE - VEHICLES			
						INVOICE TOTAL:	8,176.84
						VENDOR TOTAL:	8,176.84
COMED COM ED							
OCT 2018	09/14/18	01	7101073024	31-001-002-4260		11/16/18	407.68
				UTILITIES			
						INVOICE TOTAL:	407.68
						VENDOR TOTAL:	407.68
CUBE CULLIGAN OF BELVIDERE							
OCT 2018	09/30/18	01	BOTTLE WATER	01-001-002-4280		10/25/18	8.00
				RENTAL - CARPET WATER COOL			
						INVOICE TOTAL:	8.00

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VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
CUBE CULLIGAN OF BELVIDERE							
OCT 2018A	09/30/18	01	PW BOTTLE WATER	01-003-002-4280		10/25/18	38.75
				RENTALS			
						INVOICE TOTAL:	38.75
OCT 2018B	09/30/18	01	PD BOTTLE WATER	01-002-002-4280		10/25/18	48.00
				RENTALS			
						INVOICE TOTAL:	48.00
						VENDOR TOTAL:	94.75
DAME DAHME MECHANICAL INDUSTRIES							
20180260	09/11/18	01	REPAIR SCREEN LEAK	31-001-002-4120		10/11/18	1,430.52
				MAINT. EQUIP			
						INVOICE TOTAL:	1,430.52
						VENDOR TOTAL:	1,430.52
DUCO DUAL COMMUNICATIONS LLC							
1531	09/18/18	01	REPAIR PHONE SYSTEM	01-001-002-4230		10/18/18	227.45
				COMMUNICATION SERVICES			
						INVOICE TOTAL:	227.45
						VENDOR TOTAL:	227.45
ENCS ENTRE COMPUTER SOLUTIONS							
00117157	09/06/18	01	EQUIPMENT	01-002-005-4906		10/06/18	2,049.84
				EQUIPMENT			
						INVOICE TOTAL:	2,049.84
00117434	09/24/18	01	TECHNICAL SUPPORT	01-002-002-4380		10/24/18	166.25
				OTHER PROF.SERV.			
						INVOICE TOTAL:	166.25
00117498	09/26/18	01	1 YR VIPRE BUSINESS STANDARD	01-002-002-4380		10/24/18	207.68
				OTHER PROF.SERV.			
						INVOICE TOTAL:	207.68

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VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/31/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
ENCS	ENTRE COMPUTER SOLUTIONS						
00117668	09/29/18	01	SECURITY SERVICE	31-001-002-4380		10/10/18	55.00
				OTHR PROF. SERVICES			
		02	SECURITY SERVICE	30-001-002-4380			55.00
				OTHR PROF. SERVICES			
		03	SECURITY SERVICE	01-003-002-4380			55.00
				OTHER PROFESSIONAL SERVICE			
		04	SECURITY SERVICE	01-002-002-4380			165.00
				OTHER PROF. SERV.			
		05	SECURITY SERVICE	01-001-002-4380			165.00
				OTHER PROF. SERVICES-VILLAG			
						INVOICE TOTAL:	495.00
						VENDOR TOTAL:	2,918.77
EXLO	EXPERT LOCK & SAFE INC						
80426	09/17/18	01	REMOVE BROKEN KEY	01-002-002-4100		10/17/18	135.00
				MAINTENANCE - BLDG			
						INVOICE TOTAL:	135.00
						VENDOR TOTAL:	135.00
GEBR	GEHRINGER BROS						
0437	09/17/18	01	FIX AND REPAIR CONVEYOR MOUNTS	01-003-002-4120		10/17/18	275.00
				MAINTENANCE - EQUIP.			
						INVOICE TOTAL:	275.00
						VENDOR TOTAL:	275.00
HAAUPA	HAMPSHIRE AUTO PARTS						
501256	09/24/18	01	STOP LEAK	01-003-003-4670		10/24/18	11.99
				MAINTENANCE SUPPLIES			
						INVOICE TOTAL:	11.99
501970	10/01/18	01	HEAD LAMP	01-002-002-4110		11/01/18	10.35
				MAINTENANCE - VEHL.			
						INVOICE TOTAL:	10.35
						VENDOR TOTAL:	22.34

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VILLAGE OF HAMPSHIRE  
DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 12/31/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
HAFD HAMPSHIRE FIRE PROTECTION							
SEPT 2018A	09/25/18	01	PLYMOVENT	63-001-004-4780		09/25/18	7,400.00
				FIRE IMPACT - DIST #300			
						INVOICE TOTAL:	7,400.00
						VENDOR TOTAL:	7,400.00
HALMK HALL MARK CORPORATION							
62765	09/18/18	01	CHECK REORDER	01-001-003-4650		10/18/18	210.12
				OFFICE EXPENSE & SUPPLIES			
						INVOICE TOTAL:	210.12
						VENDOR TOTAL:	210.12
IPODBA IPO/DBA CARDUNAL OFFICE SUPPLY							
605777-0	09/18/18	01	NAME PLATE	01-001-003-4650		10/18/18	12.59
				OFFICE EXPENSE & SUPPLIES			
						INVOICE TOTAL:	12.59
605844-0	09/19/18	01	OFFICE SUPPLIES	01-001-003-4650		10/19/18	40.28
				OFFICE EXPENSE & SUPPLIES			
						INVOICE TOTAL:	40.28
						VENDOR TOTAL:	52.87
JA&SO JASON AND SONS							
2697	08/15/18	01	ORD VIOLATION CODE ENFORCEMENT	01-001-004-4800		08/21/18	200.00
				MISCELLANEOUS EXPENSE			
						INVOICE TOTAL:	200.00
						VENDOR TOTAL:	200.00
KONMIN KONICA MINOLTA BUSINESS SOLUTI							
254103265	09/22/18	01	MONTHLY MAINTENANCE	01-002-002-4340		10/22/18	189.24
				PRINT/ADV/FORMS			
						INVOICE TOTAL:	189.24
						VENDOR TOTAL:	189.24

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VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/31/2018

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
LAAM	LAUTERBACH & AMEN, LLP						
30785	09/14/18	01	ACCOUNT ASSISTANCE	01-001-002-4380		10/14/18	2,560.00
				OTHER PROF.SERVICES-VILLAG			
						INVOICE TOTAL:	2,560.00
						VENDOR TOTAL:	2,560.00
LEDR	L.E.D. RITE LLC						
6193	09/25/18	01	STREET LIGHT REPLACEMENT	01-003-002-4270		10/25/18	2,619.89
				STREET LIGHT MAINT.			
						INVOICE TOTAL:	2,619.89
						VENDOR TOTAL:	2,619.89
MAFL	MARATHON FLEET						
56083856	09/30/18	01	STREETS	01-003-003-4660		10/22/18	197.61
		02	SEWER	31-001-003-4660			66.25
		03	WATER	30-001-003-4660			141.65
				GASOLINE/OIL			
				GASOLINE - OIL			
				GASOLINE/OIL			
						INVOICE TOTAL:	405.51
						VENDOR TOTAL:	405.51
MENA	MENARDS - SYCAMORE						
90842	09/11/18	01	SUPPLIES	30-001-003-4670		10/11/18	484.33
				MAINTENANCE SUPPLIES			
						INVOICE TOTAL:	484.33
						VENDOR TOTAL:	484.33
MORSH	MORNEAU SHEPELL LTD						
838411	09/11/18	01	EMPLOYEE ASSISTANCE PROGRAM	01-001-002-4376		10/11/18	1.54
				EMPLOYEE ASST. PROGRAM			
						INVOICE TOTAL:	1.54
						VENDOR TOTAL:	1.54

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VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT	
OLDO OLD DOMINION BRUSH								
6341066	09/12/18	01	SWEeper MAIN BROOMS	01-003-003-4670 MAINTENANCE SUPPLIES		10/12/18	879.67	
							INVOICE TOTAL:	879.67
6351013	09/19/18	01	SWEeper GUTTER BROOMS	01-003-003-4670 MAINTENANCE SUPPLIES		10/19/18	365.88	
							INVOICE TOTAL:	365.88
							VENDOR TOTAL:	1,245.55
PEBASO PETER BAKER & SON CO.								
22212	09/16/18	01	STREET PATCHING	01-003-002-4130 MAINTENANCE - STREETS		10/16/18	107.06	
							INVOICE TOTAL:	107.06
							VENDOR TOTAL:	107.06
RAOH RAY O'HERRON CO INC								
1850631-IN	09/28/18	01	UNIFORM	01-002-003-4690 UNIFORMS		10/28/18	455.16	
							INVOICE TOTAL:	455.16
1850720-IN	09/28/18	01	UNIFORM	01-002-003-4690 UNIFORMS		10/28/18	406.98	
							INVOICE TOTAL:	406.98
							VENDOR TOTAL:	862.14
RKQUSE RK QUALITY SERVICES								
10936A	09/18/18	01	OIL CHANGE	01-002-002-4110 MAINTENANCE - VEHL.		10/18/18	33.62	
							INVOICE TOTAL:	33.62
10950	09/20/18	01	OIL CHANGE	01-002-002-4110 MAINTENANCE - VEHL.		10/20/18	33.62	
							INVOICE TOTAL:	33.62

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VILLAGE OF HAMPSHIRE  
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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
RKQUSE RK QUALITY SERVICES							
10999	09/26/18	01	REPLACE SPOT LIGHT BULB	01-002-002-4110 MAINTENANCE - VEHL.		10/26/18	49.33
						INVOICE TOTAL:	49.33
						VENDOR TOTAL:	116.57
SIFI SIRCHIE							
0364552-IN	09/13/18	01	SCALE	01-002-003-4680 OPERATING SUPPLIES		10/13/18	94.00
						INVOICE TOTAL:	94.00
0365206-IN	09/19/18	01	BUSINESS CARDS	01-002-003-4680 OPERATING SUPPLIES		10/19/18	55.16
						INVOICE TOTAL:	55.16
						VENDOR TOTAL:	149.16
STAJNC STANDARD INSURANCE COMPANY							
OCT 2018	09/17/18	01	ADM	01-001-001-4035 EMPLOYER LIFE INS.		10/01/18	28.29
		02	PD	01-002-001-4035 EMPLOYER LIFE INS.			207.42
		03	STREETS	01-003-001-4035 EMPLOYER LIFE INS.			47.15
		04	SEWER	31-001-001-4035 EMPLOYER LIFE INS			14.14
		05	WATER	30-001-001-4035 EMPLOYER LIFE INS			14.15
						INVOICE TOTAL:	311.15
						VENDOR TOTAL:	311.15
SUIN SUPERIOR INDUSTRIAL							
18-2777	09/17/18	01	SCREENING WASHER SCREW REPLMT	31-001-002-4120 MAINT. EQUIP		10/19/18	14,553.21
						INVOICE TOTAL:	14,553.21
						VENDOR TOTAL:	14,553.21



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VILLAGE OF HAMPSHIRE  
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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
TEK	TEKLAB, INC.						
216214	07/02/18	01	MONTHLY NPDES TESTING	31-001-002-4380		08/01/18	460.50
				OTHR PROF. SERVICES			
						INVOICE TOTAL:	460.50
217093	07/25/18	01	MONTHLY NPDES TESTING	31-001-002-4380		08/24/18	460.50
				OTHR PROF. SERVICES			
						INVOICE TOTAL:	460.50
						VENDOR TOTAL:	921.00
TOSQ	TOWNSQUARE MEDIA ROCKFORD						
537056-2	08/31/18	01	COOK CREEK ADVERTISING	07-002-002-4385		09/30/18	1,844.00
				OTHER CONTRACTUAL SERVICES			
						INVOICE TOTAL:	1,844.00
						VENDOR TOTAL:	1,844.00
TRCOPR	TRAFFIC CONTROL & PROTECTION						
93627	08/21/18	01	TRAFFIC SIGNS	01-003-002-4130		09/21/18	1,068.40
				MAINTENANCE - STREETS			
						INVOICE TOTAL:	1,068.40
93628	08/21/18	01	BARRICADES	01-003-003-4680		09/21/18	1,106.25
				OPERATING SUPPLIES			
						INVOICE TOTAL:	1,106.25
93815	09/07/18	01	STREET NAME SIGNS	01-003-002-4130		10/07/18	102.85
				MAINTENANCE - STREETS			
						INVOICE TOTAL:	102.85
						VENDOR TOTAL:	2,277.50
TRUN	TREES UNLIMITED						
092016	09/20/18	01	WEED SPRAY	52-001-002-4927		10/20/18	140.00
				SSA#7			
						INVOICE TOTAL:	140.00

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INVOICES DUE ON/BEFORE 12/31/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
TRUN	TREES UNLIMITED						
7788	09/14/18	01	MOW AND CLEAN OUT GRATE	52-001-002-4921 SSA#10		10/14/18	1,475.00
						INVOICE TOTAL:	1,475.00
7790	09/17/18	01	TAKE DOWN, REMOVE, GRIND STUMP	01-003-002-4160 MAINTENANCE-TREE REMOVAL		10/17/18	1,850.00
						INVOICE TOTAL:	1,850.00
7795	09/20/18	01	WEED SPRAY	52-001-002-4920 SSA#2		10/20/18	205.00
						INVOICE TOTAL:	205.00
7796	09/20/18	01	WEED SPRAY	52-001-002-4923 SSA#3		10/20/18	25.00
						INVOICE TOTAL:	25.00
7797	09/20/18	01	WEED SPRAY	52-001-002-4926 SSA#6		10/20/18	1,040.00
						INVOICE TOTAL:	1,040.00
7799	09/20/18	01	WEED SPRAY	52-001-002-4928 SSA#8		10/20/18	110.00
						INVOICE TOTAL:	110.00
7800	09/20/18	01	WEED SPRAY	52-001-002-4921 SSA#10		10/20/18	180.00
						INVOICE TOTAL:	180.00
7801	09/20/18	01	WEED SPRAY	52-001-002-4931 SSA#11		10/20/18	1,185.00
						INVOICE TOTAL:	1,185.00
7802	09/20/18	01	WEED SPRAY	52-001-002-4932 SSA#12		10/20/18	615.00
						INVOICE TOTAL:	615.00

DATE: 10/02/18  
TIME: 13:14:51  
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VILLAGE OF HAMPSHIRE  
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INVOICES DUE ON/BEFORE 12/31/2018

INVOICE # VENDGR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCDUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
TRUN	TREES UNLIMITED						
7803	09/20/18	01	WEED SPRAY EXTRA AREAS	01-003-002-4130		10/20/18	320.00
				MAINTENANCE - STREETS			
						INVOICE TOTAL:	320.00
						VENDOR TOTAL:	7,145.00
USBL	USA BLUEBOOK						
684936	09/17/18	01	FEP TUBING ROLL	31-001-003-4670		10/17/18	518.41
				MAINTENANCE SUPPLIES			
						INVOICE TOTAL:	518.41
						VENDOR TOTAL:	518.41
VAIN	VAFCON INCORPORATED						
1181653	09/23/18	01	REPLACE SURGE PROTECTOR	31-001-002-4120		10/23/18	12,066.00
				MAINT. EQUIP			
						INVOICE TOTAL:	12,066.00
1181654	09/23/18	01	SCREENING CONTROLLER	31-001-002-4120		10/23/18	875.00
				MAINT. EQUIP			
						INVOICE TOTAL:	875.00
						VENDOR TOTAL:	12,941.00
VISU	VISU-SEWER OF ILLINOIS LLC						
8199	08/31/18	01	PIPE LINING	31-001-002-4160		09/30/18	16,748.00
				MAINT. UTILITY SYSTEM			
						INVOICE TOTAL:	16,748.00
						VENDOR TOTAL:	16,748.00
VWPD	VERIZON WIRELESS						
9814733553	09/15/18	01	PD CELLULAR SERVICE	01-002-002-4230		10/07/18	324.09
				COMMUNICATION SERVICES			
						INVOICE TOTAL:	324.09
						VENDOR TOTAL:	324.09

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INVOICES DUE ON/BEFORE 12/31/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
VWVH VERIZON WIRELESS							
9814733554	09/15/18	01	ADM	01-001-002-4230		10/07/18	55.80
				COMMUNICATION SERVICES			
		02	PD	01-002-002-4230			219.91
				COMMUNICATION SERVICES			
		03	STREETS	01-003-002-4230			279.00
				COMMUNICATION SERVICES			
		04	WATER	30-001-002-4230			101.71
				COMMUNICATION SERVICES			
		05	SEWER	31-001-002-4230			101.70
				COMMUNICATIONS SERVICES			
						INVOICE TOTAL:	758.12
						VENDOR TOTAL:	758.12
WAMA WASTE MANAGEMENT							
3571458-2011-8	09/27/18	01	SEPT 2018	29-001-002-4330		10/27/18	47,692.45
				GARBAGE DISPOSAL			
						INVOICE TOTAL:	47,692.45
						VENDOR TOTAL:	47,692.45
WEX WEX BANK							
56051473	09/30/18	01	FUEL CHARGES	01-002-003-4660		10/30/18	2,849.57
				GASOLINE/OIL			
						INVOICE TOTAL:	2,849.57
						VENDOR TOTAL:	2,849.57
						TOTAL ALL INVOICES:	153,360.46

Business Owner  
Address  
Hampshire, IL 60140

RE: Façade Program Invitation to apply

Dear Downtown Business Owner:

We are excited to announce a matching grant opportunity available for all of the business owners in the downtown Hampshire area. The Village Façade Assistance Program was created by the Village Board in effort to invest in the village and help attract new customers and businesses to the downtown area. This program is designed to encourage exterior improvements that preserve and enhance the character of the Village making our downtown district more attractive to customers and new businesses.

The Façade Assistance Program will provide financial assistance in the form of matching grants for façade improvements to help business owners renovate and restore existing buildings. If approved, the business owners will be reimbursed up to seventy-five percent (75%) of the cost for eligible projects. At this time, there is no limit to the cost of the projects being considered.

Grants will be awarded based on several factors including need, the positive impact the improvements will have on the business and the overall impact the improvements will make on the downtown as a whole.

If you are interested in participating in this program, please review the program guidelines and complete the preliminary application. Once submitted, a member of the Hampshire Beautification Committee will contact you to set up an initial meeting to go over the scope of the proposed work to ensure it meets program guidelines and standards.

The applications and program guidelines can be found on the Village of Hampshire website: [www.hampshireil.org](http://www.hampshireil.org). You may also request a copy of the Village Façade Program Guidelines and Application at Village Hall.

Sincerely,

Signed by Village President??

Village of Hampshire