



Village of Hampshire
Village Board Meeting
Thursday May 18, 2017 – 7:00 PM
Hampshire Village Hall – 234 S. State Street

AGENDA

1. Call to Order
2. Administer Oath of Office:
Trustee Michael Reid Jr. by Clerk Linda Vasquez
3. Establish Quorum (Physical and Electronic)
4. Pledge of Allegiance
5. Citizen Comments
6. Approval of Minutes – May 4, 2017
7. Village President's Report
 - a) Committee Assignments
 - b) An Ordinance providing for the issuance of not to exceed \$_____ Village of Hampshire, Kane County, Illinois Special Service Area Number 14 special tax refunding bonds, series 2017 (Lakewood Crossing Subdivision).
 - c) Ordinance amending the Zoning Classification of certain lots on East Street and Mill Avenue in the Village, from B-1 Central Business District to R-2 Single Family Residential Zoning District.
 - d) Ordinance amending the Zoning Classification of the property at 123 Park in the Village, from B-2 Central Business District to R-2 Single Family Residential Zoning District.
 - e) Sewer service associated with the proposed splash pad at Bruce Ream park.
 - f) Approval to purchase squad cars
 - g) Resolution- Utility Rounds and On-Call Policy
 - h) Ordinance – amending the Village Code relating to the office of Village Treasurer.
7. Village Board Committee Reports
 - a) Fields & Trails
 - b) Economic Development
 - c) Finance
 1. Accounts Payable
 - d) Planning/Zoning
 - e) Public Safety
 - f) Public Works
 - g) Village Services
8. New Business
9. 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
KANE COUNTY, ILLINOIS

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of Trustee of the Village of Hampshire, Illinois, according to the best of my ability.

Michael J. Reid Jr.

Date: May 18, 2017

VILLAGE OF HAMPSHIRE - BOARD OF TRUSTEES

Meeting Minutes – May 4, 2017

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday May 4, 2017.

Present: Village President Jeffrey Magnussen, and Trustees Michael Armato, George Brust, Marty Ebert, Toby Koth, Jan Kraus, and Michael Reid.

Absent: None

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

A quorum was established.

The Pledge of Allegiance was recited.

Citizens Comments: Orris Ruth discussed the Intergovernmental agreement with Hampshire Park District; the Village should keep the parks and maintain them. Village President mentioned that it would take man hours to upkeep and the Village is short on help. Mr. Ruth would like to see the new board table it.

Trustee Brust moved, to approve the amended minutes of April 20, 2017, as stated.

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

VILLAGE PRESIDENT REPORT

Proclamation: Poppy Days May 19 & 20

Village President Magnussen read the poppy proclamation.

Approval: Agreement between the Illinois Fraternal Order of Police Labor Council and Village of Hampshire May 1, 2017 through April 30, 2020.

Trustee Kraus moved, to approve the Agreement between the Illinois Fraternal Order of Police Labor Council and Village of Hampshire May 1, 2017 through April 30, 2020.

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

Wierec agreement

Trustee Ebert moved, to table Wierec agreement.

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

VILLAGE BOARD COMMITTEE REPORTS

a. Village Services

No report

b. Field & Trails

Trustee Koth wanted to thank everyone who came out to help plant trees, great turnout. Trustee Reid and his wife were there the whole entire time, also our Village Attorney Schuster helped out.

c. Economic Development

No report

d. Finance

Trustee Armato presented the accounts payable warrants to be paid on May 9, 2017, in the total amount of \$264,128.29.

Trustee Koth moved to approve payment of the accounts payable warrants.

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

e. Planning/Zoning

No report

f. Public Safety

No report

g. Public Works

No report

Adjournment, sine die

Trustee Ebert moved, to adjourn, sine die

Seconded by Trustee Armato
Motion carried by voice vote

Ayes: All
Nays: None
Absent: Reid

At this time Village President Magnussen presented a plaque to Mr. Armato for his years of service.

Village President Magnussen presented a plaque to Mr. Brust for his 12 years of service.

Village President Magnussen presented a plaque to Mr. Ebert for his 14 years of service to the Village.

Photos were taken; Village President Magnussen thanked each of them for their hard work, devotion and time.

Administer Oath of Office:

Village President Jeffrey Magnussen by Clerk Linda Vasquez

Trustees Christine Klein, Ryan Krajecki & Erik Robinson by Clerk Linda Vasquez

Village Board Reconvened at 7:20 p.m. – Call to Order & Establishment of Quorum

Approval of IGA between Hampshire Park District and the Village.

After much discussion about how the park district will sit down with the Village to talk to new developers, they will only have input the final say will be the Village Board. The Park District will first pass the agreement & resolution then we will sign off and transfer Ruth Park.

Trustee Krajecki moved, to approve the intergovernmental agreement with the Hampshire Township Park District regarding dedication of land within the Village of Hampshire for park purposes.

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

Announcements

Village President Magnussen reported that the committee assignments will be completed at the next board meeting, Trustee Koth will chair Public Works as of now.

Adjournment

Trustee Robinson moved to adjourn the Village Board meeting at 7:36 p.m.

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

Linda Vasquez
Village Clerk

MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Hampshire, Kane County, Illinois, held at the Village Hall, located at 234 South State Street, Hampshire, Illinois 60140-0457, in said Village, at 7:00 p.m., on the 18th day of May, 2017.

* * *

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon roll call, the President and the following Trustees answered present: _____

The following Trustees were absent: _____

Trustee _____ presented, and made available to the Trustees and interested members of the public complete copies of an ordinance entitled:

AN ORDINANCE providing for issuance of not to exceed \$12,250,000 Village of Hampshire, Kane County, Illinois Special Service Area Number 14 Special Tax Refunding Bonds, Series 2017 (Lakewood Crossing Subdivision)

which authorizes bonds to refund existing obligations of Special Service Area Number 14 of the Village to achieve debt service savings, such ordinance being in words and figures as follows:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED
\$12,250,000
VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
SPECIAL SERVICE AREA NUMBER 14
SPECIAL TAX REFUNDING BONDS, SERIES 2017
(LAKEWOOD CROSSING SUBDIVISION)

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

Section 1. Findings and Declarations. It is found and declared by the President and Board of Trustees of the Village of Hampshire, Kane County, Illinois (the "**Village**") as follows:

a. The Village has previously established Special Service Area Number 14 described more fully in **Exhibit A** to this Ordinance (the "**Special Service Area**") pursuant to Ordinance No. 06-11 adopted on April 20, 2006 (the "**Establishing Ordinance**"), the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., as amended (the "**Special Service Area Act**") and the provisions of Section 7 of Article VII of the 1970 Constitution of the State of Illinois, and has otherwise complied with all other conditions precedent required by the Special Service Area Act.

b. It was deemed necessary and in the best interests of the Village to provide special services benefiting the Special Service Area consisting of new construction, maintenance and other purposes including, but not limited to, streets (including curbs, gutters, intersection improvements, traffic signalization), water and sanitary sewer collection and distribution lines, detention basins, and certain grading and landscaping and related appurtenances and all electrical, mechanical or other services necessary, useful or advisable to such design, installation, construction and maintenance to support the construction by Lakewood Homes Inc. of the Lakewood Crossing Development, consisting of 274 single family homes and 264 duplex houses on 132 lots (the "**Special Services**").

c. The Village previously issued \$12,000,000 principal amount of its Special Service Area Number 14 Special Tax Bonds, Series 2006 (Lakewood Crossing Subdivision) (the "**Prior Bonds**") to pay or provide funds for a portion of the Costs of the Special Services \$10,923,000 of which in principal amount remains Outstanding.

d. After due publication of a notice as required by the Special Service Area Act, a public hearing to consider the establishment of the Special Service Area, the issuance of the Prior Bonds for the purpose of paying the costs of the Special Services and the manner in which the Prior Bonds were proposed to be retired and the proposed tax levy, was held on March 9, 2006 at 7:00 p.m. No objection petition was filed with respect to the establishment of the Special Service Area or the issuance of the Prior Bonds within the period of time allowed pursuant to the Special Service Area Act.

e. In order to achieve debt service savings, it is in the best interests of the Village to refund the Prior Bonds.

f. The Village does not have sufficient funds on hand or available from other sources with which to pay the costs associated with refunding the Prior Bonds.

g. It is necessary and in the best interests of the Village to issue an aggregate principal amount not to exceed \$12,250,000 of its Special Service Area Number 14 Special Tax Refunding Bonds, Series 2017 (Lakewood Crossing Subdivision) (the "**Bonds**"), as provided in this Ordinance, to pay or provide funds to refund all of the Prior Bonds.

h. The Village expects that aggregate payments of principal of and interest on the Bonds will be less than aggregate payments of principal of and interest on the outstanding Prior Bonds.

Section 2. Issuance of Bonds. The Village shall borrow the sum of not to exceed \$12,250,000 by issuing the Bonds as provided in this Ordinance. The Bonds shall be designated "Special Service Area Number 14 Special Tax Refunding Bonds, Series 2017 (Lakewood Crossing Subdivision)," and shall be issued for the purpose of refunding all of the Prior Bonds, which Prior Bonds were issued to provide funds needed to pay costs of the Special Services. The Bonds shall be issued pursuant to the powers of the Village pursuant to Section 7 of Article VII of the 1970 Constitution of the State of Illinois; the Special Service Area Act; and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq.

The Village President is hereby authorized and directed to establish the final terms of the Bonds as set forth in the Village's Bond Order to be executed by the Village President and attested by the Village Clerk (the "**Bond Order**"), but only within the parameters or on such terms as set forth in Section 4 of this Ordinance and in furtherance of such duty is hereby authorized and directed to execute the Bond Order on behalf of the Village. The Bonds shall be issued in such principal amounts, shall mature on such dates and bear interest at such rates and be subject to redemption as set forth in the Bond Order.

Section 3. Approval of Documents. There have been submitted to the Village President and the Board of Trustees forms of the following documents relating to the issuance of the Bonds:

a. a form of Trust Indenture (the "**Indenture**") between the Village and Amalgamated Bank of Chicago, as Trustee, which form of Indenture is attached as **Exhibit B** to this Ordinance;

b. a form of Bond Purchase Agreement (the "**Bond Purchase Agreement**") between the Village and William Blair & Company, L.L.C., as Underwriter (the "**Underwriter**"), to be dated as of the date the offer of the Underwriter to purchase the Bonds is accepted by the Village, which form of Bond Purchase Agreement is attached as **Exhibit C** to this Ordinance;

c. a form of the Preliminary Official Statement (the “**Official Statement**”) used by the Underwriter in its initial offering of the Bonds, which form of Official Statement is attached as **Exhibit D** to this Ordinance; and

d. a form of continuing disclosure undertaking to be entered into by the Village to effect compliance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, which agreement is attached as **Exhibit E** to this Ordinance.

Such documents are approved as to form and substance and the Village President and the Village Clerk of the Village are authorized and directed to execute and deliver and/or authorize the use of such documents on behalf of the Village in the forms submitted with such additions, deletions and completions of the same (including the establishment of the terms of the Bonds within the parameters set forth in this Ordinance) as the Village President and the Village Clerk deem appropriate; and when each such document is executed, attested, sealed and delivered on behalf of the Village, as provided herein, each such document will be binding on the Village; from and after the execution and delivery of each such document, the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such additional documents as may be necessary to carry out, comply with and perform the provisions of each such document as executed; and each such document shall constitute, and hereby is made, a part of this Ordinance, and a copy of each such document shall be placed in the official records of the Village, and shall be available for public inspection at the office of the Village Clerk. Either the Village President or Village Clerk is authorized and directed, subject to the terms of the Bond Purchase Agreement as executed, to execute the final Official Statement in substantially the form of the preliminary Official Statement presented hereto with such changes, additions or deletions as they deem appropriate to reflect the final terms of the Bonds, the Indenture and other matters. The Village President and the Village Clerk are authorized to obtain a Bond Insurance Policy insuring the payment of principal of and interest on the Bonds when due (the “**Policy**”) from a bond insurer (a “**Bond Insurer**”) if the Village President determines such Policy to be beneficial in connection with the sale of the Bonds. The Village President and Village Clerk are hereby authorized on behalf of the Village, to make such customary covenants and agreements with the Bond Insurer as are not inconsistent with the terms of this Ordinance and as may be required by the Bond Insurer to issue its Policy.

Section 4. Bond Terms; Bond Order. The Bonds shall be issued as provided in the Indenture and shall be issued in the principal amount of not to exceed \$12,250,000, shall be dated, shall mature, shall bear interest at the rates (not to exceed in any year six percent (6%) per annum) and shall be subject to redemption at the times and prices as set forth in the Indenture, and shall be sold to the Underwriter at a purchase price of not less than 98.5% of the principal amount of Bonds exclusive of any original issue discount or any original issue premium on the Bonds. The Bond Order shall specify the principal amount of the Bonds, the date of the Bonds, the interest rate on the Bonds, the redemption provisions of the Bonds, the purchase price of the Bonds, the identity of any Bond Insurer, if any, and the final form of any commitment to provide the bond insurance Policy and may include such other terms as are deemed necessary to provide for the sale of the Bonds which are not inconsistent with this Ordinance. The execution and delivery of the Bond Order, the Bond Purchase Agreement and the Indenture by the Village

President and the Village Clerk shall evidence their approval of the terms of the Bonds set forth above.

Section 5. Execution and Delivery of Bonds. The Village President and the Village Clerk are authorized and directed to execute and deliver the Bonds and, together with other Authorized Officers (as defined in the Indenture), to take all necessary action with respect to the issuance, sale and delivery of the Bonds, all in accordance with the terms and procedures specified in this Ordinance and the Indenture. The Bonds shall be delivered to the Trustee who is directed to authenticate the Bonds and deliver the Bonds to the Underwriter or as directed by the Underwriter upon receipt of the purchase price for the Bonds.

The Bonds shall be in substantially the form set forth in the Indenture. Each Bond shall be executed by the manual or facsimile signature of the Village President and the manual or facsimile signature of the Village Clerk and shall have the corporate seal of the Village affixed to it (or a facsimile of that seal printed on it). The Village President and the Village Clerk (if they have not already done so) are authorized and directed to file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signatures of Public Officials Act, as amended, which shall authorize the use of their facsimile signatures to execute the Bonds. Each Bond so executed shall be as effective as if manually executed. In case any officer of the Village whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before authentication and delivery of any of the Bonds, that signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

No Bond shall be valid for any purpose unless and until a certificate of authentication on that Bond substantially in the form set forth in the bond form in the Indenture shall have been duly executed by the Trustee. Execution of that certificate upon any Bond shall be conclusive evidence that the Bond has been authenticated and delivered under this Ordinance.

Section 6. Bonds are Limited Obligations; Levy of Special Tax; Pledge. The Bonds shall constitute limited obligations of the Village, payable from the Special Taxes (as defined below) to be levied on all taxable real property within the Special Service Area as provided below. The Bonds shall not constitute the general obligations of the Village and neither the full faith and credit nor the unlimited taxing power of the Village shall be pledged as security for payment of the Bonds.

There are hereby levied Special Taxes upon all taxable real property within the Special Service Area in accordance with the Special Tax Roll (as defined below) sufficient to pay and discharge the principal of and interest on the Bonds at maturity or mandatory sinking fund redemption dates and to pay interest on the Bonds for each year at the interest rates set forth in Section 2.4 of the Indenture and to pay for the Administrative Expenses (as defined in the Indenture) of the Village and Kane County, if any, for each year and to fund and replenish the Reserve Fund created and established pursuant to the Indenture to an amount equal to the Reserve Requirement (as defined in the Indenture) and to fund any required deposits to the Special Reserve Fund (as defined in the Indenture), including specifically the following amounts for the following years (the "**Special Taxes**"):

<u>Year of Levy</u>	<u>An Amount Sufficient to Produce the Sum of:</u>	<u>Year of Levy</u>	<u>An Amount Sufficient to Produce the Sum of:</u>
2017	\$1,010,646	2026	\$1,155,256
2018	1,025,780	2027	1,172,552
2019	1,041,188	2028	1,190,122
2020	1,056,596	2029	1,207,966
2021	1,072,542	2030	1,226,074
2022	1,088,488	2031	1,244,456
2023	1,104,708	2032	1,263,376
2024	1,121,466	2033	1,282,296
2025	1,138,224	2034	1,301,490

Pursuant to the Special Tax Roll and Report prepared for the Special Service Area (the “**Special Tax Roll and Report**”), the Special Taxes shall be computed, extended and collected, and divided among the taxable real property within the Special Service Area in accordance with the terms of the Establishing Ordinance and the Special Tax Roll and Report. It shall be the duty of the Village and the Village hereby covenants, annually on or before the last Tuesday of December for each of the years 2017 through 2034 to calculate or cause the Consultant appointed pursuant to the Indenture to calculate the Special Tax Requirement (as defined in the Indenture); to amend the Special Tax Roll pursuant to Section VI.E. of the Special Tax Roll and Report; to adopt an ordinance approving the amount of the current levy year’s Special Tax Requirement and to abate the Special Taxes levied pursuant to this Ordinance to the extent the taxes levied pursuant to this Ordinance exceed the Special Tax Requirement as calculated by the Village pursuant to the Establishing Ordinance and the Special Tax Roll and Report; and provide the County tax collector of Kane County the amended Special Tax Roll. On or before the last Tuesday of January for each of the years 2018 through 2035 the Village shall notify the Trustee of the amount of the Special Tax Requirement and the amount of the Special Taxes to be abated. The Village shall take all actions which shall be necessary to provide for the levy, extension, collection and application of the taxes levied by this Ordinance, including enforcement, of such taxes as provided by law but only as set forth in Section 7(a) below.

The Special Taxes levied as provided above shall be deposited in the Bond and Interest Fund created pursuant to the Indenture and are appropriated to and are irrevocably pledged to and shall be used only for the purposes set forth in Section 7.1 of the Indenture.

Section 7. Special Covenants. The Village covenants with the holders of the Bonds from time to time outstanding and the Bond Insurer, if any, that it (i) will take all actions which are necessary to be taken (and avoid any actions which it is necessary to avoid being taken) so that interest on the Bonds will not be or become included in gross income for federal income tax purposes under existing law, including without limitation the Internal Revenue Code of 1986, as amended (the “**Code**”); (ii) will take all actions reasonably within its power to take which are necessary to be taken (and avoid taking any actions which are reasonably within its power to avoid taking and which are necessary to avoid) so that the interest on the Bonds and the Prior Bonds will not be or become included in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time; and (iii) will take no action or permit any action in the investment of the proceeds of the Bonds, amounts held under the Indenture or any

other funds of the Village which would result in making interest on the Bonds subject to federal income taxes by reason of causing the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, or direct or permit any action inconsistent with the regulations under the Code as promulgated and as amended from time to time and as applicable to the Bonds. The Village President, Village Clerk, Finance Director, Village Treasurer and any other Authorized Officer (as such term is defined in the Indenture) of the Village are authorized and directed to take all such actions as are necessary in order to carry out the issuance and delivery of the Bonds including, without limitation, to make any representations and certifications they deem proper pertaining to the use of the proceeds of the Bonds and other moneys held under the Indenture in order to establish that the Bonds shall not constitute arbitrage bonds as so defined.

The Village further covenants with the holders of the Bonds from time to time outstanding that:

a. it will take all actions, if any, which shall be necessary in order further to provide for the levy, extension, collection and application of the Special Taxes imposed by or pursuant to this Ordinance or the Establishing Ordinance, including enforcement of the Special Taxes by providing The County of Kane with such information as is deemed necessary to enable it to include the property subject to the delinquent tax in the County Collector’s annual tax sale and in the event the tax lien is forfeited at such tax sale by instituting foreclosure proceedings all in the manner provided by law; provided, however, that the obligation to institute any foreclosure action against any taxpayer other than a taxpayer owning at least five percent (5%) of the property in the Special Service Area shall only arise in the event the Village makes the determination that the proceeds from each foreclosure action have a commercially reasonable expectation of exceeding the costs thereof;

b. it will not take any action which would adversely affect the levy, extension, collection and application of the Special Taxes, except to abate the Special Taxes to the extent permitted by the Special Tax Roll and as provided in this Ordinance; and to release parcels subject to the Special Taxes to the extent a prepayment in full of the Special Taxes levied for such parcel has been prepaid in accordance with the formula set forth in the Special Tax Roll and Report; and

c. it will comply with all present and future laws concerning the levy, extension and collection of the Special Taxes; in each case so that the Village shall be able to pay the principal of and interest on the Bonds as they come due and replenish the Reserve Fund to the Reserve Requirement and it will take all actions necessary to assure the timely collection of the Special Taxes, including without limitation, the enforcement of any delinquent Special Taxes as described in paragraph (a) above. Promptly following the date of issuance of the Bonds, the Village shall file with the County an abatement ordinance abating the Special Taxes levied for the Prior Bonds pursuant to the bond ordinance for the Prior Bonds (the “**Prior Bond Ordinance**”) for levy years 2017 through 2034.

Section 8. Additional Authority. The Village President, the Village Treasurer, the Village Clerk, the Finance Director and the other officers of the Village are authorized to execute

and deliver on behalf of the Village such other documents, agreements and certificates and to do such other things consistent with the terms of this Ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this Ordinance, including without limitation to make any representations and certifications they deem proper pertaining to the use of the proceeds of the Bonds in order to establish that the Bonds and the Prior Bonds shall not constitute arbitrage bonds as defined in Section 7 above.

Section 9. Transfer of Funds; Defeasance of Prior Bonds. Amounts on deposit in the funds and accounts created for the Prior Bonds may be applied to refund the Prior Bonds or with respect to the Bond and Interest Fund or Reserve Fund, may be transferred to the Bond and Interest Fund or the Reserve Fund created for the Bonds to the extent not needed to defease the Prior Bonds as provided in the Bond Order.

The Prior Bonds to be refunded shall be called for redemption on the earliest date for which notice of redemption may be provided in accordance with the Trust Indenture of the Village pursuant to which the Prior Bonds were authorized (the "**Prior Indenture**") and as specified in the Bond Order, at a price equal to 101% of the principal amount thereof, plus accrued interest to the redemption date. Such redemption shall be conducted in accordance with the provisions of the Prior Indenture.

Section 10. Filing of Ordinance. The Village Clerk is directed to file a certified copy of this Ordinance, and an accurate map of the Special Service Area, with the County Clerk of Kane County.

Section 11. Severability. If any section, paragraph, clause or provision of this Ordinance (including any section, paragraph, clause or provision of any exhibit to this Ordinance) shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other sections, paragraphs, clauses or provisions of this Ordinance (or of any of the exhibits to this Ordinance).

Section 12. Repealer; Effect of Ordinance. All ordinances, resolutions and orders or parts of ordinances, resolutions and orders in conflict with this Ordinance are repealed to the extent of such conflict. The Village Clerk shall cause this Ordinance to be published in pamphlet form. This Ordinance shall be effective upon its passage and publication as provided by law.

ADOPTED by the President and Board of Trustees on May 18, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED on May 18, 2017.

President, Village of Hampshire,
Kane County, Illinois

RECORDED in the Village Records on May 19, 2017.

ATTEST:

Village Clerk, Village of Hampshire,
Kane County, Illinois

(SEAL)

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented by the Village Clerk be adopted.

After a full and complete discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, the President directed that the roll be called for a vote upon the motion to adopt the ordinance as read.

Upon the roll being called, the following Trustees voted

AYES: _____

NAYS: _____

ABSENT: _____

Whereupon the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

Village Clerk

EXHIBIT A

Legal Description of Special Service Area Number 14 (Lakewood Crossing Subdivision)

That part of the East Half of the Southeast Quarter of Section 12, and that part of the Northeast Quarter of the Northeast Quarter of Section 13, all in Township 42 North, Range 6 East of the Third Principal Meridian, and that part of the West Half of the Southwest Quarter of Section 7, and that part of the Northwest Quarter of the Northwest Quarter of Section 18, all in Township 42 North, Range 7 East of the Third Principal Meridian, in Kane County, Illinois, described as follows:

Beginning at the Northeast Corner of the West Half of the Southwest Quarter of said Section 7; thence South 00 Degrees 03 Minutes 47 Seconds West, along the East Line of said West Half, 2636.95 feet, to a point on the South Line of the Southwest Quarter of said Section 7, also being the North Line of the Northwest Quarter of said Section 18; thence South 00 Degrees 06 Minutes 40 Seconds West, along the East Line of the Northwest Quarter of the Northwest Quarter of said Section 18, 1313.27 feet, to the Southeast Corner thereof; thence North 89 Degrees 54 Minutes 22 Seconds West, along the South Line of the Northwest Quarter of said Northwest Quarter, 1352.04 feet, to the Southwest Corner thereof; thence North 00 Degrees 07 Minutes 00 Seconds West, along the West Line of said Northwest Quarter, also being the East Line of the Northeast Quarter of said Section 13, 9.73 feet, to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 13; thence South 89 Degrees 23 Minutes 31 Seconds West, along the South Line of said Quarter, 352.35 feet, to the Center Line of Big Timber Road (County Highway 21); thence Northwesterly, 556.72 feet, along said Center Line, on a non-tangent curve, concave Southwesterly, having a Radius of 1910.08 feet, a chord bearing North 62 Degrees 17 Minutes 41 Seconds West, and a chord distance of 554.76 feet, to the East Line of the West 465.63 feet of the Northeast Quarter of said Northeast Quarter of Section 13; thence North 00 Degrees 02 Minutes 05 Seconds West, along the afore described East Line, 31.77 feet, to the Northerly Right-of-Way Line of said Big Timber Road; thence Northwesterly 59.01 feet, along said Northerly Right-of-Way Line on a non-tangent curve, concave Southwesterly, having a Radius of 1940.08, a chord bearing North 71 Degrees 49 Minutes 39 Seconds West, and a chord distance of 59.01, to a point of tangency; thence North 72 Degrees 41 Minutes 56 Seconds West, continuing along said Northerly Right-of-Way Line, 49.48 feet; thence North 14 Degrees 02 Minutes 52 Seconds East, 773.08 feet; thence North 00 Degrees 07 Minutes 17 Seconds West, 1605.12 feet, to the Northerly Line of Henning Road 60 foot Right-of-Way as monumented and occupied; thence North 89 Degrees 00 Minutes 33 Seconds East, along said Northerly Right-of-Way, 38.68 feet; thence North 00 Degrees 03 Minutes 47 Seconds East, 1275.26 feet, to a point on the North Line of the Southeast Quarter of said Section 12; thence North 89 Degrees 19 Minutes 10 Seconds East, along said North Line, 714.25 feet, to the Northeast Corner of the Southeast Quarter of said Section 12; thence South 00 Degrees 20 Minutes 50 Seconds East along the East Line of the Southeast Quarter of said Section 12, also being the West Line of the Southwest Quarter of said Section 7, 16.54 feet, to the Northwest Corner of the Southwest Quarter of said Section 7; thence South 89 Degrees 50 Minutes 33 Seconds East, along the North Line of the Southwest Quarter of said Section 7, 678.73 feet (677.4 feet deed), to an iron pipe; thence South 23 Degrees 10 Minutes 10 Seconds West, 284.86 feet (286.3 feet deed), to an iron

pipe; thence South 00 Degrees 01 Minutes 51 Seconds West, 199.80 feet, to an iron pipe; thence North 89 Degrees 57 Minutes 41 Seconds East, 65.02 feet (65.0 feet deed), to an iron pipe; thence North 15 Degrees 45 Minutes 44 Seconds East, 195.30 feet (195.4 feet deed), to an iron pipe; thence North 32 Degrees 09 Minutes 39 Seconds East, 322.71 feet (322.6 feet deed) to an iron pipe on the North Line of the Southwest Quarter of said Section 7; thence South 89 Degrees 50 Minutes 33 Seconds East, along said North Line, 509.29 feet, to the point of beginning.

Excepting therefrom that part described as follows:

Commencing at the Southwest corner of said Southwest Quarter of Section 7; thence North 39 Degrees 42 Minutes 00 Seconds East, 113.99 feet, to the point of beginning; thence North 89 Degrees 52 Minutes 43 Seconds East, 111.85 feet, to a point of curvature; thence Easterly, 140.81 feet, along a curve tangent to the last described course, concave North, having a Radius of 326.00 feet, a chord bearing North 77 Degrees 30 Minutes 17 Seconds East, and a chord distance of 139.72 feet; thence South 24 Degrees 52 Minutes 09 Seconds East, 115.00 feet; thence South 52 Degrees 47 Minutes 16 Seconds West, 58.56 feet; thence South 11 Degrees 43 Minutes 03 Seconds West, 54.88 feet; thence South 61 Degrees 43 Minutes 59 Seconds West, 200.33 feet; thence North 77 Degrees 45 Minutes 22 Seconds West, 83.26 feet, to a point on a non-tangent curve; thence Northerly, 181.29 feet, along said non-tangent curve, concave West, having a Radius of 840.00 feet, a chord bearing North 06 Degrees 03 Minutes 40 Seconds East, and a chord distance of 180.94 feet; thence North 00 Degrees 07 Minutes 17 Seconds West, 60.32 feet to the point of beginning of this exception. (upon recording of the final plat of subdivision, this exception shall also be known as Lot "I" in Lakewood Crossing Subdivision)

Also excepting therefrom that part described as follows:

Commencing at the Northeast Corner of the West Half of the Southwest Quarter of said Section 7; thence South 00 Degrees 03 Minutes 47 Seconds West, 1354.37 feet, along the East Line of said West Half; thence North 74 Degrees 49 Minutes 04 Seconds West, 219.97 feet to a point on a non-tangent curve; thence Southerly, 20.70 feet, along said non-tangent curve, concave West, having a Radius of 617.00 feet, a chord bearing South 16 Degrees 08 Minutes 36 Seconds West, and a chord distance of 20.70 feet to a point of reverse curvature; thence Southerly, 88.98 feet, along a curve, concave East, having a Radius of 683.00 feet, a chord bearing South 13 Degrees 22 Minutes 20 Seconds West, and a chord distance of 88.92 feet, to the point of beginning; thence continuing Southerly 60.02 feet, along said curve, concave East, having a Radius of 683.00 feet, a chord bearing South 07 Degrees 07 Minutes 21 Seconds West, and a chord distance of 60.00 feet; thence North 82 Degrees 52 Minutes 38 Seconds West, 70.00 feet; thence North 07 Degrees 07 Minutes 22 Seconds East, 60.00 feet; thence South 82 Degrees 52 Minutes 38 Seconds East, 70.00 feet, to the point of beginning. (upon recording of the final plat of subdivision, this exception shall also be known as Lot "K" in Lakewood Crossing Subdivision)

Also excepting therefrom that part thereof lying within the 60 foot Right-of-Way easement for Lakehead Pipeline Company by Trust 4632, recorded October 13, 1999 as Document Number 1999R0071205 in the McHenry County Recorder's Office and re-recorded December 2, 1999 as Document Number 1999R114300 in the Kane County Recorder's Office.

Property Index Numbers: 01-12-400-001; 01-12-400-002; 01-13-200-001; 01-13-200-002; 02-07-300-001; 02-18-100-001.

EXHIBIT B

Form of Trust Indenture

EXHIBIT C

Form of Bond Purchase Agreement

EXHIBIT D

Form of Official Statement

EXHIBIT E

Form of Continuing Disclosure Undertaking

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Hampshire, Kane County, Illinois (the “**Village**”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the Village and of the President and Board of Trustees (the “**Board**”) thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the legally convened meeting of the Board held on the 18th day of May, 2017, insofar as same relates to the adoption of an ordinance numbered _____ and entitled:

AN ORDINANCE providing for issuance of not to exceed \$12,250,000 Village of Hampshire, Kane County, Illinois Special Service Area Number 14 Special Tax Refunding Bonds, Series 2017 (Lakewood Crossing Subdivision)

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities at the location where said meeting was held and at the principal office of the Board at least forty-eight (48) hours in advance of the holding of such meeting; that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of said agenda being attached hereto as Exhibit A; that said meeting was called and held in strict compliance with the provisions of the Illinois Municipal Code, as amended, the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act, as amended; and that the Board has complied with all of the applicable provisions of said Code and said Acts and their own procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village, this 19th day of May, 2017.

Village Clerk

(SEAL)

[Village Clerk to attach Agenda as Exhibit A]

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Kane, Illinois (the “**County**”), and as such officer I do hereby certify that on the ____ day of _____, 2017, there was filed in my office a duly certified copy of an ordinance numbered _____ entitled:

AN ORDINANCE providing for issuance of not to exceed \$12,250,000 Village of Hampshire, Kane County, Illinois Special Service Area Number 14 Special Tax Refunding Bonds, Series 2017 (Lakewood Crossing Subdivision)

(the “**Ordinance**”) passed by the President and Board of Trustees of the Village of Hampshire, Kane County, Illinois, on the 18th day of May, 2017, and approved by the President of said Village, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the County, this _____ day of _____, 2017.

County Clerk of The County of Kane, Illinois

(SEAL)

**CONTINUING DISCLOSURE UNDERTAKING
FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER SECTION (B)(5) OF RULE 15C2-12**

This Continuing Disclosure Undertaking (this "*Agreement*") is executed and delivered by the Village of Hampshire, Kane County, Illinois (the "*Village*"), in connection with the issuance of \$ _____ Special Service Area Number 14 Special Tax Refunding Bonds, Series 2017 (Lakewood Crossing Subdivision) (the "*Bonds*"). The Bonds are being issued pursuant to an ordinance adopted by the President and Board of Trustees of the Village on the 18th day of May, 2017, as supplemented by a Bond Order executed by Village officers in accordance therewith (together, the "*Ordinance*") and a Trust Indenture dated as of _____, 2017 between the Village and the trustee named therein (the "*Indenture*").

In consideration of the issuance of the Bonds by the Village and the purchase of such Bonds by the beneficial owners thereof, the Village covenants and agrees as follows:

1. **PURPOSE OF THIS AGREEMENT.** This Agreement is executed and delivered by the Village as of the date set forth below, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with the requirements of the Rule (as defined below). The Village represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriters and that no other person is expected to become so committed at any time after issuance of the Bonds.

2. **DEFINITIONS.** The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

Annual Financial Information means the financial information and operating data described in Exhibit I attached hereto.

Annual Financial Information Disclosure means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4 of this Agreement.

Audited Financial Statements means the audited financial statements of the Village prepared pursuant to the standards and as described in *Exhibit I* attached hereto.

Commission means the Securities and Exchange Commission.

Dissemination Agent means Amalgamated Bank of Chicago, Chicago, Illinois or any other agent designated as such in writing by the Village and which has filed with the Village a written acceptance of such designation, and such agent's successors and assigns.

EMMA means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

Exchange Act means the Securities Exchange Act of 1934, as amended.

MSRB means the Municipal Securities Rulemaking Board.

Official Statement means the Final Official Statement, dated _____, 2017, and relating to the Bonds.

Participating Underwriter means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

Reportable Event means the occurrence of any of the Events with respect to the Bonds set forth in Exhibit II attached hereto.

Reportable Events Disclosure means dissemination of a notice of a Reportable Event as set forth in Section 5 of this Agreement.

Rule means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

State means the State of Illinois.

Undertaking means the obligations of the Village pursuant to Sections 4 and 5 of this Agreement.

3. **CUSIP NUMBERS.** The CUSIP Numbers of the Bonds are set forth in *Exhibit III* attached hereto. The Village will include the CUSIP Numbers in all disclosure materials described in Sections 4 and 5 of this Agreement.

4. **ANNUAL FINANCIAL INFORMATION DISCLOSURE.** Subject to Section 8 of this Agreement, the Village hereby covenants that it will disseminate, or cause the Dissemination Agent to disseminate, its Annual Financial Information and its Audited Financial Statements (in the form and by the dates set forth in *Exhibit I*) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Village will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment or waiver is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

5. **REPORTABLE EVENTS DISCLOSURE.** Subject to Section 8 of this Agreement, the Village hereby covenants that it will disseminate, or cause the Dissemination Agent to disseminate, in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Ordinance.

6. **CONSEQUENCES OF FAILURE OF THE VILLAGE TO PROVIDE INFORMATION.** The Village, or the Dissemination Agent on its behalf, shall give notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the Village to comply with any provision of this Agreement, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed a default under the Ordinance or the Indenture, and the sole remedy under this Agreement in the event of any failure of the Village to comply with this Agreement shall be an action to compel performance.

7. **AMENDMENTS; WAIVER.** Notwithstanding any other provision of this Agreement, the Village by ordinance or resolution authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a “no-action” letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the Village, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the Village (such as Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Reportable Events Disclosure to be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the Village shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

8. **TERMINATION OF UNDERTAKING.** The Undertaking of the Village and the Dissemination Agent shall be terminated hereunder if the Village shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Ordinance and the Indenture. The Village shall or cause the Dissemination Agent to give notice to EMMA in a timely manner if this Section is applicable.

9. **DISSEMINATION AGENT.** The Village may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

10. **ADDITIONAL INFORMATION.** Nothing in this Agreement shall be deemed to prevent the Village from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If the Village chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the Village shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

11. **BENEFICIARIES.** This Agreement has been executed in order to assist the Participating Underwriters in complying with the Rule; however, this Agreement shall inure solely to the benefit of the Village, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

12. **RECORDKEEPING.** The Village shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

13. **ASSIGNMENT.** The Village shall not transfer its obligations under the Ordinance unless the transferee agrees to assume all obligations of the Village under this Agreement or to execute an Undertaking under the Rule.

14. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State.

VILLAGE OF HAMPSHIRE
Kane County, Illinois

By: _____
Village President

AMALGAMATED BANK OF CHICAGO
as Dissemination Agent

By: _____
Its Authorized Officer

Date: _____, 2017

EXHIBIT I
ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED
FINANCIAL STATEMENTS

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in a Final Official Statement, the Final Official Statement must be available on EMMA; the Final Official Statement need not be available from the Commission. The Village shall clearly identify each such item of information included by reference.

“*Annual Financial Information*” is defined in the Official Statement, being its Annual Financial Information, meaning:

(a) statements and tables in the Official Statement contained under the captions “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2017 BONDS – Value to Lien Ratio” “– Representative Property Taxes” and “– Historical Special Tax Collections and Delinquencies”; (b) as defined and described in the Official Statement, the SSA administration report prepared by the Consultant showing the Special Taxes received, all disbursements from the Funds and Accounts administered by the Trust Indenture, including the balances in all Funds and Accounts relating to the Series 2017 Bonds and the Special Services as of the end of such fiscal year, the collection of taxes, delinquencies, tax sales and foreclosures; (c) the duly adopted annual budget of the Village (including any supplementary budgets), submitted within 30 days after its adoption; and (d) reports setting forth any delinquencies in the payment of the Special Taxes as of July 1 and October 1 of each year, submitted within 30 days after each such date.

Annual Financial Information exclusive of Audited Financial Statements will be submitted to EMMA by 210 days after the last day of the Village’s fiscal year (currently April 30), beginning with the fiscal year ended April 30, 2017. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, Audited Financial Statements will be submitted to EMMA within 30 days after availability to the Village.

Audited Financial Statements will be prepared in accordance with the accounting principles described in the Official Statement.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the Village will disseminate a notice of such change as required by Section 4.

EXHIBIT II
EVENTS WITH RESPECT TO THE BONDS
FOR WHICH REPORTABLE EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to the rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the Village¹
13. The consummation of a merger, consolidation, or acquisition involving the Village or the sale of all or substantially all of the assets of the Village, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

¹ This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Village in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Village, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Village.

EXHIBIT III
\$ _____
SPECIAL SERVICE AREA NUMBER 14 SPECIAL TAX REFUNDING BONDS, SERIES 2017
(LAKEWOOD CROSSING SUBDIVISION)

CUSIP NUMBERS

Maturity

CUSIP Number (_____)

28867197.3\137714-00008

TRUST INDENTURE

Between

VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

and

AMALGAMATED BANK OF CHICAGO

as Trustee

Dated as of _____, 2017

\$ _____

**VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
SPECIAL SERVICE AREA NUMBER 14
SPECIAL TAX REFUNDING BONDS, SERIES 2017
(LAKEWOOD CROSSING SUBDIVISION)**

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EXHIBITS

Exhibit A Legal Description of Special Service Area

Exhibit B Form of Bond

Exhibit C Form of Satisfaction of Tax Lien

Exhibit D Form of Costs of Issuance Disbursement Request

TRUST INDENTURE

THIS TRUST INDENTURE (the "**Indenture**") is made and entered into as of _____, 2017, by and between the Village of Hampshire, Kane County, Illinois, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Illinois (the "**Village**"), and Amalgamated Bank of Chicago, a _____, as Trustee (the "**Trustee**").

WITNESSETH:

WHEREAS, by Ordinance No. 06-11 adopted on April 20, 2006 (the "**Establishing Ordinance**") the Village has established the "Village of Hampshire Special Service Area Number 14" as further described in Exhibit A to this Indenture (the "**Special Service Area**"); and

WHEREAS, pursuant to Ordinance No. 06-12 adopted on April 20, 2006 (the "**Series 2006 Bond Ordinance**") and pursuant to the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq. (the "**Special Service Area Act**") it was determined in the best interests of the Village to issue not to exceed \$13,000,000 principal amount of the Village of Hampshire Special Service Area Number 14 Special Tax Bonds, Series 2006 (Lakewood Crossing Subdivision) (the "**Series 2006 Bonds**" or "**Prior Bonds**") for the purpose of providing a portion of the funds needed for costs of the Special Services (defined below); and

WHEREAS, pursuant to the Series 2006 Bond Ordinance and a Trust Indenture dated August 1, 2006 between the Village and the Trustee (the "**Prior Indenture**"), the Village issued \$12,000,000 aggregate principal amount of the Prior Bonds, \$ _____ of which are currently outstanding; and

WHEREAS, pursuant to Ordinance No. 17-__-__ adopted at a meeting held on _____, 2017 and a Bond Order executed pursuant thereto (the "**Bond Ordinance**") and pursuant to the Special Service Area Act it was determined in the best interests of the Village to issue not to exceed \$12,250,000 aggregate principal amount of the Village of Hampshire, Kane County, Illinois Special Service Area Number 14 Special Tax Refunding Bonds, Series 2017 (Lakewood Crossing Subdivision) (the "**Series 2017 Bonds**") for the purpose of refunding the Series 2006 Bonds; and

WHEREAS, the Bond Ordinance authorized the Village President and Village Clerk to establish certain specific terms of the Series 2017 Bonds by executing and delivering a Bond Purchase Agreement with the Purchaser (defined below); and

WHEREAS, pursuant to the terms so established the Village will issue \$ _____ principal amount of Series 2017 Bonds upon the terms specified in this Indenture; and

WHEREAS, it is in the public interest and for the benefit of the Village, the Special Service Area and the owners of the Series 2017 Bonds that the Village enter into this Indenture to provide for the issuance of the Series 2017 Bonds, the disbursement of proceeds of the Series 2017 Bonds, the deposit of the special taxes levied pursuant to the Bond Ordinance securing the Series 2017 Bonds, and the administration and payment of the Series 2017 Bonds; and

WHEREAS, all things necessary to cause the Series 2017 Bonds, when executed by the Village and issued as provided in the Special Service Area Act, the Local Government Debt Reform Act (as defined below), the Bond Ordinance and this Indenture, to be legal, valid and binding and special obligations of the Village in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Indenture and the creation, authorization, execution and issuance of the Series 2017 Bonds, subject to the terms of this Indenture, have in all respects been duly authorized;

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Village in consideration of the premises, the acceptance by the Trustee of the trusts created hereby and the purchase and acceptance of the Series 2017 Bonds by the owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Series 2017 Bonds according to their tenor and effect, and to secure the performance and observance by the Village of all the covenants expressed or implied herein and in the Series 2017 Bonds, does hereby pledge and assign, and grant a security interest in, the following (the "**Trust Estate**") to Amalgamated Bank of Chicago, as Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Village hereinafter set forth;

GRANTING CLAUSE FIRST

All right, title and interest of the Village in and to the Special Taxes and any monies held under this Indenture by the Trustee, including the proceeds of the Series 2017 Bonds and the interest, profits and other income derived from the investment thereof other than amounts held by the Trustee in the Administrative Expense Fund, the Special Reserve Fund and the Rebate Fund;

GRANTING CLAUSE SECOND

All funds, monies, property and security and any and all other rights and interests in property whether tangible or intangible from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Series 2017 Bonds by the Village or by anyone on its behalf or with its written consent to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

TO HAVE AND TO HOLD, all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trust herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Series 2017 Bonds from time to time issued under and secured by this Indenture without privilege,

priority or distinction as to the lien or otherwise of any of the Series 2017 Bonds over any of the other Series 2017 Bonds (except as otherwise provided herein);

PROVIDED, HOWEVER, that if the Village, its successors or assigns, shall pay, or cause to be paid, the principal of, premium, if any, and interest on the Series 2017 Bonds due or to become due thereon, at the times and in the manner mentioned in the Series 2017 Bonds according to the true intent and meaning thereof, and shall cause the payments to be made on the Series 2017 Bonds as required under this Indenture, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon and shall cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid all sums of money due or to become due in accordance with the terms and provisions hereof, then upon the final payment thereof, this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Series 2017 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, and amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the Village has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective owners of the Series 2017 Bonds as follows:

ARTICLE I STATUTORY AUTHORITY AND DEFINITIONS

Section 1.1 Authority for this Indenture. This Indenture is entered into pursuant to the powers of the Village pursuant to Part 6 of Section 7 of Article VII of the 1970 Constitution of the State of Illinois and pursuant to the respective provisions of the Special Service Area Act, the Local Government Debt Reform Act and the Bond Ordinance.

Section 1.2 Agreement for Benefit of Owners of the Series 2017 Bonds. The provisions, covenants and agreements to be performed by or on behalf of the Village under this Indenture shall be for the equal benefit, protection and security of the Bondholders except as otherwise expressly provided herein. All of the Series 2017 Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Series 2017 Bonds over any other of the Series 2017 Bonds, except as expressly provided in or permitted by this Indenture. The Trustee may become the owner of any of the Series 2017 Bonds in its own or any other capacity with the same rights it would have if it were not the Trustee.

Section 1.3 Definitions. Unless the context otherwise requires, the terms defined in this **Section 1.3** shall, for all purposes of the Indenture, of any Supplemental Indenture, and of any certificate, opinion or other document mentioned in this Indenture, have the meanings specified below. All references in this Indenture to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture, and the words

“herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision of this Indenture.

“**Administrative Expenses**” means the following actual or reasonably estimated costs permitted in accordance with the Special Service Area Act and directly related to the administration of the Special Service Area and the Series 2017 Bonds as determined by the Village or the Consultant on its behalf; the costs of obtaining or maintaining a rating on the Series 2017 Bonds; the costs of computing the Special Taxes and of preparing the annual Special Taxes collection schedules; the costs of collecting the Special Taxes (whether by the Village, the County or otherwise), the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee and any fiscal agent (including its legal counsel) in the discharge of the duties required of it under this Indenture or any trustee or fiscal agent agreement; the fees and expenses of any Bond Insurer required to be paid by the Village to the Bond Insurer pursuant to the provisions of this Indenture, the fees of any rating agency providing a rating on the Series 2017 Bonds the costs of the Rebate Consultant; the costs of the Village or its designee in complying with disclosure requirements of applicable federal and state securities laws and of the Special Service Area Act, including, but not limited to, public inquiries regarding the Special Taxes; the costs associated with the release of funds from any escrow account; any termination payments owed by the Village in connection with any guaranteed investment contract, forward purchase agreement or other investment of funds held under the Indenture; and amounts advanced by the Village for any other administrative purposes of the Special Service Area, including the costs of prepayment of Special Taxes, recordings related to the prepayment, discharge or satisfaction of Special Taxes; the costs of commencing foreclosure and pursuing collection of delinquent Special Taxes and the reasonable fees of legal counsel of the Village incurred in connection with the foregoing.

“**Administrative Expense Fund**” means the fund by that name established pursuant to Section 7.4 of this Indenture.

“**Authorized Denomination**” means denominations of \$5,000 and integral multiples of \$1,000 in excess thereof.

“**Authorized Officer**” means the Village President, the Finance Director or any other officer designated as such pursuant to a certificate of the Village President delivered to the Trustee.

“**Beneficial Owner**” means, when the Series 2017 Bonds are in a book-entry system, any person who acquires a beneficial ownership interest in a Bond held by DTC. For purposes of the Sections of this Indenture requiring notice to or communications with Beneficial Owners (including, without limitation, **Section 10.9**) the Trustee, the Bond Registrar and the Village shall be entitled to treat as Beneficial Owners only such persons or entities that provide notice of their beneficial ownership of the Series 2017 Bonds in writing to the Trustee and the Village at least three Business Days prior to the date upon which any notice or communication must be given by the Trustee, the Bond Registrar or the Village under this Indenture. Such notice shall be in form together with evidence of beneficial ownership satisfactory to the Trustee, the Bond Registrar and the Village and shall include the name of the Beneficial Owner, the address of the Beneficial Owner (which shall also include a delivery address if a post office box is given) and

the principal amount of Series 2017 Bonds in which the Beneficial Owner has a beneficial ownership interest. The Trustee, the Bond Registrar and the Village may rely on any notice so given until such time as it is revoked or amended by subsequent written notice to the Trustee and the Village.

“**Bond and Interest Fund**” means the fund by that name established pursuant to **Section 7.1** of this Indenture.

“**Bond Insurance Policy**” means the insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2017 Bonds when due.

“**Bond Insurer**” means _____, a New York stock insurance company, or any successor thereto or assignee thereof.

“**Bond Registrar**” means Amalgamated Bank of Chicago and its successors or assigns.

“**Bondholder**” means the person in whose name such Series 2017 Bond is registered in the bond register maintained by the Bond Registrar.

“**Business Day**” means a day on which banks in Chicago, Illinois and New York, New York are open to transact business.

“**Code**” means the Internal Revenue Code of 1986, as amended and the regulations promulgated pursuant to the Code and any successor to such Code.

“**Consultant**” means David Taussig & Associates, Inc., Newport Beach, California and its successors and assigns or any other firm selected by the Village to assist it in administering the Special Service Area and the extension and collection of Special Taxes pursuant to the Special Tax Roll and Report.

“**Consulting Services Agreement**” means the Agreement for Consulting Services between the Village and the Consultant.

“**Continuing Disclosure Agreement**” means the Continuing Disclosure Agreement between the Village and the Dissemination Agent named therein relating to the Series 2017 Bonds.

“**Corporate Authorities**” means the President and Board of Trustees of the Village.

“**Costs of Issuance Account**” means the account by that name established pursuant to Section 7.4 of this Indenture.

“**County**” means The County of Kane, Illinois.

“**Defeasance Securities**” means any bond or other obligations not subject to redemption or prepayment which, as to both principal and interest, constitute direct obligations of, or the timely payment of which are unconditionally guaranteed by, the United States of America, and

any certificates or any other evidences of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in this definition.

“**Depository Participant**” shall have the meaning given that term in **Section 2.10** of this Indenture.

“**Dissemination Agent**” initially means Amalgamated Bank of Chicago, Chicago, Illinois as Dissemination Agent under the Continuing Disclosure Agreement, and any successor appointed in accordance with the terms of the Continuing Disclosure Agreement.

“**DTC**” means The Depository Trust Company, New York, New York.

“**Establishing Ordinance**” means Ordinance No. 06-11 adopted on April 20, 2006 by the Corporate Authorities.

“**Event of Default**” shall have the meaning given that term in **Section 9.1** of this Indenture.

“**Foreclosure Proceeds**” means the proceeds of any redemption or sale of property in the Special Service Area sold as the result of a foreclosure action of the lien of the Special Taxes.

“**Government Securities**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of the United States of America and all securities and obligations, the prompt payment of principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America.

“**Indenture**” means this Trust Indenture dated as of _____, 2017 between the Village and the Trustee, as amended and supplemented from time to time.

“**Indirect Participant**” shall have the meaning given that term in **Section 2.10** of this Indenture.

“**Interest Payment Date**” means March 1 and September 1 of each year, commencing on September 1, 2017.

“**Letter of Representations**” means the Blanket Issuer Letter of Representations dated _____, 20__ from the Village to DTC, as amended from time to time.

“**Local Government Debt Reform Act**” means the Local Government Debt Reform Act, 30 ILCS §350/1 et seq., as amended.

“**Maximum Parcel Special Tax**” shall have the meaning given that term in the Special Tax Roll and Report.

“**Moody’s**” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and if such corporation shall be dissolved or consolidated or shall no longer perform the functions of a securities rating

agency. “**Moody’s**” shall refer to such other nationally recognized securities rating agency designated by the Village to the Trustee.

“**Parcel**” shall have the meaning given that term in the Special Tax Roll and Report.

“**Penalty**” shall have the meaning given that term in **Section 8.1(c)** of this Indenture.

“**Principal Prepayment Amount**” means the “**Special Tax Bond Prepayment**” as defined in the Special Tax Roll and Report.

“**Prior Bonds**” or “**Series 2006 Bonds**” means the Village’s Special Service Area Number 14 Special Tax Bonds, Series 2006 (Lakewood Crossing Subdivision).

“**Purchase Contract**” means the Bond Purchase Agreement dated _____, 2017 between the Purchaser and the Village.

“**Purchaser**” means William Blair & Company, L.L.C.

“**Qualified Investments**” means, to the extent permitted by then applicable Illinois and Village law, the following:

(a) Government Securities;

(b) bonds, notes, debentures, or other similar obligations of the United States of America or its agencies in the highest general classification established by a rating service of nationally recognized expertise in rating such obligations, including (i) federal land banks, federal intermediate credit banks, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 (12 U.S.C. 2001 et seq.); (ii) the federal home loan banks and the federal home loan mortgage corporation; and (iii) any other agency created by Act of Congress;

(c) interest bearing obligations of any county, township, city, village, incorporated Village, municipal corporation or school district, which obligations are registered in the name of the Village or held under a custodial agreement at a bank, if such obligations at the time of purchase are in one of the two highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions;

(d) interest bearing certificates of deposit, interest bearing savings accounts, interest bearing time deposits, or other investments constituting direct obligations of any bank as defined by the Illinois Banking Act which are insured by the Federal Deposit Insurance Corporation;

(e) repurchase agreements of Government Securities which are subject to the Government Securities Act of 1986. The Government Securities, unless registered or inscribed in the name of the Village, shall be purchased through banks or trust companies authorized to do business in the State of Illinois;

(f) short-term obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase in one of the three highest rating categories by at least two standard rating services and which mature not later than 180 days from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations and (iii) no more than one-third of the Village's funds are invested in short-term obligations of such corporation as evidenced by a certificate from an Authorized Officer; and

(g) money market mutual funds registered under the Investment Company Act of 1940 as amended (including those of an affiliate of the Trustee or for which the Trustee or any of its affiliates provides management advisory or other services) invested solely in obligations listed in paragraph (a) and (b) above and in agreements to repurchase such obligations;

together with such other investments as shall from time to time be lawful for the investment of Village funds and shall be approved by the holders of fifty-one percent (51%) of aggregate principal amount of bonds outstanding; provided that "**Qualified Investments**" shall not include a financial instrument, commonly known as a "derivative," whose performance is derived, at least in part, from the performance of any underlying asset, including, without limitation, futures, options on securities, options on futures, forward contracts, swap agreements, structured notes and participations in pools of mortgages or other assets.

"**Rebate Consultant**" means an entity selected by the Village expert in the calculation of rebate amounts pursuant to Section 148 of the Internal Revenue Code of 1986, as amended. If at any time the Rebate Consultant resigns or is removed, and the Village shall not have appointed a successor within 30 days, the Rebate Consultant shall be an entity selected by the Trustee.

"**Rebate Fund**" means the fund by that name established pursuant to **Section 7.5** of this Indenture.

"**Rebate Requirement**" shall have the meaning given that term in **Section 8.1(b)** of this Indenture.

"**Record Date**" means the fifteenth day of the month preceding an Interest Payment Date.

"**Reserve Fund**" means the fund by that name created pursuant to **Section 7.2** of this Indenture.

"**Reserve Fund Credit**" shall have the meaning given that term in **Exhibit B** of the Special Tax Roll and Report.

"**Reserve Requirement**" means \$_____, as such amount may be reduced by the amount of Reserve Fund Credits transferred to the Special Redemption Account in connection with a redemption of the Series 2017 Bonds from prepayments as set forth in **Section 7.1(d)** of this Indenture.

“**Series 2017 Bonds**” means the Village’s Special Service Area Number 14 Special Tax Refunding Bonds, Series 2017 (Lakewood Crossing Subdivision) in the aggregate principal amount of \$ _____.

“**Special Redemption Account**” means the account by that name established pursuant to **Section 7.1** of this Indenture.

“**Special Reserve Fund**” means the fund by that name created pursuant to **Section 7.3** of this Indenture.

“**Special Reserve Fund Credit**” means, with respect to each Parcel, the difference between (A) the amount of the “**Principal**” for such Parcel calculated in accordance with **Exhibit B** of the Special Tax Roll and Report and (B) the amount of “**Principal**” for such Parcel calculated in accordance with **Exhibit B** of the Special Tax Roll and Report if the Series 2006 Bonds remained outstanding and the Series 2017 Bonds were not issued, as determined by the Consultant. Such amount shall be credited against the prepayment amount.

“**Special Reserve Fund Requirement**” means an amount equal to \$ _____ to fund Special Reserve Fund Credits for possible prepayments.

“**Special Service Area**” means Village of Hampshire Special Service Area Number 14 (Lakewood Crossing Subdivision), described more fully in **Exhibit A** to this Indenture.

“**Special Service Area Act**” means the Special Service Area Tax Law, 35 ILCS §200/27-5 et seq., as amended.

“**Special Services**” means the improvements benefiting the Special Service Area consisting of new construction, maintenance and other purposes including, but not limited to, streets (including curbs, gutters, intersection improvements, traffic signalization), water and sanitary sewer collection and distribution lines, detention basins, and certain grading and landscaping and related appurtenances and all electrical, mechanical or other services necessary, useful or advisable to such design, installation, construction and maintenance to support the construction by Lakewood Homes Inc. of the Lakewood Crossing Development, consisting of 274 single family homes and 264 duplex houses on 132 lots.

“**Special Taxes**” means the taxes levied by the Village on all taxable real property within the Special Service Area pursuant to the Special Tax Roll and this Indenture.

“**Special Tax Requirement**” means the “**Special Tax Requirement**” as defined in the Special Tax Roll and Report, provided that credit may be given for any amounts on deposit in the Funds and Accounts created by this Indenture and available to pay the Special Tax Requirement.

“**Special Tax Roll**” means the special tax roll for the payment of the Series 2017 Bonds established and amended from time to time pursuant to the Special Tax Roll and Report.

“**Special Tax Roll and Report**” means the Village of Hampshire Special Service Area Number 14 Special Tax Roll and Report prepared by the Consultant.

“**Supplemental Indenture**” means an indenture adopted by the Corporate Authorities of the Village as provided in Article XI hereof which amends or supplements this Indenture.

“**Tax Agreement**” or “**Tax Agreements**” means the Non-Arbitrage and Tax Compliance Certificate of the Village dated the date of issuance and delivery of the Series 2017 Bonds, as amended from time to time.

“**Trustee**” means Amalgamated Bank of Chicago, Chicago, Illinois and its successors and assigns.

“**Village**” means the Village of Hampshire, Kane County, Illinois.

ARTICLE II BOND DETAILS

Section 2.1 Purpose of Issuance; Amount of Series 2017 Bonds. The sum of \$ _____ shall be borrowed by the Village pursuant to the Special Service Area Act and the Local Government Debt Reform Act for the purpose of (i) refunding the Prior Bonds, the proceeds of which Prior Bonds were used to fund a portion of the costs of the Special Services, (ii) funding the costs of the Village in connection with the issuance of the Series 2017 Bonds, and (iii) funding deposits to the Reserve Fund. In evidence of such borrowing, Series 2017 Bonds in the aggregate principal amount of \$ _____ shall be issued as provided in this Indenture.

Section 2.2 Form; Denominations; Numbers. The Series 2017 Bonds shall be issued only in fully registered form without coupons in the denominations of \$5,000 and integral multiples of \$1,000 in excess of that sum. The Series 2017 Bonds shall be designated “Special Service Area Number 14 Special Tax Refunding Bonds, Series 2017 (Lakewood Crossing Subdivision)” and shall be numbered consecutively from R-1 upward but need not be authenticated or delivered in consecutive order.

Section 2.3 Date of Series 2017 Bonds; CUSIP Identification Numbers. The Series 2017 Bonds shall be dated as of the date of delivery of the Series 2017 Bonds to the Purchaser upon original issuance. CUSIP identification numbers shall be imprinted on the Series 2017 Bonds, provided that any failure on the part of the Village or the Trustee to use such CUSIP numbers in any notice to any Bondholders shall not constitute an Event of Default or any violation of the Village’s contract with such Bondholders and shall not impair the effectiveness of such notice.

Section 2.4 Maturities; Interest Rates. The Series 2017 Bonds shall mature and become payable on March 1 in the years and in the amounts and shall bear interest at the rates set forth below:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2022	\$	_____%
2027		_____%
2032		_____%

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2036		_____ %

Section 2.5 Interest. The Series 2017 Bonds shall bear interest at the rate set forth in **Section 2.4** payable on the Interest Payment Dates in each year with the first Interest Payment Date, being September 1, 2017. Interest on the Series 2017 Bonds shall be calculated on the basis of a 360 day year composed of twelve 30-day months. Each Series 2017 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of such Series 2017 Bond unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from its dated date; provided, however, that if at the time of authentication of a Series 2017 Bond, interest is in default on such Series 2017 Bond, such Series 2017 Bond shall bear interest from the Interest Payment Date to which interest had previously been paid or made available for payment on such Series 2017 Bond.

Section 2.6 Form of Series 2017 Bonds; Execution; Authentication. The Series 2017 Bonds shall be in substantially the form set forth in **Exhibit B** to this Indenture. Each Series 2017 Bond shall be executed by the manual or facsimile signature of the President and the manual or facsimile signature of the Village Clerk and shall have the corporate seal of the Village affixed to it (or a facsimile of that seal printed on it). The President and the Village Clerk (if they have not already done so) are authorized and directed to file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signatures of Public Officials Act, as amended, which shall authorize the use of their facsimile signatures to execute the Series 2017 Bonds. Each Series 2017 Bond so executed shall be as effective as if manually executed. In case any officer of the Village whose signature or a facsimile of whose signature shall appear on the Series 2017 Bonds shall cease to be such officer before authentication and delivery of any of the Series 2017 Bonds, that signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

No Series 2017 Bond shall be valid for any purpose unless and until a certificate of authentication on that Bond substantially in the form set forth in the bond form in **Exhibit B** to this Indenture shall have been duly executed by the Trustee appointed by this Indenture as authenticating agent of the Village. Execution of that certificate upon any Series 2017 Bond shall be conclusive evidence that the Series 2017 Bond has been authenticated and delivered under this Indenture.

Section 2.7 Payment of the Series 2017 Bonds. The Series 2017 Bonds shall be payable in lawful money of the United States at the office of the Trustee. The principal of each Series 2017 Bond shall be payable at maturity upon presentment of the Series 2017 Bond at the office of the Trustee. Interest on each Series 2017 Bond shall be payable on each Interest Payment Date by check or draft of the Trustee mailed to the person in whose name that Series 2017 Bond is registered on the books of the Bond Registrar at the close of business on the

Record Date. During such time as the Series 2017 Bonds are registered so as to participate in a securities depository system with DTC, principal of and interest and redemption premium on each Bond shall be payable by wire transfer pursuant to instructions from DTC.

Section 2.8 Appointment of Trustee. Amalgamated Bank of Chicago is appointed Trustee, Paying Agent and Bond Registrar for the Series 2017 Bonds.

Section 2.9 Registration of Series 2017 Bonds; Persons Treated as Owners. The Series 2017 Bonds shall be negotiable, subject to the following provisions for registration and registration of transfer. The Village shall maintain books for the registration of the Series 2017 Bonds at the office of the Bond Registrar. Each Series 2017 Bond shall be fully registered on those books in the name of its owner, as to both principal and interest. Transfer of each Series 2017 Bond shall be registered only on those books upon surrender of that Bond to the Bond Registrar by the registered owner or his or her attorney duly authorized in writing together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney. Upon surrender of a Series 2017 Bond for registration of transfer, the Village shall execute, the Trustee shall authenticate, and the Bond Registrar shall deliver, in the name of the transferee, one or more new Series 2017 Bonds of the same aggregate principal amount and of the same maturity as the Series 2017 Bond surrendered.

Series 2017 Bonds may be exchanged, at the option of the registered owner, for an equal aggregate principal amount of Series 2017 Bonds of the same maturity of any other Authorized Denominations, upon surrender of those Series 2017 Bonds at the office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney.

In all cases in which the privilege of exchanging or transferring Series 2017 Bonds is exercised, the Village shall execute, the Trustee shall authenticate, and the Bond Registrar shall deliver, Series 2017 Bonds in accordance with the provisions of this Indenture. All Series 2017 Bonds surrendered in any exchange or transfer shall be canceled immediately by the Bond Registrar.

For every exchange or registration of transfer of Series 2017 Bonds, the Village or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge, other than one imposed by the Village, required to be paid with respect to that exchange or registration of transfer, and payment of that charge by the person requesting exchange or registration of transfer shall be a condition precedent to that exchange or registration of transfer. No other charge may be made by the Village or the Bond Registrar as a condition precedent to exchange or registration of transfer of any Series 2017 Bond.

The Bond Registrar shall not be required to exchange or register the transfer of any Bond following the close of business on the 15th day of the month preceding any Interest Payment Date on such Series 2017 Bond, nor to transfer or exchange any Series 2017 Bond after notice calling such Series 2017 Bond for redemption has been mailed, nor during a period of 15 days next preceding mailing of a notice of redemption of any Series 2017 Bonds.

The Village, the Trustee and the Bond Registrar may treat the registered owner of any Series 2017 Bond as its absolute owner, whether or not that Series 2017 Bond is overdue, for the purpose of receiving payment of the principal of or interest on that Series 2017 Bond and for all other purposes, and neither the Village, the Bond Registrar nor the Trustee shall be affected by any notice to the contrary. Payment of the principal of and interest on each Series 2017 Bond shall be made only to its registered owner, and all such payments shall be valid and effective to satisfy the obligation of the Village on that Series 2017 Bond to the extent of the amount paid.

Section 2.10 Global Form; Securities Depository. It is intended that the Series 2017 Bonds be registered so as to participate in a securities depository system with DTC, as set forth herein. The Series 2017 Bonds shall be initially issued in the form of a single fully registered bond for each of the maturities as established in **Section 2.4** of this Indenture. Upon initial issuance, the ownership of the Series 2017 Bonds shall be registered in the name of Cede & Co., or any successor thereto, as nominee for DTC. The Village and the Trustee are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the securities depository system of DTC, including the Letter of Representations. With respect to Series 2017 Bonds registered in the name of Cede & Co., as nominee of DTC, the Village, the Bond Registrar and the Trustee shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Series 2017 Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “**Depository Participant**”) or to any person on behalf of whom such a Depository Participant holds an interest in the Series 2017 Bonds (each such person being herein referred to as an “**Indirect Participant**”). Without limiting the immediately preceding sentence, the Village, the Bond Registrar and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to the ownership interest in the Series 2017 Bonds, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a Series 2017 Bond, of any notice with respect to the Series 2017 Bonds, including any notice of redemption or (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a Series 2017 Bond, of any amount with respect to principal of, premium, if any, or interest on, the Series 2017 Bonds. Notwithstanding the foregoing, the Village, the Bond Registrar and the Trustee shall have those obligations and responsibilities set forth in this Indenture with respect to Beneficial Owners who have provided notice of their beneficial ownership to the Village, the Bond Registrar and the Trustee as set forth in the definition of Beneficial Owner. While in the securities depository system of DTC, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Series 2017 Bond certificate with respect to any Series 2017 Bond. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Indenture with respect to the payment of interest by the mailing of checks or drafts to the registered owners of Series 2017 Bonds at the close of business on the record date applicable to any interest payment date, the name “Cede & Co.” in this Indenture shall refer to such new nominee of DTC.

In the event that (a) the Trustee determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the Letter of Representations shall be terminated for any reason or (c) the Village determines that it is in the best interests of the Beneficial Owners of the Series 2017 Bonds that they be able to obtain

certificated Series 2017 Bonds, the Village shall notify DTC of the availability through DTC of Bond certificates and the Series 2017 Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Village may determine that the Series 2017 Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Village or such depository's agent or designee, and if the Village does not select such alternate securities depository system then the Series 2017 Bonds may be registered in whatever name or names registered owners of Series 2017 Bonds transferring or exchanging Series 2017 Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provisions of this Indenture to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Series 2017 Bonds and all notices with respect to the series shall be made and given, respectively, in the manner provided in the Letter of Representations.

**ARTICLE III
NO ADDITIONAL BONDS**

Section 3.1 No Additional Bonds. The Village may not issue additional bonds under this Indenture other than bonds issued to refund the Series 2017 Bonds.

**ARTICLE IV
REDEMPTION OF SERIES 2017 BONDS**

Section 4.1 Mandatory Sinking Fund Redemption. The Series 2017 Bonds maturing March 1, 2022 and bearing interest at _____% per annum are subject to mandatory sinking fund redemption and final payment at a price of par plus accrued interest, without premium, on March 1, of the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>
2018	\$
2019	
2020	
2021	
2022 (maturity)	

The Series 2017 Bonds maturing March 1, 2027 and bearing interest at _____% per annum are subject to mandatory sinking fund redemption and final payment at a price of par plus accrued interest, without premium, on March 1, of the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>
2023	\$
2024	
2025	
2026	
2027 (maturity)	

The Series 2017 Bonds maturing March 1, 2032 and bearing interest at ____% per annum are subject to mandatory sinking fund redemption and final payment at a price of par plus accrued interest, without premium, on March 1, of the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>
2028	\$
2029	
2030	
2031	
2032 (maturity)	

The Series 2017 Bonds maturing March 1, 2036 and bearing interest at ____% per annum are subject to mandatory sinking fund redemption and final payment at a price of par plus accrued interest, without premium, on March 1, of the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>
2033	\$
2034	
2035	
2036 (maturity)	

The Village covenants that it will redeem the Series 2017 Bonds pursuant to the mandatory sinking fund redemption requirements for the Series 2017 Bonds to the extent amounts are on deposit in the Bond and Interest Fund. Proper provision for mandatory redemption having been made, the Village covenants that the Series 2017 Bonds so selected for redemption shall be payable upon redemption and taxes have been levied and will be collected as provided herein and in the Bond Ordinance for such purposes.

The foregoing mandatory sinking fund requirements are subject to adjustment as described in **Sections 4.2, 4.3 and 4.4.**

Section 4.2 Optional Redemption. The Series 2017 Bonds maturing on or after March 1, 2028 are subject to optional redemption prior to maturity at the option of the Village, in whole or in part, on any date on or after March 1, 2027, at a redemption price of par; plus accrued and unpaid interest to the date of redemption.

Any optional redemption of Series 2017 Bonds in part shall be applied, to the extent possible, to reduce pro rata the amount of Series 2017 Bonds required to be paid at maturity and to be redeemed by mandatory sinking fund redemption pursuant to **Section 4.1** of this Indenture,

and so as to maintain the proportion of principal maturing and subject to mandatory sinking fund redemption in each year to the total original principal amount of Series 2017 Bonds.

Section 4.3 Mandatory Redemption Upon Condemnation.

(a) The Series 2017 Bonds are subject to mandatory redemption on any date, in part, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium, from amounts in the Special Redemption Account consisting of the proceeds received by the Village in connection with a condemnation of any of the Special Services or any other property dedicated to, or owned by, the Village within the Special Service Area and allocable to the Series 2017 Bonds as determined by the Consultant and which proceeds are not used by the Village to rebuild the Special Services.

Any mandatory redemption of the Series 2017 Bonds pursuant to this **Section 4.3** shall be applied, to the extent possible, to reduce pro rata the amount of Series 2017 Bonds required to be paid at maturity and to be redeemed by mandatory sinking fund redemption pursuant to **Section 4.1** of this Indenture and so as to maintain the proportion of principal maturing and subject to mandatory sinking fund redemption in each year to the total original principal amount of the Series 2017 Bonds.

Section 4.4 Special Mandatory Redemption from Optional Prepayment of Special Taxes. The Series 2017 Bonds are also subject to mandatory redemption on any March 1, June 1, September 1 or December 1, in part, from amounts available for disbursement from the Special Redemption Account pursuant to **Section 7.1(d)** and from amounts transferred from the Special Reserve Fund and the Reserve Fund to the Special Redemption Account pursuant to **Section 7.1(d)**, at a redemption price (expressed as a percentage of the principal amount of the Series 2017 Bonds to be redeemed), as set forth below, together with accrued interest on such Series 2017 Bonds to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
On or prior to February 28, 2026	102%
March 1, 2026 through February 28, 2027	101
March 1, 2027 and thereafter	100

Any special mandatory redemption of the Series 2017 Bonds pursuant to this **Section 4.4** shall be applied, to the extent possible, to reduce pro rata the amount of Series 2017 Bonds required to be redeemed by mandatory sinking fund redemption pursuant to **Section 4.1** of this Indenture and paid at maturity and so as to maintain the proportion of principal maturing in each year and subject to mandatory sinking fund redemption to the total original principal amount of Series 2017 Bonds.

Section 4.5 Redemption Provisions; Notice of Redemption. If less than all the Series 2017 Bonds of any maturity are to be redeemed on any redemption date, the Bond Registrar appointed in this Indenture shall assign to each Series 2017 Bond of the maturity to be redeemed a distinctive number for each \$1,000 of principal amount of that Series 2017 Bond. The notice of redemption shall state that such redemption is subject to the irrevocable deposit of funds sufficient to redeem the Series 2017 Bonds to be redeemed on the redemption date. The Bond Registrar shall then select randomly from the numbers so assigned, using such method as it shall deem proper in its discretion, as many numbers as, at \$1,000 per number, shall equal the principal amount of Series 2017 Bonds of that maturity to be redeemed; provided that following any redemption, no Series 2017 Bond shall be outstanding in an amount less than the minimum Authorized Denomination except as necessary to effect the mandatory sinking fund redemption of Series 2017 Bonds as provided in Section 4.1 hereof.

Notice of the redemption of any Series 2017 Bonds, which by their terms shall have become subject to redemption, shall be given to the registered owner of each Bond or portion of a Bond called for redemption not less than 20 or more than 60 days before any date established for redemption of Series 2017 Bonds, by the Bond Registrar, on behalf of the Village, by first class mail sent to the registered owner's last address, if any, appearing on the registration books kept by the Bond Registrar. All notices of redemption shall include at least the designation, date and maturities of Series 2017 Bonds called for redemption, CUSIP Numbers, if available, and the date of redemption. In the case of a Series 2017 Bond to be redeemed in part only, the notice shall also specify the portion of the principal amount of the Series 2017 Bond to be redeemed. The mailing of the notice specified above to the registered owner of any Series 2017 Bond shall be a condition precedent to the redemption of that Series 2017 Bond, provided that any notice which is mailed in accordance with this Indenture shall be conclusively presumed to have been duly given whether or not the owner received the notice. The failure to mail notice to the owner of any Series 2017 Bond, or any defect in that notice, shall not affect the validity of the redemption of any other Series 2017 Bond for which notice was properly given.

Section 4.6 Purchase in Lieu of Redemption. In lieu of redemption as provided in this Article IV, moneys in the Bond and Interest Fund subject to the prior written consent of the Bond Insurer may be used and withdrawn by the Village for the purchase of outstanding Series 2017 Bonds, at public or private sale as and when, and at such prices (including brokerage and other charges) as the Village may provide, but in no event may Series 2017 Bonds be purchased at a price in excess of the principal amount of such Series 2017 Bonds, plus interest accrued to the date of purchase and any premium which would otherwise be due if such Series 2017 Bonds were to be redeemed in accordance with this Indenture.

ARTICLE V APPLICATION OF PROCEEDS AND OTHER AMOUNTS

Section 5.1 Application of Proceeds. The proceeds of the sale of the Series 2017 Bonds in the amount of \$ _____ which is net of underwriter's discount in the amount of \$ _____, shall be applied as follows immediately upon receipt of the purchase price:

- (a) The amount of \$ _____ shall be transferred to _____, as trustee for the Series 2006 Bonds, to be deposited into the Bond

and Interest Fund for such Bonds and used to currently refund the outstanding Series 2006 Bonds at a Redemption Price equal to 101% of the principal amount of bonds to be redeemed, plus all accrued interest thereon to the redemption date.

(b) The amount of \$ _____ shall be deposited in the Reserve Fund.

(c) The amount of \$ _____ shall be deposited in the Administrative Expense Fund.

(d) The amount of \$ _____ shall be deposited in the Costs of Issuance Account of the Administrative Expense Fund.

(e) The amount of \$ _____ shall be paid to the Bond Insurer, for the premium owed for the Bond Insurance Policy.

All amounts received upon the sale of the Series 2017 Bonds, together with all interest and other investment earnings on those amounts, are appropriated and set aside for the purposes for which the Series 2017 Bonds are being issued as set forth in this Indenture.

Section 5.2 Application of Other Amounts. The Trustee shall (i) transfer and deposit \$ _____ of amounts held in the Administrative Expense Fund for the Prior Bonds into the Administrative Expense Fund for the Series 2017 Bonds; (ii) transfer and deposit \$ _____ of amounts held in the Bond and Interest Fund for the Prior Bonds into the Special Reserve Fund for the Series 2017 Bonds; and (iii) transfer or retain, as the case may be, all amounts held in the Reserve Fund for the Prior Bonds (\$ _____), the Special Redemption Account for the Prior Bonds (\$ _____), the Improvement Fund for the Prior Bonds (\$ _____) and the remaining amounts in the Bond and Interest Fund (\$ _____) for the Prior Bonds to be applied to pay principal and interest due on the Prior Bonds on September 1, 2017 and the redemption price of the Prior Bonds on _____, 2017.

ARTICLE VI SECURITY FOR THE SERIES 2017 BONDS

Section 6.1 Limited Obligations. The Series 2017 Bonds shall constitute limited obligations of the Village, payable from the Special Taxes and other moneys deposited in the Funds and Accounts established pursuant to Article VII other than the Administrative Expense Fund, the Special Reserve Fund and the Rebate Fund. The Series 2017 Bonds shall not constitute general obligations of the Village and neither the full faith and credit nor the unlimited taxing power of the Village shall be pledged as security for payment of the Series 2017 Bonds.

Section 6.2 Levy of Special Taxes.

(a) Pursuant to the Bond Ordinance there have been levied Special Taxes upon all taxable real property within the Special Service Area subject to the Special Taxes sufficient to pay and discharge the principal of the Series 2017 Bonds at maturity or mandatory sinking fund redemption dates and to pay interest on the Series 2017 Bonds for each year at the interest rates set forth in **Section 2.4** of this Indenture, to pay the

estimated Administrative Expenses of the Village for each year and to replenish the Reserve Fund to an amount equal to the Reserve Requirement.

(b) The Village Clerk has been directed to file a certified copy of the Bond Ordinance, and an accurate map of the Special Service Area, with the County Clerk of the County of Kane. The Special Taxes shall be computed, extended and collected in accordance with the Special Tax Roll, and divided among all taxable real property within the Special Service Area in accordance with the terms of the Establishing Ordinance and the Special Tax Roll and Report. It shall be the duty of the Village and the Village hereby covenants, annually on or before the last Tuesday of December for each of the years 2017 through 2034 to calculate or cause the Consultant to calculate the Special Tax Requirement; to amend the Special Tax Roll pursuant to Section VI.E. of the Special Tax Roll and Report and provide the County tax collector with the amended Special Tax Roll; to adopt an ordinance approving the amount of the current levy year's Special Tax Requirement and abating the Special Taxes levied pursuant to the Bond Ordinance to the extent the taxes levied pursuant to the Bond Ordinance exceed the Special Tax Requirement as calculated by the Consultant pursuant to the Establishing Ordinance and the Special Tax Roll and Report and direct the County Clerk of Kane County to extend the Special Taxes for collection on the tax books against all of the taxable real property within the Special Service Area subject to the Special Taxes in connection with other taxes levied in each of such years for general Village purposes. In the event the Kane County Clerk refuses to extend the Special Taxes for collection, the Village shall bill and collect the Special Taxes directly. On or before the last Tuesday of January for each of the years 2018 through 2035 the Village shall notify the Trustee of the amount of the Special Tax Requirement and the amount of the Special Taxes to be abated. The Village shall take all actions which shall be necessary to provide for the levy, extension, collection and application of the taxes levied by the Bond Ordinance, including enforcement of such taxes by providing the County with such information as is deemed necessary to enable the County to include any property subject to delinquent Special Taxes in the County Collector's annual tax sale and in the event the tax lien is forfeited at such tax sale, by institution of foreclosure procedures as provided by law; provided, however, that the obligation to institute any foreclosure action against any taxpayer other than a taxpayer owning at least five percent (5%) of the property in the Special Service Area shall only arise in the event the Village makes the determination that the proceeds from the foreclosure action have a commercially reasonable expectation of exceeding the costs thereof.

(c) Upon receipt by the Trustee of any prepayment of Special Taxes in an amount calculated by the Consultant as being required pursuant to the Special Tax Roll and Report to satisfy the lien on a Parcel within the Special Service Area, the Village and the Trustee shall execute a Satisfaction of Tax Lien substantially in the form of Exhibit C hereto, appropriately completed and the Trustee shall deliver the Satisfaction of Tax Lien to be filed with the Recorder of Deeds of Kane County, Illinois. The Village shall deliver a copy of each such Satisfaction of Tax Lien to the property owner of record.

**ARTICLE VII
FUNDS AND ACCOUNTS**

Section 7.1 Bond and Interest Fund.

(a) There is hereby created and established with the Trustee a separate and special fund of the Village established exclusively for paying principal of, interest on and redemption premium on the Series 2017 Bonds and which shall be designated as “The Special Service Area Number 14 Special Tax Refunding Bonds, Bond and Interest Fund” (the “**Bond and Interest Fund**”). When collected, the Special Taxes, including amounts transferred to the Trustee from the Bond and Interest Fund created for the Series 2006 Bonds, and the Foreclosure Proceeds, including any interest and penalties collected in connection with such Special Taxes or Foreclosure Proceeds, shall be placed in the Bond and Interest Fund. The Village shall provide for the County to transmit directly to the Trustee for deposit to the Bond and Interest Fund any Special Taxes collected by the County. Moneys deposited in the Bond and Interest Fund and investments of the Bond and Interest Fund shall never be commingled with or loaned to any other funds of the Village. All interest and other investment earnings on the Bond and Interest Fund shall become, when received, a part of the Bond and Interest Fund.

(b) Amounts deposited in the Bond and Interest Fund are appropriated for and irrevocably pledged to, and shall be used solely for the purpose of, paying the principal of and interest and redemption premium on the Series 2017 Bonds, or for transfers to the Reserve Fund or the Administrative Expense Fund as permitted by paragraph (c) of this **Section 7.1** and by **Section 7.2**.

(c) At any time after September 1 but in no event later than December 1 of each year, the Trustee shall determine the amount needed to pay principal of and interest and redemption premium on the Series 2017 Bonds on the next succeeding Interest Payment Date. After the Trustee has determined that sufficient amounts are on deposit in the Bond and Interest Fund to pay principal of, interest on and redemption premium due on the Series 2017 Bonds on the next succeeding Interest Payment Date, the Trustee shall notify the Village and the Consultant of any excess amounts on deposit in the Bond and Interest Fund, and, at the written direction of the Village, shall transfer an amount from the Bond and Interest Fund to the Administrative Expense Fund which the Village has determined will be adequate, together with other amounts in the Administrative Expense Fund or reasonably expected to be transferred to or deposited in such Fund, to pay all Administrative Expenses during the succeeding calendar year. After making such transfer to the Administrative Expense Fund any excess amounts on deposit in the Bond and Interest Fund shall be transferred to the Reserve Fund to the extent necessary to replenish the Reserve Fund to the Reserve Requirement and thereafter any remaining excess shall be retained in the Bond and Interest Fund. The Trustee shall notify the Village and the Consultant of any such excess amounts on deposit in the Bond and Interest Fund. The Village, at its discretion, may apply a portion or all of such excess to reduce the Special Tax Requirement for the next succeeding levy year.

(d) There is hereby created within the Bond and Interest Fund established with the Trustee a separate account designated the “**Special Redemption Account.**” Amounts deposited in the Special Redemption Account shall be applied to the redemption of Series 2017 Bonds pursuant to Section 4.3 and Section 4.4 of this Indenture. All prepayments of the Special Taxes made in accordance with the Special Tax Roll and Report and condemnation proceeds received by the Village in connection with a condemnation of Special Services shall be deposited in the Special Redemption Account. Moneys in the Special Redemption Account shall be used exclusively to redeem Series 2017 Bonds pursuant to Section 4.3 or Section 4.4, as applicable, or to pay debt service on the Series 2017 Bonds pursuant to this Section 7.1. In the event of any optional prepayment of the Special Taxes, prior to giving notice of the redemption of Series 2017 Bonds in accordance with Section 4.4 of this Indenture, as applicable, the Trustee shall transfer from the Reserve Fund to the Special Redemption Account an amount equal to the Reserve Fund Credit and from the Special Reserve Fund (if possible) to the Special Redemption Account an amount equal to the Special Reserve Fund Credit, if any, upon the direction of the Consultant in accordance with the Special Tax Roll and Report. When the amount on deposit in the Special Redemption Account equals or exceeds \$1,000, such amount shall be used to redeem Series 2017 Bonds on the next March 1, June 1, September 1 or December 1 in accordance with Section 4.4 or Section 4.3, as applicable. On each such March 1, June 1, September 1 and December 1, the Trustee shall withdraw amounts, if any, from the Special Redemption Account and pay to the owners of the Series 2017 Bonds the amounts needed to redeem the Series 2017 Bonds pursuant to Section 4.4 or Section 4.3. Notwithstanding the foregoing, any amounts contained in the Special Redemption Account for a continuous period of thirty (30) months and which will not be used to redeem Series 2017 Bonds on the next March 1, June 1, September 1 or December 1 in accordance with the immediately preceding sentence and Section 4.4 or Section 4.3, as applicable, shall be used to pay debt service on the Series 2017 Bonds on the next Interest Payment Date. Any amounts contained in the Special Redemption Account on the final maturity date of the Series 2017 Bonds shall be used to pay outstanding debt service on the Series 2017 Bonds.

Section 7.2 Reserve Fund. There is hereby created and established with the Trustee a separate and special fund of the Village which shall be designated as “The Special Service Area Number 14 Special Tax Refunding Bonds, Reserve Fund” (the “**Reserve Fund**”), which must be maintained in an amount equal to the Reserve Requirement. The Reserve Requirement shall be an amount equal to \$_____ as reduced by the amount of Reserve Fund Credits transferred to the Special Redemption Account in connection with a redemption of the Series 2017 Bonds from prepayments pursuant to Section 7.1(d). Amounts deposited in the Reserve Fund shall be used solely for the purpose of (i) making transfers to the Bond and Interest Fund to pay the principal of, including mandatory sinking fund payments, and interest and any premium on, all Series 2017 Bonds when due, in the event that moneys in the Bond and Interest Fund are insufficient therefor, (ii) making any transfers to the Bond and Interest Fund if the balance in the Reserve Fund and the Special Reserve Fund exceeds the amount required to redeem all Series 2017 Bonds then outstanding, (iii) making transfers to the Special Redemption Account pursuant to Section 7.1(d) or (iv) if the amount then on deposit in the Reserve Fund is at least equal to the Reserve Requirement, for transfer in accordance with the next paragraph.

On the Business Day prior to each Interest Payment Date, moneys in the Reserve Fund in excess of the Reserve Requirement shall be transferred by the Trustee from the Reserve Fund to the Bond and Interest Fund to be used for the payment of interest on Bonds on the next following Interest Payment Date.

Section 7.3 Special Reserve Fund. There is hereby created and established with the Trustee a separate and special fund of the Village which shall be designated as the “Special Service Area Number 14 Special Tax Refunding Bonds, Special Reserve Fund” (the “**Special Reserve Fund**”). On the date of issuance of the Series 2017 Bonds Special Taxes in the amount of \$10,000 shall be deposited in the Special Reserve Fund from amounts transferred from the Trust Indenture for the Prior Bonds as described in **Section 5.1(b)**. No additional deposits shall be made to the Special Reserve Fund.

Amounts deposited in the Special Reserve Fund shall be used solely for the purpose of (i) making any transfers to the Bond and Interest Fund if the aggregate balance in the Special Reserve Fund and the Reserve Fund exceeds the amount required to redeem all Series 2017 Bonds then outstanding, (ii) for transfer to the Special Redemption Account in an amount equal to the Special Reserve Fund Credit in accordance with the **Section 7.1(d)**, (iii) on March 1, 2019 for transfer to the Bond and Interest Fund as described below, (iv) at the direction of an Authorized Officer for transfer to the Bond and Interest Fund or any other fund established hereunder, or (v) at the direction of an Authorized Officer for any use permitted by the Special Service Area Act, provided an opinion of bond counsel is delivered to the Trustee to the effect that such use will not violate the Special Service Area Act or adversely affect the tax-exempt status of interest on the Series 2017 Bonds .

On March 1, 2019 (on which date the Special Reserve Fund Credit shall be zero), the Trustee shall without further direction, transfer any remaining amounts on deposit in the Special Reserve Fund to the Bond and Interest Fund to pay principal of and interest and redemption premium on the Series 2017 Bonds on the next succeeding Interest Payment Date.

Any amounts in the Special Reserve Fund that are used to pay principal of, or interest or premium on, the Series 2017 Bonds shall be treated as Special Taxes paid by the owners of the affected Parcels for purposes of the “**Defeasance**” calculation in accordance with **Exhibit B** of the Special Tax Roll and Report.

Amounts on deposit in the Special Reserve Fund are **not** pledged to the payment of principal of or interest on the Series 2017 Bonds.

Section 7.4 Administrative Expense Fund. There is hereby created and established with the Trustee a separate and special fund of the Village which shall be designated as “The Special Service Area Number 14 Special Tax Series 2017 Bonds, Administrative Expense Fund” (the “**Administrative Expense Fund**”). Amounts in the Administrative Expense Fund shall be withdrawn by the Trustee and paid to the Village or its order upon receipt by the Trustee of a written request from an Authorized Officer stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense, and the nature of such Administrative Expense. There is hereby created within the Administrative Expense Fund established with the Trustee a separate account designated the “**Costs of Issuance Account.**” Amounts deposited into the

Costs of Issuance Account shall be used solely for the purpose of paying costs incurred in connection with the issuance of the Series 2017 Bonds. Disbursement from the Costs of Issuance Account shall be made by the Trustee upon receipt of a Written Request from the Village in the form of **Exhibit D** which shall (i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, that the disbursement is a proper expenditure from the Costs of Issuance Account, and payment instructions to the Trustee for the amount to be disbursed and (ii) certify that no portion of the amount then being requested to be disbursed was set forth in any previous request for disbursement. On the date which is six (6) months after the date of issuance of the Series 2017 Bonds, the Trustee shall transfer all amounts remaining in the Costs of Issuance Account to the Administrative Expense Fund.

Section 7.5 Rebate Fund. There is hereby created and established with the Trustee a separate and special fund of the Village which shall be designated as “The Special Service Area Number 14 Special Tax Refunding Bonds, Rebate Fund” (the “**Rebate Fund**”), into which there shall be deposited as necessary investment earnings in the Bond and Interest Fund and the Reserve Fund to the extent required so as to maintain the tax exempt status of interest on the Series 2017 Bonds. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from the Rebate Fund.

Section 7.6 Investment of Funds. Moneys on deposit in Funds and Accounts established hereunder may be invested from time to time in Qualified Investments pursuant to written directions from the Village to the Trustee provided that moneys on deposit in the Special Redemption Account shall be invested in Qualified Investments having a maturity of 180 days or less. Except as otherwise expressly provided herein, earnings or losses on such investments shall be attributed to the Fund or Account for which the investment was made. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment made in accordance with the terms of this Indenture. In the event that the Trustee does not receive written directions from the Village to invest funds held hereunder, the Trustee is hereby authorized by the Village and shall invest such funds in the _____ Government Money Market Fund or a money market mutual fund registered under the Investment Company Act of 1940 (including those of an affiliate of the Trustee or for which the Trustee or any of its affiliates provides management advisory or other services) which invests in (i) short-term securities issued or guaranteed by the United States Government, its agencies or instrumentalities and/or (ii) repurchase agreements relating to such securities. The Trustee is hereby authorized to execute purchases and sales of Qualified Investments through the facilities of its own trading or capital markets operations or those of any affiliated entity. The Trustee shall send statements to the Village on a monthly basis reflecting activity in the account for the preceding month. Although the Village recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Village hereby agrees that confirmations of Qualified Investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered.

Notwithstanding anything herein to the contrary, at the written direction of the Village the Trustee shall invest amounts on deposit in the (1) Special Redemption Account of the Bond and Interest Fund and (2) the Special Reserve Fund such that the yield on the investment does not exceed the yield on the Series 2017 Bonds. The Reserve Fund shall be invested only in Qualified Investments with maturities not longer than ten (10) years, the average life of which is

no longer than five (5) years. Investments on deposit in all funds and accounts established hereunder shall be valued at market value at least quarterly.

Section 7.7 Trustee Authorized to Establish Additional Funds, Accounts and Subaccounts. The Trustee is hereby authorized to establish such additional funds, accounts or subaccounts as are necessary or advisable to carry out its duties hereunder.

**ARTICLE VIII
COVENANTS AND AGREEMENTS OF THE VILLAGE**

Section 8.1 Tax Covenants.

(a) The Village covenants with the holders of the Series 2017 Bonds and the Series 2006 Bonds from time to time outstanding that it (i) will take all actions which are necessary to be taken (and avoid any actions which it is necessary to avoid being taken) so that interest on the Series 2017 Bonds and the Series 2006 Bonds will not be or become included in gross income for federal income tax purposes under existing law, including without limitation the Code; (ii) will take all actions reasonably within its power to take which are necessary to be taken (and avoid taking any actions which are reasonably within its power to avoid taking and which are necessary to avoid) so that interest on the Series 2017 Bonds, and the Series 2006 Bonds will not be or become included in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time; and (iii) will take no action or permit any action in the investment of the proceeds of the Series 2017 Bonds, amounts in the Bond and Interest Fund or any other funds of the Village which would result in making interest on the Series 2017 Bonds or the Series 2006 Bonds subject to federal income taxes by reason of causing the Series 2017 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, or direct or permit any action inconsistent with the regulations under the Code as promulgated and as amended from time to time and as applicable to the Series 2017 Bonds. The Village President, Village Clerk and Finance Director are authorized and directed to take such action as is necessary in order to carry out the issuance and delivery of the Series 2017 Bonds including, without limitation, to make any representations and certifications they deem proper pertaining to the use of the proceeds of the Series 2017 Bonds and moneys in the Funds and Accounts established hereunder in order to establish that the Series 2017 Bonds shall not constitute arbitrage bonds as so defined.

(b) The Village further covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” (the “**Rebate Requirement**”) to the United States:

(i) Unless an applicable exception to the Rebate Requirement is available to the Village, the Village will meet the Rebate Requirement.

(ii) Relating to applicable exceptions, the Village shall make such elections under the Code as it shall deem reasonable and in the best interests of the Village. If such election may result in a “penalty in lieu of rebate” as

provided in the Code, and such penalty is incurred (the "**Penalty**"), then the Village shall pay such Penalty.

(iii) The Village shall cause to be established, at such time and in such manner as it shall deem necessary or appropriate hereunder, the Rebate Fund for the Series 2017 Bonds, and the Village shall further, not less frequently than every five years, cause to be transferred to the Rebate Fund the amount determined to be the accrued liability under the Rebate Requirement or Penalty. The Village shall cause to be paid to the United States, without further order or direction from the Corporate Authorities, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.

(iv) Interest earnings in the Bond and Interest Fund and the Reserve Fund are hereby authorized to be transferred, without further order or direction from the Corporate Authorities, from time to time as required, to the Rebate Fund for the purposes herein provided; and proceeds of the Series 2017 Bonds, investment earnings or amounts on deposit in any of the other funds and accounts created hereunder and any other funds of the Village are also hereby authorized to be used to meet the Rebate Requirement or to pay the Penalty, but only if necessary after application of investment earnings as aforesaid and only as appropriated by the Corporate Authorities.

Section 8.2 Levy and Collection of Taxes. The Village covenants with the holders of the Series 2017 Bonds from time to time outstanding that:

(a) it will take all actions, if any, which shall be necessary, in order further to provide for the levy, extension, collection and application of the taxes levied by this Indenture and the Bond Ordinance including enforcement of the Special Taxes as described in clause (c) below;

(b) it will not take any action which would adversely affect the levy, extension, collection and application of the taxes levied by this Indenture and the Bond Ordinance, except to abate those taxes to the extent permitted by this Indenture and the Special Tax Roll and Report;

(c) it will comply with all requirements of the Special Service Area Act, the Bond Ordinance and other applicable present and future laws concerning the levy, extension and collection of the taxes levied by this Indenture and the Bond Ordinance; in each case so that the Village shall be able to pay the principal of and interest on the Series 2017 Bonds as they come due and replenish the Reserve Fund to the Reserve Requirement and it will take all actions necessary to assure the timely collection of the Special Taxes, including without limitation, the enforcement of any delinquent Special Taxes by providing the County of Kane with such information as is deemed necessary to enable the County to include any property subject to delinquent Special Taxes in the County Collector's annual tax sale and in the event the tax lien is forfeited at such tax sale, by the commencement and maintenance of an action to foreclose the lien of any delinquent Special Taxes all in the manner provided by law; provided, however, that the

obligation to institute any foreclosure action against any taxpayer other than a taxpayer owning at least five percent (5%) of the property in the Special Service Area shall only arise in the event the Village makes the determination that the proceeds from the foreclosure action have a commercially reasonable expectation for exceeding the costs thereof; and

Section 8.3 Proper Books and Records. The Village will keep, or cause the Trustee to keep, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the deposits to and expenditure of amounts disbursed from the Funds and Accounts created hereunder and the Special Taxes. Such books of record and accounts shall at all times during business hours be subject to the inspection of the holders of not less than ten percent (10%) of the principal amount of the Series 2017 Bonds then outstanding, or their representatives authorized in writing. The Village, or the Trustee on behalf of the Village, upon written request will mail to the Purchaser any information relating to the Series 2017 Bonds, the Special Service Area or the Special Services, including, but not limited to, the annual audits of the Funds and Accounts established under this Indenture for each and every year.

Section 8.4 Against Encumbrances. The Village will not encumber, pledge or place any charge or lien upon any of the Special Taxes or other amounts pledged to the Series 2017 Bonds superior to, on a parity with, or junior to, the pledge and lien created in this Indenture for the benefit of the Series 2017 Bonds, except as permitted by, or specifically set forth in, this Indenture, including the issuance of refunding bonds.

Section 8.5 Continuing Disclosure Agreement. The Village agrees to execute and deliver the Continuing Disclosure Agreement. The Village has initially appointed Amalgamated Bank of Chicago, Chicago, Illinois as Dissemination Agent under the Continuing Disclosure Agreement.

Section 8.6 [Municipal Bond Insurance Policy; Covenants In Favor of Bond Insurer. Notwithstanding any other provisions set forth in this Indenture, the provisions of this Section shall govern so long as the Bond Insurance Policy is in effect and the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy.

(a) The prior written consent of the Bond Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Reserve Fund. Notwithstanding anything to the contrary set forth herein, amounts on deposit in the Reserve Fund shall be applied solely to the payment of debt service due on the Series 2017 Bonds and to fund Reserve Fund Credits upon prepayment and redemption of the Series 2017 Bonds as described in Sections 7.1(d) and 7.2 hereof.

(b) The Bond Insurer shall be deemed to be the sole holder of the Series 2017 Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Series 2017 Bonds insured by it are entitled to take pursuant to this Indenture pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee. In furtherance thereof and as a

term of this Indenture and each Series 2017 Bond, the Trustee and each Series 2017 Bondholder appoint the Bond Insurer as their agent and attorney-in-fact and agree that the Bond Insurer may at any time during the continuation of any proceeding by or against the Village under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “**Insolvency Proceeding**”) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “**Claim**”), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedes or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each Series 2017 Bondholder delegate and assign to the Bond Insurer, to the fullest extent permitted by law, the rights of the Trustee and each Series 2017 Bondholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Bondholders shall expressly include mandamus.

(c) The Bond Insurer shall be a third party beneficiary under this Indenture.

(d) Any amendment, supplement, modification to, or waiver of, this Indenture that requires the consent of Bondowners or adversely affects the rights and interests of the Bond Insurer shall be subject to the prior written consent of the Bond Insurer.

(e) The rights granted to the Bond Insurer under this Indenture to request, consent to or direct any action are rights granted to the Bond Insurer in consideration of its issuance of the Bond Insurance Policy. Any exercise by the Bond Insurer of such rights is merely an exercise of the Bond Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Bondholders and such action does not evidence any position of the Bond Insurer, affirmative or negative, as to whether the consent of the Bondowners or any other person is required in addition to the consent of the Bond Insurer.

(f) Only (1) cash, (2) non-callable direct obligations of the United States of America (“**Treasuries**”), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Bond Insurer, pre-refunded municipal obligations rated “AAA” and “Aaa” by S&P and Moody's, respectively, or (5) subject to the prior written consent of the Bond Insurer, securities eligible for “AAA” defeasance under then existing criteria of S & P or any combination thereof, shall be used to effect defeasance of the Series 2017 Bonds unless the Bond Insurer otherwise approves in writing.

To accomplish defeasance, the Village shall cause to be delivered to the Bond Insurer (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Bond Insurer (“**Accountant**”) verifying the sufficiency of the escrow established to pay the Series 2017 Bonds in full on the maturity or redemption date (“**Verification**”), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Bond Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Series 2017 Bonds are no longer “**Outstanding**” under this Indenture and (iv) a certificate of discharge executed by the Trustee with respect to the Series 2017 Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Village, Trustee and the Bond Insurer. The Bond Insurer shall be provided with final drafts of the above-referenced documentation by the Village not less than five business days prior to the funding of the escrow.

Series 2017 Bonds shall be deemed “**Outstanding**” under this Indenture unless and until they are in fact paid and retired or the above criteria are met.

(g) Amounts paid by the Bond Insurer under the Bond Insurance Policy shall not be deemed paid for purposes of this Indenture and the Series 2017 Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Village in accordance with this Indenture. This Indenture shall not be discharged unless all amounts due or to become due to the Bond Insurer have been paid in full or duly provided for.

(h) The Village covenants and agrees to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Trust Estate under applicable law.

(i) The Trustee agrees to file all continuation statements as directed in writing by the Village which are necessary from time to time to preserve the priority of the pledge of the Trust Estate.

(j) Claims Upon the Bond Insurance Policy and Payments by and to the Bond Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date (“**Payment Date**”) there is not on deposit with the Trustee, after making all transfers and deposits required under this Indenture, moneys sufficient to pay the principal of and interest on the Series 2017 Bonds due on such Payment Date, the Trustee shall give notice to the Bond Insurer and to its designated agent (if any) (the “**Insurer's Fiscal Agent**”) by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2017 Bonds due on such Payment Date, the Trustee shall make a claim under the Bond Insurance Policy and give notice to the Bond Insurer and the Bond Insurer's

Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2017 Bonds and the amount required to pay principal of the Series 2017 Bonds confirmed in writing to the Bond Insurer and the Bond Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Bond Insurance Policy.

The Trustee shall designate any portion of payment of principal on Series 2017 Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking kind redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2017 Bonds registered to the then current Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Bond Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Series 2017 Bond shall have no effect on the amount of principal or interest payable by the Village on any Bond or the subrogation rights of the Bond Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2017 Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Bond Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Bondholders referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Bond Insurance Policy in trust on behalf of Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Bondholders in the same manner as principal and interest payments are to be made with respect to the Series 2017 Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Village agrees to pay to the Bond Insurer, but solely from the Trust Estate (i) a sum equal to the total of all amounts paid by the Bond Insurer under the Bond Insurance Policy (the "**Insurer Advances**"); and (ii) interest on such Insurer Advances from the date paid by the Bond Insurer until payment thereof in full, payable to the Bond Insurer at the Late Payment Rate per annum (collectively, the "**Insurer Reimbursement Amounts**"). "**Late Payment Rate**" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced

by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2017 Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed by the Bond Insurer on the basis of the actual number of days elapsed over a year of 360 days. The Village hereby covenants and agrees that the Bond Insurer Reimbursement Amounts are secured by a lien on and pledge of the Trust Estate and payable from such Trust Estate on a parity with debt service due on the Series 2017 Bonds.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Bond payment date shall promptly be remitted to the Bond Insurer.

(k) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2017 Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Village to the Bond Insurer under this Indenture shall survive discharge or termination of this Indenture.

(l) The Village shall pay or reimburse the Bond Insurer but solely from the Trust Estate and the Administrative Expense Fund any and all charges, fees, costs and expenses that the Bond Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security under this Indenture; (ii) the pursuit of any remedies under this Indenture or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Indenture whether or not executed or completed, or (iv) any litigation or other dispute in connection with this Indenture or the transactions contemplated hereby, other than costs resulting from the failure of the Bond Insurer to honor its obligations under the Bond Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Indenture.

(m) After payment of reasonable expenses of the Trustee, the application of funds realized upon default shall be applied to the payment of expenses of the Village or rebate only after the payment of past due and current debt service on the Series 2017 Bonds and amounts required to restore the Reserve Fund to the Reserve Requirement.

(n) The Bond Insurer shall be entitled to pay principal or interest on the Series 2017 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Village (as such terms are defined in the Bond Insurance Policy) whether or not the Bond Insurer has received a Notice of Nonpayment (as such terms are defined in the Bond Insurance Policy) or a claim upon the Bond Insurance Policy.

(o) The notice address of the Bond Insurer is: _____, _____, _____, Attention: Managing Director — Surveillance, Re: Policy No. _____, Telephone: (____) ____-____; Telecopier: (____) ____-____. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate “URGENT MATERIAL ENCLOSED,”

(p) The Bond Insurer shall be provided with the following information by the Village or Trustee, as the case may be:

(j) The Village shall provide the annual audited financial statements within 210 days after the end of the Village’s fiscal year (together with a certification of the Village that it is not aware of any default or Event of Default under this Indenture), and the Village’s annual budget within 30 days after the approval thereof together with such other information, data or reports as the Bond Insurer shall reasonably request from time to time;

(i) The Trustee shall provide notice of any draw upon the Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Requirement and (ii) withdrawals in connection with a refunding of Series 2017 Bonds;

(iii) The Village shall provide or cause to be provided so long as the Series 2017 Bonds are Outstanding (a) Special Tax delinquency reports to be prepared as of each January 1, July 1 and October 1, and to be delivered no later than 30 days after such dates, commencing July 1, 2015, (b) annual assessed value updates; (c) annual county tax sales reports (Kane County); (d) annual delinquency/collection rate summary related to the Special Taxes, and (e) annual updates of the value to lien ratio;

(iv) The Trustee and the Village shall provide notice of any event of default known to the Trustee or Village within five Business Days after knowledge thereof;

(v) The Trustee shall provide prior notice of the advance refunding or redemption of any of the Series 2017 Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(vi) The Trustee and the Village shall provide notice of the resignation or removal of the Trustee and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

(vii) The Village shall provide notice of the commencement of any proceeding by or against the Village commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “**Insolvency Proceeding**”);

(viii) The Village shall provide notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2017 Bonds;

(ix) The Village shall provide a full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to this Indenture; and

(x) The Trustee and the Village shall provide all reports, notices and correspondence to be delivered to Bondholders under the terms of this Indenture.

In addition, to the extent that the Village has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Series 2017 Bonds, all information furnished pursuant to such agreements shall also be provided to the Bond Insurer, simultaneously with the furnishing of such information.

(q) The Bond Insurer shall have the right to receive such additional information as it may reasonably request.

(r) The Village will permit the Bond Insurer to discuss the affairs, finances and accounts of the Village or any information the Bond Insurer may reasonably request regarding the security for the Series 2017 Bonds with appropriate officers of the Village and will use commercially reasonable efforts to enable the Bond Insurer to have access to the facilities, books and records of the Village on any business day upon reasonable prior notice.

(s) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this Indenture would adversely affect the security for the Series 2017 Bonds or the rights of the Bondholders, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Bond Insurance Policy.

(t) The Village shall not enter into any contract or take any action by which the rights of the Bond Insurer or security for or sources of payment of the Series 2017 Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Bond Insurer.

(u) So long as any Series 2017 Bonds insured by the Bond Insurer remain outstanding or any amounts are owed to the Bond Insurer by the Village, the Village shall not enter into any interest rate exchange agreement, cap, collar, floor, ceiling or other agreement or instrument involving reciprocal payment obligations between the Village and a counterparty based on interest rates applied to a notional amount of principal, without the prior written consent of the Bond Insurer.]

**ARTICLE IX
DEFAULTS AND REMEDIES**

Section 9.1 **Events of Default.** “**Events of Default**” under this Indenture are as follows:

(a) Default shall be made by the Village in the payment of the principal of or premium, if any, on any Series 2017 Bond when and as the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise.

(b) Default shall be made by the Village in the payment of any installment of interest on any Series 2017 Bond when and as such installment of interest shall become due and payable.

(c) The Village shall (1) commence a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, (2) make an assignment for the benefit of its creditors, (3) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (4) be adjudicated a bankrupt or have entered against it any order for relief in respect of any involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law and such order shall continue in effect for a period of 60 days without stay or vacation.

(d) A court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of the Village, or of the whole or any substantial part of its property, or approving a petition seeking reorganization of the Village under the Federal bankruptcy laws or any other applicable Federal or state law or statute and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry thereof.

(e) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Village or of the whole or any substantial part of its property, and such custody or control shall not be terminated or stayed within 60 days from the date of assumption of such custody or control.

(f) The Village shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Series 2017 Bonds, the Bond Ordinance or in this Indenture on the part of the Village to be performed, and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Village by the Trustee (which may give such notice whenever it reasonably determines that such a default exists and shall give such notice at the written request of the holders of not less than 25% in principal amount of the Series 2017 Bonds then outstanding).

Section 9.2 **Remedies.** Upon the occurrence of an Event of Default the Trustee may, with the prior written consent of the Bond Insurer and upon the written request of the holders of

25% in principal amount of the outstanding Series 2017 Bonds affected by the Event of Default and upon being indemnified as provided in **Section 10.2(i)** hereof shall, proceed to protect and enforce its rights and the rights of the holders of the Series 2017 Bonds by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for any enforcement of any proper legal or equitable remedy as the Trustee, being advised by counsel, shall deem most effective to protect and enforce the rights aforesaid.

During the continuance of an Event of Default, all moneys received by the Trustee under this Indenture from the Village or from any other source shall be applied by the Trustee in accordance with the terms of **Section 9.10** hereof.

Any judgment against the Village shall be enforceable only against the amounts pledged pursuant to this Indenture. There shall not be authorized any deficiency judgment against any assets of, or the general credit of, the Village.

The Series 2017 Bonds shall not be subject to acceleration upon the occurrence of an Event of Default.

Section 9.3 Notice of Default. The Trustee shall, within 10 days after the Trustee receives notice or obtains knowledge of the occurrence of an Event of Default, mail to the Village, the Bond Insurer and the Bondholders at the address shown on the registration books of the Village maintained by the Bond Registrar, notice of all Events of Default known to the Trustee unless such Events of Default shall have been cured before the giving of such notice.

Section 9.4 Termination of Proceedings by Trustee. In case any proceedings taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Village, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Section 9.5 Right of Bondholders to Control Proceedings. Subject to the provisions contained in **Section 8.6** herein, the holders of a majority in principal amount of the Series 2017 Bonds then outstanding shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder in respect of the Series 2017 Bonds; provided that such direction shall not be otherwise than in accordance with law and the Trustee shall be indemnified to its satisfaction against the costs, expenses and liabilities to be incurred therein or thereby.

Section 9.6 Right of Bondholders to Institute Suit. No holder of any of the Series 2017 Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder, or for any other remedy hereunder or on the Series 2017 Bonds unless such holder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided, and unless also the holder, or holders, of 25% in principal amount of the outstanding Series 2017 Bonds affected by the Event of Default shall have made written request of the Trustee after the right to exercise such powers, or right of action, as the

case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its name; and unless, also, there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture or for any other remedy hereunder; it being understood and intended that no one or more holders of the Series 2017 Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of the outstanding Series 2017 Bonds.

Nothing in this **Section 9.6** contained shall, however, affect or impair the right of any Bondholder, which is absolute and unconditional, to enforce the payment of the principal of and interest on the Bondholder's Series 2017 Bonds out of the Bond and Interest Fund, or the obligation of the Village to pay the same, out of the Bond and Interest Fund, at the time and place in the Series 2017 Bonds expressed.

Section 9.7 Suits by Trustee. All rights of action under this Indenture, or under any of the Series 2017 Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Series 2017 Bonds or the production thereof at the trial or other proceeding relative thereto, and any such suit, or proceeding, instituted by the Trustee shall be brought in its name for the ratable benefit of the holders of the Series 2017 Bonds affected by such suit or proceeding, subject to the provisions of this Indenture.

Section 9.8 Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee or to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 9.9 Waiver of Default. No delay or omission of the Trustee or of any Bondholder to exercise any right or power shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article IX to the Trustee and the Bondholders, respectively, may be exercised from time to time, and as often as may be deemed expedient.

Section 9.10 Application of Moneys After Default. The Village covenants that if an Event of Default shall happen and shall not have been remedied, the Trustee shall apply moneys, securities and funds on deposit in the Funds and Accounts established pursuant to Article VII or received by the Trustee pursuant to any right given or action taken under the provisions of this Section as follows and in the following order:

- (a) To the payment of the reasonable and proper charges, expenses and liabilities of the Trustee, the Bond Registrar and any paying agent, including the fees and

expenses of outside counsel for the Trustee, the Bond Registrar and any paying agent and the payment of Administrative Expenses owed to the Village or the Consultant.

(b) To the payment of the principal and interest then due on the Series 2017 Bonds as follows:

(i) first, to the payment to the persons entitled thereto of all interest then due or payable on the Series 2017 Bonds in the order of the maturity of such installments;

(ii) second, to the payment to the persons entitled thereto of the unpaid installments of principal of any of the Series 2017 Bonds which have become due in the order of the maturity of such installments; and

(iii) third, to the payment of amounts due and payable to the Bond Insurer not paid pursuant to b(i) and b(ii) above.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this paragraph, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. The deposit of such moneys with the paying agent, or otherwise setting aside such moneys, in trust for the proper purpose, shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the Village, to any Bondholder or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and of the endorsement to be entered on each Series 2017 Bond on which payment shall be made, and shall not be required to make payment to the holder of any unpaid Series 2017 Bond until such Series 2017 Bond shall be presented to the Trustee for appropriate endorsement, or some other procedure deemed satisfactory by the Trustee.

ARTICLE X TRUSTEE

Section 10.1 Appointment and Compensation of the Trustee. The Trustee hereunder is hereby constituted and appointed as the trustee of an express trust hereby created for the Bondholders. The further rights and duties of the Trustee are set forth in this Article X.

The Village shall pay, or arrange to pay, to the Trustee reasonable compensation for its services and shall reimburse the Trustee for all its advances and expenditures, including but not limited to advances to and fees and expenses of accountants, consultants, counsel (including allocable costs of in-house counsel), agents or other experts employed by it in the exercise and

performance of its powers and duties as Trustee but solely from amounts on deposit in the Administrative Expense Fund. The obligation to pay such reasonable compensation shall survive the payment in full or defeasance of the Series 2017 Bonds or the removal or resignation of the Trustee but solely from amounts on deposit in the Administrative Expense Fund.

Section 10.2 Performance of Duties. The Trustee shall perform such duties and only such duties as are specifically set forth in this Indenture. During the existence of any Event of Default which has not been cured, the Trustee shall exercise the rights, duties and powers vested in it by this Indenture by using such care as a prudent person would exercise or use under the circumstances in the conduct of their own affairs.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(a) The duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee.

(b) In the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Trustee conforming to the requirements of this Indenture; but in the case of any such certificate or opinion which by any provision hereof is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not it conforms to the requirements of this Indenture.

(c) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(d) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than a majority (or such larger percentage as is otherwise specifically required by the terms hereof) in aggregate principal amount of all the Series 2017 Bonds at the time outstanding.

(e) None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the exercise of any of its rights or powers.

(f) At any and all reasonable times, upon first providing 48 hours' notice to the Village, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the books, papers and records of the Village pertaining to the Special Services and the Series 2017 Bonds, and to take such memoranda from and in regard thereto as may be desired.

(g) The Trustee shall not be required to give any bond or surety in respect of the execution of the trusts and powers granted by this Indenture or otherwise in respect of the premises.

(h) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the withdrawal of any cash or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, reasonably necessary to establish the right of the Village to the withdrawal of any cash or the taking of any other action by the Trustee.

(i) Before taking any action under **Section 9.2**, the Trustee may require that a satisfactory indemnity bond or other security satisfactory to it be furnished by the party requesting that the Trustee take such action for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the negligence or willful misconduct of the Trustee in connection with any action so taken.

(j) All moneys received by the Trustee or any paying agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received.

(k) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees and shall not be answerable for the conduct of the same if appointed with due care hereunder.

Section 10.3 Instruments Upon Which Trustee May Rely. Except as otherwise provided in paragraph (b) hereof:

(a) The Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) Any notice, request, direction, election, order or demand of the Village mentioned herein shall be sufficiently evidenced by an instrument signed in the name of the Village by its President or its Village Clerk (unless other evidence in respect thereof be herein specifically prescribed); and any resolution of the Corporate Authorities may be evidenced to the Trustee by a copy thereof certified by the Village Clerk under the Village seal.

(c) The Trustee may consult with reputable counsel (who may but need not be counsel for the Village) and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

(d) Whenever in the administration of the trusts under this Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a certificate of the Village; and such certificate of the Village shall, in the absence of negligence or bad faith on the part of the Trustee, be full warranty to the Trustee for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof.

Section 10.4 Trustee not Responsible for Recitals and Other Matters. The Trustee shall not be responsible in any manner whatsoever for the correctness of the recitals herein or in the Series 2017 Bonds (except the Trustee's certificate of authentication thereon), all of which are made by the Village solely; and the Trustee shall not be responsible or accountable in any manner whatsoever for or with respect to the validity or execution or sufficiency of this Indenture, or of any indenture supplemental hereto, or of the Bond Ordinance or the Series 2017 Bonds, or the sufficiency of the taxes levied to pay the principal of and interest on the Series 2017 Bonds, or for the security afforded hereby or for the validity of any securities at any time held hereunder, and the Trustee makes no representation with respect thereto. The Trustee shall not be accountable for the use or application by the Village of the proceeds of any Series 2017 Bonds authenticated and delivered hereunder, or for the use or application of any moneys paid over by the Trustee in accordance with any provision of this Indenture.

Section 10.5 Trustee May Acquire Series 2017 Bonds. The Trustee and its officers and directors may acquire and hold, or become the pledgee of, Series 2017 Bonds and may otherwise deal with the Village in the manner and to the same extent and with like effect as though it were not Trustee hereunder.

Section 10.6 Qualification of Trustee. There shall at all times be a Trustee hereunder which shall be a corporation organized and doing business under the laws of the United States or any state thereof, authorized under such laws to exercise corporate trust powers, having a combined capital, surplus and undivided profits of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus and undivided profits of such corporation shall be deemed to be its combined capital, surplus and undivided profits as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this paragraph, the Trustee shall resign immediately in the manner and with the effect specified in **Section 10.7.**

Section 10.7 Resignation or Removal of Trustee and Appointment of Successor. The Trustee may at any time resign by giving written notice to the Village, the Bond Insurer and the Bondholders by first class mail to the names and addresses shown on the list maintained by the Bond Registrar. Upon receiving such notice of resignation, the Village shall promptly appoint a successor Trustee by an instrument in writing executed by order of the Village. If no successor Trustee shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of

competent jurisdiction for the appointment of a successor Trustee, or any Bondholder who has been a bona fide holder of a Bond or Series 2017 Bonds for at least six months may, on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

(a) In case at any time any of the following shall occur:

(i) The Trustee shall cease to be eligible in accordance with the provisions of **Section 10.6** and shall fail to resign after written request therefor by the Village or by any Bondholder who has been a bona fide holder of a Series 2017 Bond or Series 2017 Bonds for at least six months, or

(ii) The Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, the Village shall remove the Trustee and appoint a successor Trustee by an instrument in writing executed by order of the Village or any Bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor Trustee.

(b) The holders of a majority in aggregate principal amount of all the Series 2017 Bonds at the time outstanding may at any time remove the Trustee and appoint a successor Trustee by an instrument or concurrent instruments in writing signed by such Bondholders. Such successor Trustee shall be a corporation authorized under applicable laws to exercise corporate trust powers, may be incorporated under the laws of the United States or of any State within the United States. Such successor Trustee shall satisfy the minimum combined capital, surplus and undivided profits requirement set forth in **Section 10.6**.

(c) The Village, may at any time remove the Trustee and appoint a successor Trustee by an instrument in writing signed by the Village provided that simultaneously with or prior to any such removal a successor Trustee shall be appointed pursuant to the terms hereof.

(d) Any resignation or removal of the Trustee and appointment of a successor Trustee pursuant to any of the provisions of this **Section 10.7** shall become effective upon acceptance of appointment by the successor Trustee as provided in **Section 10.8**.

(e) The Trustee's rights to reimbursement of outstanding fees and expenses shall survive the termination of this Indenture and the resignation or removal of the Trustee.

Section 10.8 Concerning the Successor Trustee. Any successor Trustee appointed as provided in **Section 10.7** shall execute, acknowledge and deliver to the Village and to its predecessor Trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts hereunder, with like effect as if originally named as Trustee herein; but nevertheless on the written request of the Village or the request of the successor Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor Trustee, upon the trusts herein expressed, all the rights, powers and trusts of the Trustee so ceasing to act. Upon request of any such successor Trustee, the Village shall execute any and all instruments in writing more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and duties. Any Trustee ceasing to act shall nevertheless be entitled to receive the amounts due it as compensation, reimbursement, expenses and indemnity afforded to it by this **Article X**.

No successor Trustee shall accept appointment as provided in this **Section 10.8** unless at the time of such acceptance such successor Trustee shall be eligible under the provisions of **Section 10.6**.

Upon the acceptance of appointment by a successor Trustee as provided in this Section 10.8, the Village shall mail a copy of such notice to each person whose name appears as an owner of Series 2017 Bonds on the list maintained by the Bond Registrar. If the Village fails to mail such notice within 10 days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Village.

Any banking association or corporation into which the Trustee may be merged, converted or with which the Trustee may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Trustee shall be transferred, shall succeed to all the Trustee's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 10.9 Monthly Statements. The Trustee shall provide the Purchaser, the Consultant, the Bond Insurer and the Village, or their designees, a monthly statement, commencing on _____, 2017, itemizing all moneys received by it and all payments made by it under this Indenture during the preceding monthly period and annual reports relating to the Funds and Accounts created under this Indenture and such other information relating to the Series 2017 Bonds and the Funds and Accounts maintained by the Trustee under this Indenture as the Purchaser and the Village shall reasonable request.

The Trustee shall also provide to each Beneficial Owner owning at least \$1,000,000 in principal amount of the Series 2017 Bonds upon written request the following:

- (a) copies of the monthly statements described above;

- (b) Copies of all notices or reports given to the Village by the Trustee under this Indenture;
- (c) Notices or reports given by the Village to the Trustee pursuant to this Indenture;
- (d) Any notice required to be given to the Beneficial Owners under this Indenture;
- (e) Copies of all amendments and supplements to this Indenture; and
- (f) The name and telephone number of the officer of the Trustee who will provide information required to be delivered pursuant to this **Section 10.9**, if different than the name and telephone number set forth in **Section 13.2** hereof.

ARTICLE XI SUPPLEMENTAL INDENTURES

Section 11.1 Supplemental Indentures Not Requiring Consent of Bondholders.

The Village by the Corporate Authorities, and the Trustee from time to time and at any time, subject to the conditions and restrictions in this Indenture contained, may pass and accept an indenture or indentures supplemental hereto, which indenture or indentures thereafter shall form a part hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant or to confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;
- (c) To subject to this Indenture additional taxes, revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Series 2017 Bonds for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said laws;
- (e) To add to the covenants and agreements of the Village in this Indenture contained, other covenants and agreements thereafter to be observed or to surrender, restrict or limit any right or power herein reserved to or conferred upon the Village; and
- (f) To issue refunding bonds subject to the limitations set forth in the Special Tax Report and the Establishing Ordinance.

Any supplemental indenture authorized by the provisions of this **Section 11.1** may be executed by the Village, by the Corporate Authorities, and by the Trustee without the consent of the registered owners of any of the Series 2017 Bonds at the time outstanding, but only upon receipt of an opinion of bond counsel if requested pursuant to the provisions of **Section 11.6**, notwithstanding any of the provisions of **Section 11.2**, but the Trustee shall not be obligated to accept any provision of such supplemental indenture to the extent that it affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 11.2 Supplemental Indentures Requiring Consent of Bondholders. With the consent (evidenced as provided herein) of the Bond Insurer and the registered owners of not less than a majority in aggregate principal amount of the Series 2017 Bonds, respectively, at the time outstanding, but only upon receipt of an opinion of bond counsel if requested pursuant to the provisions of **Section 11.6**, the Village, by the Corporate Authorities may pass, and the Trustee may accept from time to time and at any time an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this indenture or of any supplemental indenture; provided that no such modification or amendment shall extend the maturity or reduce the principal of or the interest rate on or otherwise alter or impair the obligation of the Village to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided therein of any Bond without the express consent of the registered owner of such Bond or permit the creation of a preference or priority of any Bond or Series 2017 Bonds over any other Bond or Series 2017 Bonds, or reduce the percentage of Series 2017 Bonds, respectively, required for the affirmative vote or written consent to an amendment or modification, or deprive the registered owners of the Series 2017 Bonds (except as aforesaid) of the right to payment of the Series 2017 Bonds, from the Special Taxes and the Foreclosure Proceeds without the consent of the registered owners of all the Series 2017 Bonds (as the case may be) then outstanding. Upon receipt by the Trustee of a certified copy of such Indenture and upon the filing with the Trustee of evidence of the consent of Bondholders as aforesaid, the Trustee shall accept such supplemental indenture, but the Trustee shall not be obligated to accept any provision of such supplemental indenture to the extent that it affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

It shall not be necessary for the consent of the Bondholders under this paragraph to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the passage by the Village and the acceptance by the Trustee of any supplemental indenture pertaining to the Series 2017 Bonds pursuant to the provisions of this paragraph, the Village shall mail a notice by first class mail to the Bondholders, setting forth in general terms the substance of such supplemental indenture, and that the supplemental indenture has been consented to by the requisite percentage of the Bondholders. Any failure of the Village to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Section 11.3 Supplemental Indenture to Modify this Indenture. Upon the execution of any supplemental indenture pursuant to the provisions of this **Article XI**, and upon receipt of the opinion of bond counsel if required by the provisions of **Section 11.6**, this Indenture shall be

modified and amended in accordance therewith and the respective rights, duties and obligations under this Indenture of the Village, the Trustee and all registered owners of Series 2017 Bonds, outstanding thereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 11.4 Trustee May Rely Upon Opinion of Counsel. The Trustee may receive an opinion of counsel as conclusive evidence that any supplemental indenture executed pursuant to the provisions of this **Article XI** complies with the requirements of this **Article XI**, is enforceable against the Village and does not adversely impact the tax-exempt status of the interest on the Series 2017 Bonds.

Section 11.5 Notation. Series 2017 Bonds authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this **Article XI** may bear a notation, in form approved by the Trustee, as to any matter provided for in such supplemental indenture, and if such supplemental indenture shall so provide, new Series 2017 Bonds, so modified as to conform, in the opinion of the Trustee and the Corporate Authorities, to any modification of this Indenture contained in any such supplemental indenture, may be prepared by the Village, authenticated by the Trustee and delivered without cost to the registered owners of the Series 2017 Bonds then outstanding, upon surrender for cancellation of such Series 2017 Bonds in equal aggregate principal amounts.

Section 11.6 Opinion of Bond Counsel. Prior to the adoption of a supplemental indenture executed pursuant to the provisions of this **Article XI** the Trustee shall give written notice by mail to the registered owners of all Series 2017 Bonds Outstanding at the addresses as set forth in the Register of the Series 2017 Bonds held by the Bond Registrar of the substance of the proposed supplemental indenture.

ARTICLE XII DEFESANCE

Section 12.1 Defeasance.

(a) If the Village shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders of all Series 2017 Bonds the principal or redemption price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, then the pledge of the Trust Estate, and all covenants, agreements and other obligations of the Village to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the Village to be prepared and filed with the Village and, upon the request of the Village, shall execute and deliver to the Village all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the Village all moneys or securities held pursuant to this Indenture which are not required for the payment of principal or redemption price, if applicable, of and interest on the Series 2017 Bonds. If the Village shall pay or cause to be paid, or there

shall otherwise be paid, to the Bondholders of any Outstanding Series 2017 Bonds the principal or redemption price and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Series 2017 Bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and all covenants, agreements and obligations of the Village to the Bondholders of such Series 2017 Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Series 2017 Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit by the Village of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this **Section 12.1**. In addition, any Outstanding Series 2017 Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this **Section 12.1** upon compliance with the provisions of subsection (c) of this **Section 12.1**.

(c) Subject to the provisions of subsection (d) of this **Section 12.1**, any Outstanding Series 2017 Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this **Section 12.1** if:

(i) in case any of said Series 2017 Bonds are to be redeemed on any date prior to their maturity, the Village shall have given to the Trustee irrevocable instructions accepted in writing by the Trustee to give as provided in **Section 4.5** notice of redemption of such Series 2017 Bonds on said date;

(ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient or Defeasance Securities, the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or redemption price, if applicable, and interest due and to become due on said Series 2017 Bonds on or prior to the redemption date or maturity date thereof, as the case may be; and

(iii) in the event said Series 2017 Bonds do not mature, are not by their terms subject to redemption or, under the plan of refunding applicable thereto, are not to be redeemed, in each case, within the next succeeding ninety (90) days, the Village shall have given the Trustee in form satisfactory to it (A) irrevocable instructions to give, as soon as practicable, by first-class mail, postage prepaid, to the owners of such Series 2017 Bonds at their last addresses appearing on the books of the Village kept at the office of the Bond Registrar a notice that the deposit required by (ii) above has been made with the Trustee and that said Series 2017 Bonds are deemed to have been paid in accordance with this **Section 12.1** and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Series 2017 Bonds and (B) a verification report by a verifier acceptable to the

Village in form and substance satisfactory to Village that verifies the sufficiency of the funds and/or securities deposited with the Trustee for the payment, when due, of the principal or redemption price, if applicable, and interest due and to become due on said Series 2017 Bonds on or prior to the redemption date or maturity date thereof, as the case may be.

(d) Anything in this Indenture to the contrary notwithstanding, any moneys held in trust for the payment and discharge of any of the Series 2017 Bonds which remain unclaimed for one year after the date when such Series 2017 Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption shall be repaid to the Village, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged, with respect thereto and the Bondholders shall look only to the Village for the payment of such Series 2017 Bonds; provided, however, that before being required to make any such payment to the Village, the Trustee shall, at the expense of the Village, give to the owners of such Series 2017 Bonds as to which any moneys remain unclaimed, by first class mail, postage prepaid, at the last address of such owners appearing on the books of the Village kept at the office of the Bond Registrar a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than thirty (30) days after the date of the mailing of such notice, the balance of such moneys then unclaimed will be returned to the Village.

(e) Upon the payment or defeasance of all outstanding Series 2017 Bonds and any refunding or Additional Bonds secured by the Special Taxes, as provided in this **Article XII**, the Trustee and the Village shall execute a Satisfaction of Tax Lien substantially in the form of **Exhibit C** hereto for all Parcels for which a satisfaction of tax lien has not previously been delivered and the Village shall file or cause to be filed such Satisfaction of Tax Lien with the Recorder of Deeds of Kane County, Illinois.

ARTICLE XIII MISCELLANEOUS

Section 13.1 Severability. If any provision of this Indenture shall be held or deemed to be illegal, inoperative or unenforceable under applicable law or interpreted in such manner as to be prohibited by or be held invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Indenture.

Section 13.2 Notices. Except as otherwise provided in this Indenture, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, or when sent by telecopy (receipt confirmed by telephone) or telegram, addressed as follows:

If to the Village:

Village of Hampshire
234 South State Street
Hampshire, IL 60140
Attention: President
Telephone: (847) 683-2181
Telecopier: (847) 683-4915

If to the Trustee:

Amalgamated Bank of Chicago
30 North LaSalle
Chicago, IL 60602
Attention: Ann Longino
Telephone: (312) 822-3187
Telecopier: (312) 541-6044

If to the Purchaser:

William Blair & Company, L.L.C.
222 West Adams Street
Chicago, Illinois 60606
Attention: Peter J. Raphael
Telephone: 312-364-8386
Telecopier: 312-236-0174

Section 13.3 Holidays. If any date for the payment of an amount hereunder or the taking of any other action required or permitted to be taken hereunder, is not a Business Day, then such payment shall be due, or such action shall or may be taken, as the case may be, on the first Business Day thereafter with the same force and effect as if done on the nominal date provided in this Indenture.

Section 13.4 Execution of Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.5 Applicable Law. This Indenture shall be governed by and construed in accordance with the internal laws of the State of Illinois.

Section 13.6 Immunity of Officers, Employees, Elected Officials of Village. No recourse shall be had for the payment of the principal of or premium, if any, or interest on any of the Series 2017 Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Indenture or any agreement supplemental hereto, against any past, present or future president, trustee or other officer, director, member, employee, attorney or agent of the Village, or any incorporator, officer, director, member, trustee, employee or agent of any successor corporation or body politic, as such, either directly or through the Village or any successor corporation or body politic, under any rule of law or equity, statute or constitution or

by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, directors, trustees, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of any of the Series 2017 Bonds.

IN WITNESS WHEREOF, the Village of Hampshire, Kane County, Illinois has caused these presents to be signed in its name and on its behalf by its President and its corporate seal to be hereunto affixed and attested by its Village Clerk and to evidence its acceptance of the trusts hereby created Amalgamated Bank of Chicago has caused these presents to be signed in its name and on its behalf by its Authorized Officer, its official seal to be hereunto affixed and the same to be attested by its Authorized Officer, all as of the day and year first above written.

VILLAGE OF HAMPSHIRE
Kane County, Illinois

By: _____
President

[SEAL]

Attest:

By: _____
Village Clerk

AMALGAMATED BANK OF CHICAGO, as
trustee

By: _____
Authorized Officer

[SEAL]

Attest:

By: _____
Authorized Officer

EXHIBIT A

VILLAGE OF HAMPSHIRE SPECIAL SERVICE AREA NUMBER 14

Legal Description of Property

That part of the East Half of the Southeast Quarter of Section 12, and that part of the Northeast Quarter of the Northeast Quarter of Section 13, all in Township 42 North, Range 6 East of the Third Principal Meridian, and that part of the West Half of the Southwest Quarter of Section 7, and that part of the Northwest Quarter of the Northwest Quarter of Section 18, all in Township 42 North, Range 7 East of the Third Principal Meridian, in Kane County, Illinois, described as follows:

Beginning at the Northeast Corner of the West Half of the Southwest Quarter of said Section 7; thence South 00 Degrees 03 Minutes 47 Seconds West, along the East Line of said West Half, 2636.95 feet, to a point on the South Line of the Southwest Quarter of said Section 7, also being the North Line of the Northwest Quarter of said Section 18; thence South 00 Degrees 06 Minutes 40 Seconds West, along the East Line of the Northwest Quarter of the Northwest Quarter of said Section 18, 1313.27 feet, to the Southeast Corner thereof; thence North 89 Degrees 54 Minutes 22 Seconds West, along the South Line of the Northwest Quarter of said Northwest Quarter, 1352.04 feet, to the Southwest Corner thereof; thence North 00 Degrees 07 Minutes 00 Seconds West, along the West Line of said Northwest Quarter, also being the East Line of the Northeast Quarter of said Section 13, 9.73 feet, to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 13; thence South 89 Degrees 23 Minutes 31 Seconds West, along the South Line of said Quarter, 352.35 feet, to the Center Line of Big Timber Road (County Highway 21); thence Northwesterly, 556.72 feet, along said Center Line, on a non-tangent curve, concave Southwesterly, having a Radius of 1910.08 feet, a chord bearing North 62 Degrees 17 Minutes 41 Seconds West, and a chord distance of 554.76 feet, to the East Line of the West 465.63 feet of the Northeast Quarter of said Northeast Quarter of Section 13; thence North 00 Degrees 02 Minutes 05 Seconds West, along the afore described East Line, 31.77 feet, to the Northerly Right-of-Way Line of said Big Timber Road; thence Northwesterly 59.01 feet, along said Northerly Right-of-Way Line on a non-tangent curve, concave Southwesterly, having a Radius of 1940.08, a chord bearing North 71 Degrees 49 Minutes 39 Seconds West, and a chord distance of 59.01, to a point of tangency; thence North 72 Degrees 41 Minutes 56 Seconds West, continuing along said Northerly Right-of-Way Line, 49.48 feet; thence North 14 Degrees 02 Minutes 52 Seconds East, 773.08 feet; thence North 00 Degrees 07 Minutes 17 Seconds West, 1605.12 feet, to the Northerly Line of Henning Road 60 foot Right-of-Way as monumented and occupied; thence North 89 Degrees 00 Minutes 33 Seconds East, along said Northerly Right-of-Way, 38.68 feet; thence North 00 Degrees 03 Minutes 47 Seconds East, 1275.26 feet, to a point on the North Line of the Southeast Quarter of said Section 12; thence North 89 Degrees 19 Minutes 10 Seconds East, along said North Line, 714.25 feet, to the Northeast Corner of the Southeast Quarter of said Section 12; thence South 00 Degrees 20 Minutes 50 Seconds East along the East Line of the Southeast Quarter of said Section 12, also being the West Line of the Southwest Quarter of said Section 7, 16.54 feet, to the Northwest Corner of the Southwest Quarter of said Section 7; thence South 89 Degrees 50 Minutes 33 Seconds East, along the North Line of the Southwest Quarter of said Section 7, 678.73 feet (677.4 feet deed), to an iron pipe;

thence South 23 Degrees 10 Minutes 10 Seconds West, 284.86 feet (286.3 feet deed), to an iron pipe; thence South 00 Degrees 01 Minutes 51 Seconds West, 199.80 feet, to an iron pipe; thence North 89 Degrees 57 Minutes 41 Seconds East, 65.02 feet (65.0 feet deed), to an iron pipe; thence North 15 Degrees 45 Minutes 44 Seconds East, 195.30 feet (195.4 feet deed), to an iron pipe; thence North 32 Degrees 09 Minutes 39 Seconds East, 322.71 feet (322.6 feet deed) to an iron pipe on the North Line of the Southwest Quarter of said Section 7; thence South 89 Degrees 50 Minutes 33 Seconds East, along said North Line, 509.29 feet, to the point of beginning.

Excepting therefrom that part described as follows:

Commencing at the Southwest corner of said Southwest Quarter of Section 7; thence North 39 Degrees 42 Minutes 00 Seconds East, 113.99 feet, to the point of beginning; thence North 89 Degrees 52 Minutes 43 Seconds East, 111.85 feet, to a point of curvature; thence Easterly, 140.81 feet, along a curve tangent to the last described course, concave North, having a Radius of 326.00 feet, a chord bearing North 77 Degrees 30 Minutes 17 Seconds East, and a chord distance of 139.72 feet; thence South 24 Degrees 52 Minutes 09 Seconds East, 115.00 feet; thence South 52 Degrees 47 Minutes 16 Seconds West, 58.56 feet; thence South 11 Degrees 43 Minutes 03 Seconds West, 54.88 feet; thence South 61 Degrees 43 Minutes 59 Seconds West, 200.33 feet; thence North 77 Degrees 45 Minutes 22 Seconds West, 83.26 feet, to a point on a non-tangent curve; thence Northerly, 181.29 feet, along said non-tangent curve, concave West, having a Radius of 840.00 feet, a chord bearing North 06 Degrees 03 Minutes 40 Seconds East, and a chord distance of 180.94 feet; thence North 00 Degrees 07 Minutes 17 Seconds West, 60.32 feet to the point of beginning of this exception. (upon recording of the final plat of subdivision, this exception shall also be known as Lot "I" in Lakewood Crossing Subdivision)

Also excepting therefrom that part described as follows:

Commencing at the Northeast Corner of the West Half of the Southwest Quarter of said Section 7; thence South 00 Degrees 03 Minutes 47 Seconds West, 1354.37 feet, along the East Line of said West Half; thence North 74 Degrees 49 Minutes 04 Seconds West, 219.97 feet to a point on a non-tangent curve; thence Southerly, 20.70 feet, along said non-tangent curve, concave West, having a Radius of 617.00 feet, a chord bearing South 16 Degrees 08 Minutes 36 Seconds West, and a chord distance of 20.70 feet to a point of reverse curvature; thence Southerly, 88.98 feet, along a curve, concave East, having a Radius of 683.00 feet a chord bearing South 13 Degrees 22 Minutes 20 Seconds West, and a chord distance of 88.92 feet, to the point of beginning; thence continuing Southerly 60.02 feet, along said curve, concave East, having a Radius of 683.00 feet, a chord bearing South 07 Degrees 07 Minutes 21 Seconds West, and a chord distance of 60.00 feet; thence North 82 Degrees 52 Minutes 38 Seconds West, 70.00 feet; thence North 07 Degrees 07 Minutes 22 Seconds East, 60.00 feet; thence South 82 Degrees 52 Minutes 38 Seconds East, 70.00 feet, to the point of beginning. (upon recording of the final plat of subdivision, this exception shall also be known as Lot "K" in Lakewood Crossing Subdivision)

Also excepting therefrom that part thereof lying within the 60 foot Right-of-Way easement for Lakehead Pipeline Company by Trust 4632, recorded October 13, 1999 as Document Number 1999R0071205 in the McHenry County Recorder's Office and re-recorded December 2, 1999 as Document Number 1999R114300 in the Kane County Recorder's Office.

Property Index Numbers: 01-12-400-001; 01-12-400-002; 01-13-200-001; 01-13-200-002; 02-07-300-001; 02-18-100-001.

EXHIBIT B

_____ (“ ”) _____, _____, has delivered its municipal bond insurance policy (the “**Policy**”) with respect to the scheduled payments due of principal of and interest on this Bond to Amalgamated Bank of Chicago, Chicago, Illinois, or its successor, as paying agent for the Bonds (the “**Paying Agent**”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of as more fully set forth in the Policy.

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF KANE

**VILLAGE OF HAMPSHIRE
KANE COUNTY, ILLINOIS
SPECIAL SERVICE AREA NUMBER 14
SPECIAL TAX REFUNDING BOND
SERIES 2017
(LAKEWOOD CROSSING SUBDIVISION)**

Bond No. _____ Principal Amount: \$ _____

Date of Bond: _____, 2017 Interest Rate: _____ %

CUSIP: _____ Date of Maturity: _____

Registered Owner: Cede & Co.

The Village of Hampshire, Kane County, Illinois (the “**Village**”), for value received, promises to pay to the Registered Owner specified above or registered assigns, upon presentation and surrender of this bond at the office of Amalgamated Bank of Chicago, Chicago, Illinois, as Trustee (the “**Trustee**”) the Principal Amount of this bond specified above on the Date of Maturity specified above and to pay the Registered Owner of this bond interest on that sum at the Interest Rate per year specified above from the Date of Bond specified above to the Date of Maturity specified above, payable semiannually on March 1 and September 1, with the first interest payment date being September 1, 2017. Interest shall be computed on the basis of a 360-day year of twelve 30-days months. Interest on this bond shall be payable on each interest payment date by check or draft of the Trustee mailed to the person in whose name this bond is registered at the close of business on the 15th day of the month preceding such interest payment date. During such time as this bond is registered so as to participate in a securities depository system with The Depository Trust Company (“**DTC**”), principal of and interest on this Bond shall be payable by wire transfer pursuant to instructions from DTC. The principal of, interest on and redemption premium on this bond are payable in lawful money of the United States of America. No interest shall accrue on this bond after its Date of Maturity unless this bond shall have been presented for payment at maturity and shall not then have been paid.

This bond is one of an authorized issue of Series 2017 Bonds in the aggregate principal amount of \$_____. This bond and the issue of which it is a part (together, the “**Series 2017 Bonds**”) are issued pursuant to the provisions of the “Special Service Area Tax Law,” 35 ILCS §200/27-5 et seq., as amended, and the provisions of the Local Government Debt Reform Act, 30 ILCS §350/1 et seq., as amended, and the principal of and interest on the Series 2017 Bonds are payable from special taxes (the “**Special Taxes**”) levied on all taxable real property within the Village of Hampshire Special Service Area Number 14 (the “**Special Service Area**”) pursuant to a special tax roll.

The Series 2017 Bonds are being issued for the purpose of refunding the Series 2006 Bonds, all as more fully described in an ordinance adopted by the President and Board of Trustees of the Village on May 18, 2017 (the “**Bond Ordinance**”) and a Trust Indenture dated as of _____, 2017 between the Village and the Trustee (the “**Indenture**”), to all the provisions of which the holder by the acceptance of this bond assents. Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Indenture. The Series 2017 Bonds, together with the interest thereon, are limited obligations of the Village, payable solely from the collection of the Special Taxes and other moneys deposited in certain Funds and Accounts established pursuant to the Indenture. For the prompt payment of the principal of and interest on this bond the Special Taxes are hereby irrevocably pledged. **THE SERIES 2017 BONDS DO NOT CONSTITUTE GENERAL OBLIGATIONS OF THE VILLAGE AND NEITHER THE FULL FAITH AND CREDIT NOR THE UNLIMITED TAXING POWER OF THE VILLAGE SHALL BE PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2017 BONDS.**

The Series 2017 Bonds maturing March 1, 2022 and bearing interest at ____% per annum are subject to mandatory sinking fund redemption and final payment at a price of par plus accrued interest, without premium, on March 1, of the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>
2018	\$
2019	
2020	
2021	
2022 (maturity)	

The Series 2017 Bonds maturing March 1, 2027 and bearing interest at ____% per annum are subject to mandatory sinking fund redemption and final payment at a price of par plus accrued interest, without premium, on March 1, of the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>
2023	\$
2024	
2025	
2026	
2027 (maturity)	

The Series 2017 Bonds maturing March 1, 2032 and bearing interest at ____% per annum are subject to mandatory sinking fund redemption and final payment at a price of par plus accrued interest, without premium, on March 1, of the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>
2028	\$
2029	
2030	
2031	
2032 (maturity)	

The Series 2017 Bonds maturing March 1, 2036 and bearing interest at ____% per annum are subject to mandatory sinking fund redemption and final payment at a price of par plus accrued interest, without premium, on March 1, of the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>
2033	\$
2034	
2035	
2036 (maturity)	

The Village covenants that it will redeem the Series 2017 Bonds pursuant to the mandatory sinking fund redemption requirements for the Series 2017 Bonds to the extent amounts are on deposit in the Bond and Interest Fund.

The foregoing mandatory sinking fund redemptions are subject to adjustment as described in Sections 4.2, 4.3 and 4.4 of the Indenture. The Village covenants that it will redeem the Series 2017 Bonds pursuant to the mandatory sinking fund redemption requirements for the Series 2017 Bonds.

The Series 2017 Bonds maturing on or after March 1, 2028 are subject to optional redemption prior to maturity at the option of the Village, in whole or in part, on any date on or after March 1, 2027, at a redemption price of par; plus accrued and unpaid interest to the date of redemption.

Any optional redemption of Series 2017 Bonds shall be applied, to the extent possible, to reduce pro rata the amount required to be paid at maturity and to be redeemed by mandatory sinking fund redemption pursuant to the Indenture, and so as to maintain the proportion of principal maturing in each year and subject to mandatory sinking fund redemption to the total original principal amount of Series 2017 Bonds.

The Series 2017 Bonds are subject to mandatory redemption on any date, in part, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from amounts in the Special Redemption Account consisting of the proceeds received by the Village in connection with a condemnation of any of the Special Services or any other property owned by or dedicated to the Village within the Special Service Area and allocable to the Series 2017 Bonds as determined by the Consultant and which proceeds are not used by the Village to rebuild the Special Services.

Any mandatory redemption of the Series 2017 Bonds in part from proceeds from condemnation, or prepayments of the Special Taxes shall be applied to the extent possible, to reduce pro rata the amount of Series 2017 Bonds required to be paid at maturity and to be redeemed by mandatory sinking fund redemption pursuant to the Indenture, and so as to maintain the proportion of principal maturing in each year and subject to mandatory sinking fund redemption to the total original principal amount of Series 2017 Bonds.

The Series 2017 Bonds are also subject to mandatory redemption on any March 1, June 1, September 1 or December 1, in part, from amounts available for disbursement from the Special Redemption Account and from amounts transferred from the Reserve Fund and the Special Reserve Fund to the Special Redemption Account in connection with optional prepayments of the Special Taxes, at a redemption price (expressed as a percentage of the principal amount of the Series 2017 Bonds to be redeemed), as set forth below, together with accrued interest on such Series 2017 Bonds to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
On or prior to February 28, 2026	102%
March 1, 2026 through February 28, 2027	101
March 1, 2027 and thereafter	100

Any mandatory redemption of the Series 2017 Bonds in part from optional prepayments of Special Taxes shall be applied, to the extent possible, to reduce pro rata the amount of Series 2017 Bonds required to be paid at maturity and to be redeemed by mandatory sinking fund redemption pursuant to the Indenture, and so as to maintain the proportion of principal maturing in each year and subject to mandatory sinking fund redemption to the total original principal amount of Series 2017 Bonds.

If less than all the Series 2017 Bonds of any maturity are to be redeemed on any redemption date, the Bond Registrar named below will assign to each Bond of the maturity to be redeemed a distinctive number for each \$1,000 of principal amount of that Bond. The Bond Registrar will then select randomly from the numbers so assigned, using such method as it shall deem proper in its discretion, as many numbers as, at \$1,000 per number, shall equal the principal amount of Series 2017 Bonds of that maturity to be redeemed; provided that following any redemption, no Series 2017 Bonds shall be outstanding in an amount less than the minimum

Authorized Denomination except as necessary to effect the mandatory sinking fund redemption of Series 2017 Bonds as provided in the Indenture.

Notice of the redemption of any Series 2017 Bonds, which by their terms shall have become subject to redemption, will be given to the registered owner of each Bond called for redemption in whole or in part not less than 20 or more than 60 days before any date established for redemption of Series 2017 Bonds, by the Bond Registrar, on behalf of the Village, by registered or certified mail sent to the registered owner's last address, if any, appearing on the registration books kept by the Bond Registrar. All notices of redemption shall include at least the designation, date and maturities of Series 2017 Bonds called for redemption, CUSIP Numbers, if available, and the date of redemption. In the case of a Series 2017 Bond to be redeemed in part only, the notice will also specify the portion of the principal amount of the Bond to be redeemed. The mailing of the notice specified above to the registered owner of any Series 2017 Bond will be a condition precedent to the redemption of that Series 2017 Bond, provided that any notice which is mailed in accordance with the Indenture will be conclusively presumed to have been duly given whether or not the owner received that notice. The failure to mail notice to the owner of any Series 2017 Bond, or any defect in that notice, shall not affect the validity of the redemption of any other Series 2017 Bonds.

This bond is negotiable, subject to the following provisions for registration and registration of transfer. The Village maintains books for the registration and registration of transfer of Series 2017 Bonds at the office of the Trustee, as Bond Registrar. This bond is fully registered on those books in the name of its owner, as to both principal and interest, and transfer of this bond may be registered on those books upon surrender of this bond to the Bond Registrar by the registered owner or his or her attorney duly authorized in writing together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney. Upon surrender of this bond for registration of transfer, a new bond or bonds in the same aggregate principal amount and of the same maturity will be issued to the transferee as provided in the Indenture.

This bond may be exchanged, at the option of the Registered Owner, for an equal aggregate principal amount of bonds of the same maturity of any other Authorized Denominations, upon surrender of this bond at the office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner or his or her duly authorized attorney.

For every exchange or registration of transfer of this bond, the Village or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge, other than one imposed by the Village, required to be paid with respect to that exchange or registration of transfer, and payment of that charge by the person requesting exchange or registration of transfer shall be a condition precedent to that exchange or registration of transfer. No other charge may be made by the Village or the Bond Registrar as a condition precedent to exchange or registration of transfer of this bond.

The Bond Registrar shall not be required to exchange or register the transfer of any Bond following the close of business on the 15th day of the month preceding any interest payment date on such Bond, nor to transfer or exchange any Bond after notice calling such Bond for

redemption has been mailed, nor during a period of 15 days next preceding mailing of a notice of redemption of any Series 2017 Bonds.

The Village, the Trustee and the Bond Registrar may deem and treat the registered owner of this bond as its absolute owner, whether or not this bond is overdue, for the purpose of receiving payment of the principal of or interest on this bond and for all other purposes, and neither the Village, the Bond Registrar nor the Trustee shall be affected by any notice to the contrary. Payment of the principal of and interest on this bond shall be made only to its registered owner, and all such payments shall be valid and effective to satisfy the obligation of the Village on this bond to the extent of the amount paid.

All conditions which by law must have existed or must have been fulfilled in the issuance of this bond existed and were fulfilled in compliance with law. Provision has been made for the levy, collection and segregation of the Special Taxes sufficient to pay and discharge the principal of this bond at maturity and to pay interest on this bond as it falls due. The issuance of the Series 2017 Bonds by the Village will not cause the Village to exceed or violate any applicable limitation or condition respecting the issuance of bonds imposed by the law of the State of Illinois or by any indenture, ordinance or resolution of the Village. The Series 2017 Bonds are issued for purposes for which the Village is authorized by law to issue bonds including but not limited to the refunding of the Series 2006 Bonds, making deposits to a reserve fund, an administrative expense fund and paying costs of the Village in connection with the issuance of the Series 2017 Bonds.

This bond shall not be valid for any purpose unless and until the certificate of authentication on this bond shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the Village of Hampshire, Kane County, Illinois, by its President and Board of Trustees, has caused this bond to be executed by the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Village Clerk and has caused its corporate seal to be affixed to this bond (or a facsimile of its seal to be printed on this bond), all as of the Date of Bond specified above.

VILLAGE OF HAMPSHIRE
Kane County, Illinois

By: _____
President

(SEAL)

ATTEST:

Village Clerk

Date of Authentication:

_____, 2017

This bond is one of the bonds described in the Indenture authorizing the issuance of \$_____ Village of Hampshire, Kane County, Illinois Special Service Area Number 14 Special Tax Refunding Bonds, Series 2017 (Lakewood Crossing Subdivision).

AMALGAMATED BANK OF CHICAGO,
as Trustee

By: _____
Authorized Signatory

For Value Received, the undersigned sells, assigns and transfers to _____ this bond and all rights and title under this bond, and irrevocably constitutes and appoints _____ attorney to transfer this bond on the books kept for registration of this bond.

Dated: _____

EXHIBIT C

This Document was prepared by and after recording return to: [Insert name and address of Trustee]

(The Above Space For Recorder's Use Only)

SATISFACTION OF TAX LIEN

The undersigned duly elected and acting President of the Village of Hampshire, Kane County, Illinois (the "**Village**"), in consideration of the receipt of the sum of \$_____, hereby acknowledges and certifies that special taxes levied and to be extended in accordance with the Special Tax Roll approved by the President and Board of Trustees of the Village pursuant to Ordinance No. 06-11 adopted on April 20, 2006 (the "**Establishing Ordinance**") recorded as Document Number 2006K049065 on May 8, 2006, are paid and the lien of such taxes satisfied with respect to the following lot(s) in the Village's Special Service Area Number 14 (the "**SSA**"):

PIN Property Owner Address Subdivision

The undersigned further certifies that pursuant to **Exhibit B** of the Special Tax Roll and Report attached to and incorporated in the Establishing Ordinance as **Exhibit E** (the "**Special Tax Roll and Report**"), upon payment of the prepayment amount as calculated pursuant to the Special Tax Roll and Report, the Special Taxes which were prepaid shall not be levied on the Parcel for which the prepayment was made. Pursuant to Section VI.E. of the Special Tax Roll and Report, the Village shall amend the Special Tax Roll each calendar year to reflect the Maximum Parcel Special Tax.

Dated: _____

VILLAGE OF HAMPSHIRE
Kane County, Illinois

By: _____
Title: Village President

Approved by:

DAVID TAUSSIG & ASSOCIATES, INC.

By: _____
Title: _____

The Trustee hereby acknowledges receipt of the sum of \$ _____

**AMALGAMATED BANK OF
CHICAGO**, as trustee

By: _____

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for such County and State aforesaid, do hereby certify that _____, personally known to me to be the President of the Village of Hampshire, Kane County, Illinois, whose name is subscribed to the foregoing Satisfaction, appeared before me this day in person and acknowledged that as such officer he signed and delivered the foregoing Satisfaction as such officer of the Village of Hampshire, Illinois, as his free and voluntary act, and as the free and voluntary act and deed of such Village, for the uses and purposes therein set forth.

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

Notary Public

Commission expires: _____

EXHIBIT D

COSTS OF ISSUANCE DISBURSEMENT REQUEST

TO: _____

Attention: _____

RE: \$ _____
Village of Hampshire
Kane County, Illinois
Special Service Area Number 14
Special Tax Refunding Bonds, Series 2017
(Lakewood Crossing Subdivision)

Amount Requested: _____

Total Disbursements to Date: _____

1. Each obligation for which a disbursement is hereby requested is described in **Schedule I** hereto together with the name and address of the person, firm, or corporation to whom payment is due, for payment of costs of issuance, and any other payment instructions.
2. The bills, invoices, or statements of account for each obligation referenced in **Schedule I** are attached hereto as **Schedule II**.
3. The Issuer hereby certifies that:
 - a. This written requisition is for payment of costs in connection with the issuance of the above-referenced Series 2017 Bonds and the specific purpose for which this request is made is described in **Schedule I**.
 - b. Payment instructions sufficient to make the requested payment are set forth in **Schedule I**.
 - c. No portion of the amount being requested to be disbursed was set forth in any previous request for disbursement.
4. All capitalized terms herein shall have the meanings assigned to them in the Trust Indenture for the above-referenced Special Tax Refunding Bonds dated as of _____, 2017 by and between the Village of Hampshire, Kane County, Illinois and Amalgamated Bank of Chicago, as Trustee.

By: _____
Authorized Officer

No. 17 -

**A RESOLUTION
GRANTING AN EASEMENT FOR STORM SEWER AND DRAINAGE PURPOSES**

WHEREAS, the Hampshire Township Park District has plans to add certain improvements to Bruce Ream Park in the Village, including a splash pool; and

WHEREAS, the splash pool will require adding new improvements for an underground storm sewer;

WHEREAS, a Grant of Easement plat has been prepared showing the location of the proposed easement; and

WHEREAS, the Corporate Authorities find that it is necessary and advisable to grant such easement for the benefit of the Park District.

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

Section 1. The Village shall and hereby does grant an easement for storm sewer purposes to the Hampshire Township Park District, in the location shown on the attached Grant of Easement.

Section 2. The Village President shall execute and deliver said Grant of Easement to the Park District, and said plat shall be recorded in the office of the Kane County Recorder promptly after enactment of this Resolution.

Section 3. Any motion, order, resolution or ordinance in conflict with the provisions of this Resolution is to the extent of such conflict hereby superseded and waived.

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

Section 5. This Resolution shall take full force and effect upon its passage and approval as provided by law.

ADOPTED this _____ day of _____, 2017, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this _____ day of _____, 2017.

Jeffrey Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk



May 15, 2017

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

**Re: Grant of Easement
Hampshire Township Park District
Bruce Ream Park Improvements**

Mr. Magnussen:

The Hampshire Township Park District is proposing to install a non-recirculating splash pad at Bruce Ream Park. Per the Illinois Department of Public Health, the splash pad can be tied to either the storm sewer or the sanitary sewer system. Based on the adjacent existing infrastructure, the only sewer system deep enough to accommodate the proposed improvements is the sanitary sewer located at the (former) Wells 5 and 6 site.

Attached you will find the necessary Grant of Easement document that would allow the Park District to construct a 6-inch PVC sewer service line that would drain the splash pad to the existing sanitary sewer. If you have any questions or require additional information, please call our office.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

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

Enclosure

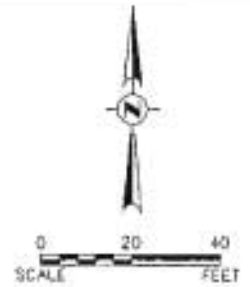
pc: Linda Vasquez, Village Clerk (Via e-mail)
Lori Lyons, Finance Director (Via e-mail)
Mark Schuster, Village Attorney (Via e-mail)
Laura Schraw, Hampshire Township Parks Department (Via e-mail)
BPS, KDW, EEI (Via e-mail)

GRANT OF EASEMENT

TO THE

HAMPSHIRE TOWNSHIP PARK DISTRICT

KANE COUNTY, ILLINOIS



UTILITY EASEMENT LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 12 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHEAST CORNER OF A PARCEL OF LAND CONVEYED BY DOCUMENT 1103356 RECORDED JANUARY 5, 1988, THENCE NORTH 89 DEGREES 49 MINUTES 39 SECONDS WEST, ALONG THE SOUTH LINE OF SAID PARCEL, 115.29 FEET TO THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 49 MINUTES 39 SECONDS WEST, ALONG THE SOUTH LINE OF SAID PARCEL, 18.87 FEET, THENCE NORTH 39 DEGREES 33 MINUTES 16 SECONDS WEST, 163.96 FEET, THENCE NORTH 51 DEGREES 37 MINUTES 44 SECONDS EAST, 15.00 FEET, THENCE SOUTH 56 DEGREES 22 MINUTES 18 SECONDS EAST, 174.47 FEET TO THE POINT OF BEGINNING.

UTILITY EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE UTILITY EASEMENT IS HEREBY GRANTED TO AND RESERVED FOR THE HAMPSHIRE TOWNSHIP PARK DISTRICT, ITS SUCCESSORS AND ASSIGNS.

SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE SANITARY SEWER. NO PERMANENT BUILDING OR TRESS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR LAWNS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREBY GRANTED.

THE TEMPORARY CONSTRUCTION EASEMENTS SHALL TERMINATE ON 12-31-2017.



KLICK STREET

JEFFERSON STREET

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS))
COUNTY OF KANE)

APPROVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANSAS, THIS _____ DAY OF _____, 2017.

VILLAGE PRESIDENT

VILLAGE CLERK

STATE OF ILLINOIS))
COUNTY OF KANE)

THIS IS TO CERTIFY THAT ENGINEERING ENTERPRISES, INC. HAS PREPARED THIS GRANT OF EASEMENT AS SHOWN BY THE ANNEKED PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY, FOR THE USES AND PURPOSES DESCRIBED HEREIN. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS.

THIS 16th DAY OF MAY, 2017.

By _____
PROFESSIONAL LAND SURVEYOR #25261
(EXP. 11-30-18)
ENGINEERING ENTERPRISES, INC.
PROFESSIONAL DESIGN FIRM # 184-020003
EXP. 04-30-18




Engineering Enterprises, Inc.
CONSULTING ENGINEERS
32 Wheeler Road
Sugar Grove, Illinois 60554
630-468-6700 / www.eeinc.com

HAMPSHIRE TOWNSHIP PARK DISTRICT
390 SOUTH AVENUE
HAMPSHIRE, ILLINOIS 60140

DATE	MAY 16, 2017
PROJECT NO.	180114
FILE NO. RETURN-CASE	
PAGE 1 OF 1	

No. 17 -

**AN ORDINANCE
AMENDING THE ZONING CLASSIFICATION OF CERTAIN LOTS ON
EAST STREET AND MILL AVENUE IN THE VILLAGE, FROM B-1 CENTRAL
BUSINESS DISTRICT TO R-2 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT**

WHEREAS, the Village filed a Petition for Zoning Amendment as to certain properties located on East Street and on Mill Avenue in the Village, to amend the zoning classification of said lots from B-1 Central Business District to R-2 Single Family Residential Zoning District; and

WHEREAS, the affected properties, being eight in number, are identified and legally described as set forth on the attached Exhibit "A"; and

WHEREAS, a public hearing regarding this request for re-zoning was convened by the Village Zoning Board of Appeals on April 25, 2017, and recessed; and then reconvened by the Village Zoning Board of Appeals on May 9, 2017, pursuant to Notice published in the Daily Herald newspaper on April 7, 2017; and

WHEREAS, following consideration of the Petition, the testimony, evidence and comments presented at the public hearing, and the appropriate standards for zoning amendment, the Zoning Board of Appeals recommended to the Village Board that the Petition for Zoning Amendment be approved, and forwarded to the Board of Trustees its written Findings of Fact and Recommendation regarding same; and

WHEREAS, the Corporate Authorities, after reviewing the Petition, the proceedings at the public hearing, and the Findings of Fact and Recommendation of the Zoning Board of Appeals, deem it to be in the best interests of the Village that said petition 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, regarding the eight properties identified and legally described in said Petition and on Exhibit "A" attached hereto and incorporated herein by this reference, shall be and is granted, and said properties shall be and hereby are classified in the R-2 Single Family Residential Zoning District in the Village.

Section 2. The Village Clerk shall be and is hereby authorized to note upon the official zoning map of the Village the grant of zoning made by this Ordinance

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 _____, 2017, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this ____ day of _____, 2017.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

EXHIBIT A

1. Lot 2 in Block 8 of Whelpley and Rinn's Addition to Hampshire Center, in Township of Hampshire, Kane County, Illinois.

PIN: 01-21-426-008
Common Address: 176 East Street, Hampshire, IL. 60140

OWNER(S):

Jose E. Trejo and Tracy M. Trejo

2. Lot 1 in Block 8 of Whelpley and Rinn's Addition to Hampshire Center, in Township of Hampshire, Kane County, Illinois.

PIN: 01-21-426-033 (formerly part of 01-21-426-022)
Common Address: 128 East Street, Hampshire, IL. 60140

OWNER(S):

Patrick Barton and Colleen Barton

3. Parcel 1:

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

Commencing at the point of intersection of the North line of Mill Street with the East line of East Street; thence north along the East line and East line extended of said East Street 253.5 feet for the point of beginning; thence East parallel with the North line of Mill Street 170 feet; thence North parallel with the extended East line of East Street 91.5 feet; thence West parallel with the North line of Mill Street 170 feet to said extended East line of East Street; thence South along said extended East line 91.5 feet to the point of beginning, in the Village of Hampshire, Kane County, Illinois.

Parcel 2:

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

Commencing at the point of intersection of the North line of Mill Street with the East line of East Street; thence North along the East line and East line extended of said East Street 345 feet for the point of beginning; thence East parallel with the North line of Mill Street 170 feet; thence North parallel with the extended East line of East Street 80 feet; thence West parallel with the North line of Mill Street 170 feet to said extended East line of East Street; thence South along said extended East line 80 feet to the point of beginning, in the Village of Hampshire, Kane County, Illinois.

PIN: 01-21-427-002
Common Address: 191 East Street, Hampshire, IL. 60140

OWNER(S):

Henry Gehringer and Judith Gehringer

4. That part of the Northeast Quarter of the Southeast Quarter of Section 21, Township 41 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the North line of Mill Street with the East line of East Street in the Village of Hampshire, thence North along said East line of East Street, 165 feet, for the point of beginning; thence East parallel with the North line of Mill Street 1700 feet; thence North parallel with the East line of East Street 898.5 feet; thence West parallel with the North line of said Mill Street 170 feet to said East line of East Street; thence South along said East line 88.5 feet to the point of beginning; in the Village of Hampshire, Kane County, Illinois.

PIN: 01-21-427-003
Common Address: 173 East Street, Hampshire, IL. 60140

OWNER(S):

Raoul R. Johnston and Donna L. Johnston

5. That part of the Northeast Quarter of the Southeast Quarter of Section 21, Township 41 North, Range 6 East of the Third Principal Meridian, described as follows:

Beginning at a point 100 feet North of the East line of a street running directly North from Mill Street and dividing this property from Whelpley and Rinin's Addition, running thence North 65 feet, thence East 170 feet, thence South 65 feet, thence West 170 feet to the point of beginning, in the Village of Hampshire, Kane

County, Illinois.

PIN: 01-21-427-004
Common Address: 125 East Street, Hampshire, IL. 60140

OWNER(S):

Rosemary Wisniewski and Lukasz G. Wisniewski

6. That part of the South East $\frac{1}{4}$ of Section 21, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Beginning at the point of intersection of the North line of Mill Street with the East line of East Street in the Village of Hampshire; thence North along said East line of East Street 100 feet; thence East parallel with the North line of Mill Street, 100 feet; thence South parallel with the East line of East Street, 100 feet to the North line of Mill Street; thence West along said North line 100 feet to the point of beginning; in the Village of Hampshire, Kane County, Illinois.

PIN: 01-21-427-005
Common Address: 130 Mill Street, Hampshire, IL. 60140

OWNER(S):

Dean H. Warrington and Cecile M. Warrington
Declaration of Trust dated October 16, 1992.

Dean H. Warrington, and Cecile M. Warrington,
Trustees

7. That part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to Section 21, Township 42 North, Range 6, East of the Third Principal Meridian, described as follows:

Commencing at the center line of Mill Street in the Village of Hampshire, at a point 223 feet West of the East line of said Section 21; thence North 125 feet; thence West 70 feet; thence South 125 feet; thence east 70 feet to the point of beginning, in the Village of Hampshire, Kane County, Illinois.

PIN: 01-21-427-006
Common Address: 106 Mill Street, Hampshire, IL. 60140

OWNER:

John Seyller

8. That part of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Beginning at a point on the West line of East Street at the Northeast corner of Block 8 of Whelpley and Rinn's Addition to the Village of Hampshire Center; thence West parallel with the North line of said Block 130 feet to the West line extended North of said Block; thence North along said extended West line 140 feet to the Southerly line of an open drainage ditch; thence Easterly along said Southerly line 130.15 feet to the West line extended North of said East Street; thence South along said extended West line 150 feet to the point of beginning, in the Village Of Hampshire, Kane County, Illinois.

PIN: 01-21-426-002
Common Address: 194 East Street, Hampshire, IL. 60140

OWNER(s):

H. E. Meyer
G. W. Meyer
S. A. Armand

**VILLAGE OF HAMPSHIRE
ZONING BOARD OF APPEALS**

IN RE:

**PETITION OF THE VILLAGE FOR ZONING AMENDMENT FROM B-1
CENTRAL BUSINESS DISTRICT TO R-2 RESIDENTIAL ZONING
DISTRICT, FOR CERTAIN PROPERTIES LOCATED ON EAST STREET
AND MILL AVENUE IN THE VILLAGE.**

FINDINGS OF FACT

The Petition of the Village for amendment to the Village zoning map in regard to certain properties located on East Street and on Mill Avenue in the Village having been duly filed with the Village Clerk, the Zoning Board of Appeals having considered the application, and the testimony and evidence submitted at a public hearing, the Zoning Board of Appeals FINDS as follows:

1. A Petition for Zoning Amendment for the following properties on East Street and on Mill Avenue in the Village (the "Subject Property") has been filed with the Village Clerk, requesting a change of zoning classification from B-1 Central Business Zoning District to R-2 Residential Zoning District;

See attached Exhibit "A"
for a list of all the properties, owners and legal descriptions.

2. A public hearing before the Zoning Board of Appeal in regard to the Petition was conducted on May 9, 2017.
3. Notice of said public hearing was published in the Daily Herald newspaper on April 7, 2017, a date not less than fifteen nor more than thirty days preceding the date of the public hearing.
4. Notice of said public hearing was posted on the property not less than fifteen days prior to the hearing date; an Affidavit of Posting has been filed with the Village Clerk.
5. A letter was sent to each owner, dated April 28, 2017, regarding the Petition and the public hearing. A copy of the form of said letter is attached hereto as Exhibit "B."
6. Each separate property is under the unified or coordinated control of the Owner indicated on Exhibit "A."

7. Each parcel is currently improved with a single family residence.
8. The Village Attorney, Mark Schuster, made a presentation to the Zoning Board of Appeals regarding the proposed zoning amendment(s); that each property is currently classified in the B-1 Central Business District, and such classifications renders the use of the premises “non-conforming” under the Village’s Zoning Regulations; and that the nature of such non-conforming use has created or would in the future create a problem for financing on the property; and further, responded to questions from ZBA members.
9. Three (3) members of the public appeared at the public hearing and two (2) offered comment on the proposed amendment(s) at the public hearing.
10. The Subject Properties are located within the Facilities Planning Area (“FPA”) of the Village, and each is currently served by Village utilities for sewer and water.
11. Access to the Subject Property is readily available via Mill Avenue and/or East Street.
12. The existing zoning in the area of the proposed development is mixed:

North	Hampshire Creek; and the Planned Residential Development of Prairie Ridge Community Development.
East	B-1 Central Business District, and B-2 Community Business District (to the southeast)
South	ICE RR property, and across the tracks, a mix of uses, including B-2 Community Business District, one R-2 Residential use, and B-1 Central Business District; and B-2 Community Business Zoning District.
West	A mix of uses, including B-1 Central Business District; B-3 Service Business Zoning District; and M-2 General Industrial Zoning District (north side of Mill Street); and M-1 Restricted Industrial Zoning District on the south side of Mill Street.
13. There is no recent new development among the subject properties, and there has been some re-development farther west on Mill Street which has included the Getzelman Auto Body shop, the new Elburn Co-op fuel distribution facility; and rehabilitation of the Village’s WWTF, in the past few years. The Township has renovated office space and the Township garage to the

west of the subject properties. Other uses in the neighborhood are long-established.

14. The proposed zoning as amended would be generally consistent with the 2004 Comprehensive Plan of the Village.
15. The Zoning Board of Appeals has considered the following five factors, set out in the Village of Hampshire Municipal Code, Section 6-14-3(G)(7), in regard to the Petition for Re-Zoning:
 - a. The existing uses within the general area of the property in question.
 - b. The zoning classification of property within the general area of the property in question.
 - c. The suitability of the property in question to the uses permitted under its existing zoning classification.
 - d. The trend of development (if any) in the general area of the property in question, including changes (if any) which have taken place in its present zoning classification.
 - e. The objectives of the current Comprehensive Plan.
16. The Zoning Board of Appeals has considered the following factors, established by the cases of LaSalle National Bank of Chicago v. Cook County, 145 N.E.2d 65 (1957); and Sinclair Pipeline v. Village of Richton Park, 167 N.E.2d 406 (1960), as they relate to the Petition for Zoning Amendment:
 - a. The existing zoning and uses on surrounding properties.
 - b. The extent to which property values are diminished or restricted by the existing zoning restrictions.
 - c. The extent to which the present zoning classification (despite any loss or restriction of the value of Petitioner's property) promotes public benefits of health, safety, morals or general welfare.
 - d. The relative gain to the public (from a zoning amendment) as compared to any hardship to the Petitioner (from continuing the present zoning).
 - e. The suitability of the Subject Property for the purpose(s) for which it is presently classified under the zoning regulations.
 - f. The length of time that the Subject Property has been vacant (under its present zoning

classification) as considered in the context of development in the area.

- g. The public need for the use(s) proposed by the Petitioner.
- h. The provisions of the 2004 Comprehensive Plan for the Village.

18. HERE INSERT ANY ADDITIONAL FINDINGS: None.

ACTION(S)

A. On motion by Hoffman, seconded by Albert, to recommend approval of the Petition for Zoning Amendment, from B-1 Central Business District to R-2 Residential District, for each of the properties listed on Exhibit "A," the vote of the Zoning Board of Appeals was 6 aye - 0 nay, as follows:

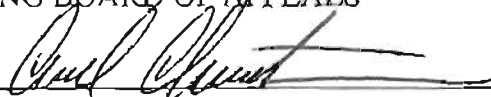
	<u>Aye</u>	<u>Nay</u>	
C. Christensen	<u>x</u>	<u> </u>	
W. Albert	<u>x</u>	<u> </u>	
N. Collins	<u>x</u>	<u> </u>	
R. Frillman	<u>x</u>	<u> </u>	
H. Hoffman	<u>x</u>	<u> </u>	
D. Rumoro	<u> </u>	<u> </u>	Absent
J. Schaul	<u>x</u>	<u> </u>	

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

Dated: May 9, 2017.

Respectfully submitted,

VILLAGE OF HAMPSHIRE
ZONING BOARD OF APPEALS

By: 
Carl Christensen

Chair

EXHIBIT A

1. Lot 2 in Block 8 of Whelpley and Rinn's Addition to Hampshire Center, in Township of Hampshire, Kane County, Illinois.

PIN: 01-21-426-008
Common Address: 176 East Street, Hampshire, IL. 60140

OWNER(S):

Jose E. Trejo and Tracy M. Trejo

2. Lot 1 in Block 8 of Whelpley and Rinn's Addition to Hampshire Center, in Township of Hampshire, Kane County, Illinois.

PIN: 01-21-426-033 (formerly part of 01-21-426-022)
Common Address: 128 East Street, Hampshire, IL. 60140

OWNER(S):

Patrick Barton and Colleen Barton

3. Parcel 1:

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

Commencing at the point of intersection of the North line of Mill Street with the East line of East Street; thence north along the East line and East line extended of said East Street 253.5 feet for the point of beginning; thence East parallel with the North line of Mill Street 170 feet; thence North parallel with the extended East line of East Street 91.5 feet; thence West parallel with the North line of Mill Street 170 feet to said extended East line of East Street; thence South along said extended East line 91.5 feet to the point of beginning, in the Village of Hampshire, Kane County, Illinois.

Parcel 2:

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

Commencing at the point of intersection of the North line of Mill Street with the East

line of East Street; thence North along the East line and East line extended of said East Street 345 feet for the point of beginning; thence East parallel with the North line of Mill Street 170 feet; thence North parallel with the extended East line of East Street 80 feet; thence West parallel with the North line of Mill Street 170 feet to said extended East line of East Street; thence South along said extended East line 80 feet to the point of beginning, in the Village of Hampshire, Kane County, Illinois.

PIN: 01-21-427-002
Common Address: 191 East Street, Hampshire, IL. 60140

OWNER(S):

Henry Gehringer and Judith Gehringer

4. That part of the Northeast Quarter of the Southeast Quarter of Section 21, Township 41 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the North line of Mill Street with the East line of East Street in the Village of Hampshire, thence North along said East line of East Street, 165 feet, for the point of beginning; thence East parallel with the North line of Mill Street 1700 feet; thence North parallel with the East line of East Street 898.5 feet; thence West parallel with the North line of said Mill Street 170 feet to said East line of East Street; thence South along said East line 88.5 feet to the point of beginning; in the Village of Hampshire, Kane County, Illinois.

PIN: 01-21-427-003
Common Address: 173 East Street, Hampshire, IL. 60140

OWNER(S):

Raoul R. Johnston and Donna L. Johnston

5. That part of the Northeast Quarter of the Southeast Quarter of Section 21, Township 41 North, Range 6 East of the Third Principal Meridian, described as follows:

Beginning at a point 100 feet North of the East line of a street running directly North from Mill Street and dividing this property from Whelpley and Rinn's Addition, running thence North 65 feet, thence East 170 feet, thence South 65 feet, thence West 170 feet to the point of beginning, in the Village of Hampshire, Kane County, Illinois.

PIN: 01-21-427-004

Common Address: 125 East Street, Hampshire, IL. 60140

OWNER(S):

Rosemary Wisniewski and Lukasz G. Wisniewski

6. That part of the South East $\frac{1}{4}$ of Section 21, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Beginning at the point of intersection of the North line of Mill Street with the East line of East Street in the Village of Hampshire; thence North along said East line of East Street 100 feet; thence East parallel with the North line of Mill Street, 100 feet; thence South parallel with the East line of East Street, 100 feet to the North line of Mill Street; thence West along said North line 100 feet to the point of beginning; in the Village of Hampshire, Kane County, Illinois.

PIN: 01-21-427-005

Common Address: 130 Mill Street, Hampshire, IL. 60140

OWNER(S):

Dean H. Warrington and Cecile M. Warrington
Declaration of Trust dated October 16, 1992.

Dean H. Warrington, and Cecile M. Warrington,
Trustees

7. That part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to Section 21, Township 42 North, Range 6, East of the Third Principal Meridian, described as follows:

Commencing at the center line of Mill Street in the Village of Hampshire, at a point 223 feet West of the East line of said Section 21; thence North 125 feet; thence West 70 feet; thence South 125 feet; thence east 70 feet to the point of beginning, in the Village of Hampshire, Kane County, Illinois.

PIN: 01-21-427-006

Common Address: 106 Mill Street, Hampshire, IL. 60140

OWNER:

John Seyller

8. That part of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Beginning at a point on the West line of East Street at the Northeast corner of Block 8 of Whelpley and Rinn's Addition to the Village of Hampshire Center; thence West parallel with the North line of said Block 130 feet to the West line extended North of said Block; thence North along said extended West line 140 feet to the Southerly line of an open drainage ditch; thence Easterly along said Southerly line 130.15 feet to the West line extended North of said East Street; thence South along said extended West line 150 feet to the point of beginning, in the Village Of Hampshire, Kane County, Illinois.

PIN: 01-21-426-002
Common Address: 194 East Street, Hampshire, IL. 60140

OWNER(s):

H. E. Meyer
G. W. Meyer
S. A. Armand

No. 17 -

**AN ORDINANCE
AMENDING THE ZONING CLASSIFICATION OF THE PROPERTY AT 123 PARK
STREET IN THE VILLAGE FROM B-2 COMMUNITY BUSINESS DISTRICT TO R-2
SINGLE FAMILY RESIDENTIAL ZONING DISTRICT**

WHEREAS, the Village filed a Petition for Zoning Amendment as to the property located at 123 Park Street in the Village, to amend the zoning classification of said lots from B-1 Central Business District to R-2 Single Family Residential Zoning District; and

WHEREAS, the subject property is legally described as follows:

Lot Numbers 16 and 17 in Block Number 1 of Jacob Rinn's Addition to Hampshire, Kane County, Illinois, as per Plat recorded in the Office of the Recorder of said Kane County, Illinois.

PIN: 01-21-479-002
Common Address: 123 Park Street, Hampshire, IL. 60140

and

WHEREAS, a public hearing regarding this request for re-zoning was convened by the Village Zoning Board of Appeals on April 25, 2017, and recessed; and then re-convened by the Village Zoning Board of Appeals on May 9, 2017, pursuant to Notice published in the Daily Herald newspaper on April 7, 2017; and

WHEREAS, following consideration of the Petition, the testimony, evidence and comments presented at the public hearing, and the appropriate standards for zoning amendment, the Zoning Board of Appeals recommended to the Village Board that the Petition for Zoning Amendment be approved, and forwarded to the Board of Trustees its written Findings of Fact and Recommendation regarding same; and

WHEREAS, the Corporate Authorities, after reviewing the Petition, the proceedings at the public hearing, and the Findings of Fact and Recommendation of the Zoning Board of Appeals, deem it to be in the best interests of the Village that said petition 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 regarding the property located at 123 Park Street in the Village, and legally described as set forth above, shall be and is

granted, and said property shall be and hereby is classified in the R-2 Single Family Residential Zoning District in the Village.

Section 2. The Village Clerk shall be and is hereby authorized to note upon the official zoning map of the Village the grant of zoning made by this Ordinance.

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 _____, 2017, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this ____ day of _____, 2017.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

**VILLAGE OF HAMPSHIRE
ZONING BOARD OF APPEALS**

IN RE:

**PETITION OF THE VILLAGE FOR ZONING AMENDMENT FROM B-2
CENTRAL BUSINESS DISTRICT TO R-2 RESIDENTIAL ZONING
DISTRICT, FOR CERTAIN PROPERTIES LOCATED ON EAST STREET
AND MILL AVENUE AVENUE IN THE VILLAGE.**

FINDINGS OF FACT

The Petition of the Village for amendment to the Village zoning map in regard to certain property located at 123 Park Street in the Village having been duly filed with the Village Clerk, the Zoning Board of Appeals having considered the application, and the testimony and evidence submitted at a public hearing, the Zoning Board of Appeals FINDS as follows:

1. A Petition for Zoning Amendment for the property located at 123 Park Street in the Village (the "Subject Property") has been filed with the Village Clerk, requesting a change of zoning classification from B-2 Community Business Zoning District to R-2 Residential Zoning District.
2. A public hearing before the Zoning Board of Appeal in regard to the Petition was conducted on May 9, 2017.
3. Notice of said public hearing was published in the Daily Herald newspaper on April 7, 2017, a date not less than fifteen nor more than thirty days preceding the date of the public hearing.
4. Notice of said public hearing was posted on the property not less than fifteen days prior to the hearing date; an Affidavit of Posting has been filed with the Village Clerk.
5. A letter was sent to the owner, dated April 28, 2017, regarding the Petition and the public hearing. A copy of the letter is attached hereto as Exhibit "B."
6. The property is under the unified or coordinated control of the Owner.
7. The parcel is currently improved with a single family residence.
8. The Village Attorney, Mark Schuster, made a presentation to the Zoning Board of Appeals regarding the proposed zoning amendment; that the property is currently classified in the B-1

Central Business District, and such classifications renders the use of the premises “non-conforming” under the Village’s Zoning Regulations; and that the nature of such non-conforming use has created or would in the future create a problem for financing on the property; and further, responded to questions from ZBA members.

9. The owner of the subject property appeared at the public hearing and offered comment on the proposed amendment.
10. The Subject Properties are located within the Facilities Planning Area (“FPA”) of the Village, and each is currently served by Village utilities for sewer and water.
11. Access to the Subject Property is readily available via Park Street.
12. The existing zoning in the area of the proposed development is mixed:

North	B-2 Community Business Zoning District
East	B-2 Community Business District (to the southeast).
South	R-4 Multi-Family Residential Zoning District; and farther south, R-2 Single Family Residential Zoning District
West	A mix of uses, including B-2 Community Business District; and R-4 Multi-Family Residential Zoning District.
13. There is no recent new development in the area of the Subject Property. Uses in the neighborhood are long-established.
14. The proposed zoning as amended would be generally consistent with the 2004 Comprehensive Plan of the Village.
15. The Zoning Board of Appeals has considered the following five factors, set out in the Village of Hampshire Municipal Code, Section 6-14-3(G)(7), in regard to the Petition for Re-Zoning:
 - a. The existing uses within the general area of the property in question.
 - b. The zoning classification of property within the general area of the property in question.
 - c. The suitability of the property in question to the uses permitted under its existing

zoning classification.

- d. The trend of development (if any) in the general area of the property in question, including changes (if any) which have taken place in its present zoning classification.
- e. The objectives of the current Comprehensive Plan.

16. The Zoning Board of Appeals has considered the following factors, established by the cases of LaSalle National Bank of Chicago v. Cook County, 145 N.E.2d 65 (1957); and Sinclair Pipeline v. Village of Richton Park, 167 N.E.2d 406 (1960), as they relate to the Petition for Zoning Amendment:

- a. The existing zoning and uses on surrounding properties.
- b. The extent to which property values are diminished or restricted by the existing zoning restrictions.
- c. The extent to which the present zoning classification (despite any loss or restriction of the value of Petitioner's property) promotes public benefits of health, safety, morals or general welfare.
- d. The relative gain to the public (from a zoning amendment) as compared to any hardship to the Petitioner (from continuing the present zoning).
- e. The suitability of the Subject Property for the purpose(s) for which it is presently classified under the zoning regulations.
- f. The length of time that the Subject Property has been vacant (under its present zoning classification) as considered in the context of development in the area.
- g. The public need for the use(s) proposed by the Petitioner.
- h. The provisions of the 2004 Comprehensive Plan for the Village.

18. HERE INSERT ANY ADDITIONAL FINDINGS: None.

ACTION(S)

A. On motion by Hoffman, seconded by Frillman, to recommend approval of the Petition for Zoning Amendment, from B-2 Community Business District to R-2 Residential District, for the property at 123 Park Street, the vote of the Zoning Board of Appeals was 6 aye - 0 nay, as

follows:

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

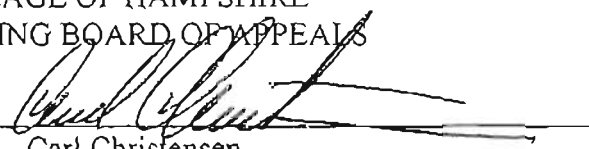
It is accordingly the recommendation of the Zoning Board of Appeals that the Petition for Re-Zoning be X approved / _____ denied.

Dated: May 9, 2017.

Respectfully submitted,

VILLAGE OF HAMPSHIRE
ZONING BOARD OF APPEALS

By: _____


Carl Christensen
Chair

BAZOSFREEMAN

Bazos, Freeman, Schuster & Braithwaite LLC



Peter C. Bazos
Bradley T. Freeman
Mark Schuster
J. William Braithwaite
Jonathan S. Pope

—
Aaron H. Reinke

—
Christopher S. Nudo,
of counsel

—
Writer's Contact:
mschuster@bazosfreeman.com
847-742-8800 x2023

April 28, 2017

[OWNER]

Re: Petition for Zoning Amendment
B-1 District to R-2 District

Dear Sir or Madam:

The Village of Hampshire recently filed a Petition for Zoning Amendment for a change from the current B-1 Business Zoning District to R-2 Single Family Residential Zoning District, that will affect your property if approved by the Board. At some point, it will be important that the zoning classification for your property match the actual use of it as a residence.

The first step in the process to consider this proposed amendment will be the public hearing to be held before the Village's Zoning Board of Appeals on Tuesday, May 9, 2017 starting at 7:00 p.m. at Village Hall, 234 S. State Street. All persons who attend and wish to speak will be heard by the ZBA. The ZBA will then make a recommendation for approval or disapproval of the proposed zoning change.

The ZBA recommendation will be forwarded to the Village Board of Trustees for final approval. The Board of Trustees meets on the first and third Thursdays of each month, and will schedule the matter for action on an Agenda for one of its meetings after receiving the ZBA recommendation.

If you have any questions or concerns about the proposed zoning amendment, you may feel free to contact either me at the number or location shown on this letterhead, or the Village Clerk at 847-683-2181, Extension 0.

Sincerely yours,

Mark Schuster
Bazos, Freeman, Schuster & Braithwaite, LLC

MS/kmc

1250 Larkin Avenue #100 847-742-8800 (o)
Elgin, IL 60123 847-742-9777 (fx)
www.bazosfreeman.com

No. 17 -

**A RESOLUTION
GRANTING AN EASEMENT FOR STORM SEWER AND DRAINAGE PURPOSES**

WHEREAS, the Hampshire Township Park District has plans to add certain improvements to Bruce Ream Park in the Village, including a splash pool; and

WHEREAS, the splash pool will require adding new improvements for an underground storm sewer;

WHEREAS, a Grant of Easement plat has been prepared showing the location of the proposed easement; and

WHEREAS, the Corporate Authorities find that it is necessary and advisable to grant such easement for the benefit of the Park District.

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

Section 1. The Village shall and hereby does grant an easement for storm sewer purposes to the Hampshire Township Park District, in the location shown on the attached Grant of Easement.

Section 2. The Village President shall execute and deliver said Grant of Easement to the Park District, and said plat shall be recorded in the office of the Kane County Recorder promptly after enactment of this Resolution.

Section 3. Any motion, order, resolution or ordinance in conflict with the provisions of this Resolution is to the extent of such conflict hereby superseded and waived.

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

Section 5. This Resolution shall take full force and effect upon its passage and approval as provided by law.

ADOPTED this _____ day of _____, 2017, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this _____ day of _____, 2017.

Jeffrey Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk



Engineering Enterprises, Inc.

May 15, 2017

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

**Re: *Grant of Easement
Hampshire Township Park District
Bruce Ream Park Improvements***

Mr. Magnussen:

The Hampshire Township Park District is proposing to install a non-recirculating splash pad at Bruce Ream Park. Per the Illinois Department of Public Health, the splash pad can be tied to either the storm sewer or the sanitary sewer system. Based on the adjacent existing infrastructure, the only sewer system deep enough to accommodate the proposed improvements is the sanitary sewer located at the (former) Wells 5 and 6 site.

Attached you will find the necessary Grant of Easement document that would allow the Park District to construct a 6-inch PVC sewer service line that would drain the splash pad to the existing sanitary sewer. If you have any questions or require additional information, please call our office.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in blue ink, appearing to read 'Julie A. Morrison', is written over the typed name.

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

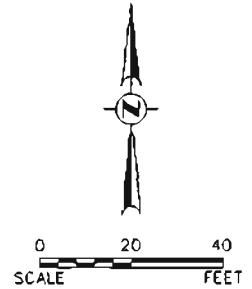
Enclosure

pc: Linda Vasquez, Village Clerk (Via e-mail)
Lori Lyons, Finance Director (Via e-mail)
Mark Schuster, Village Attorney (Via e-mail)
Laura Schraw, Hampshire Township Parks Department (Via e-mail)
BPS, KDW, EEI (Via e-mail)

GRANT OF EASEMENT

TO THE HAMPSHIRE TOWNSHIP PARK DISTRICT

KANE COUNTY, ILLINOIS



UTILITY EASEMENT LEGAL DESCRIPTION

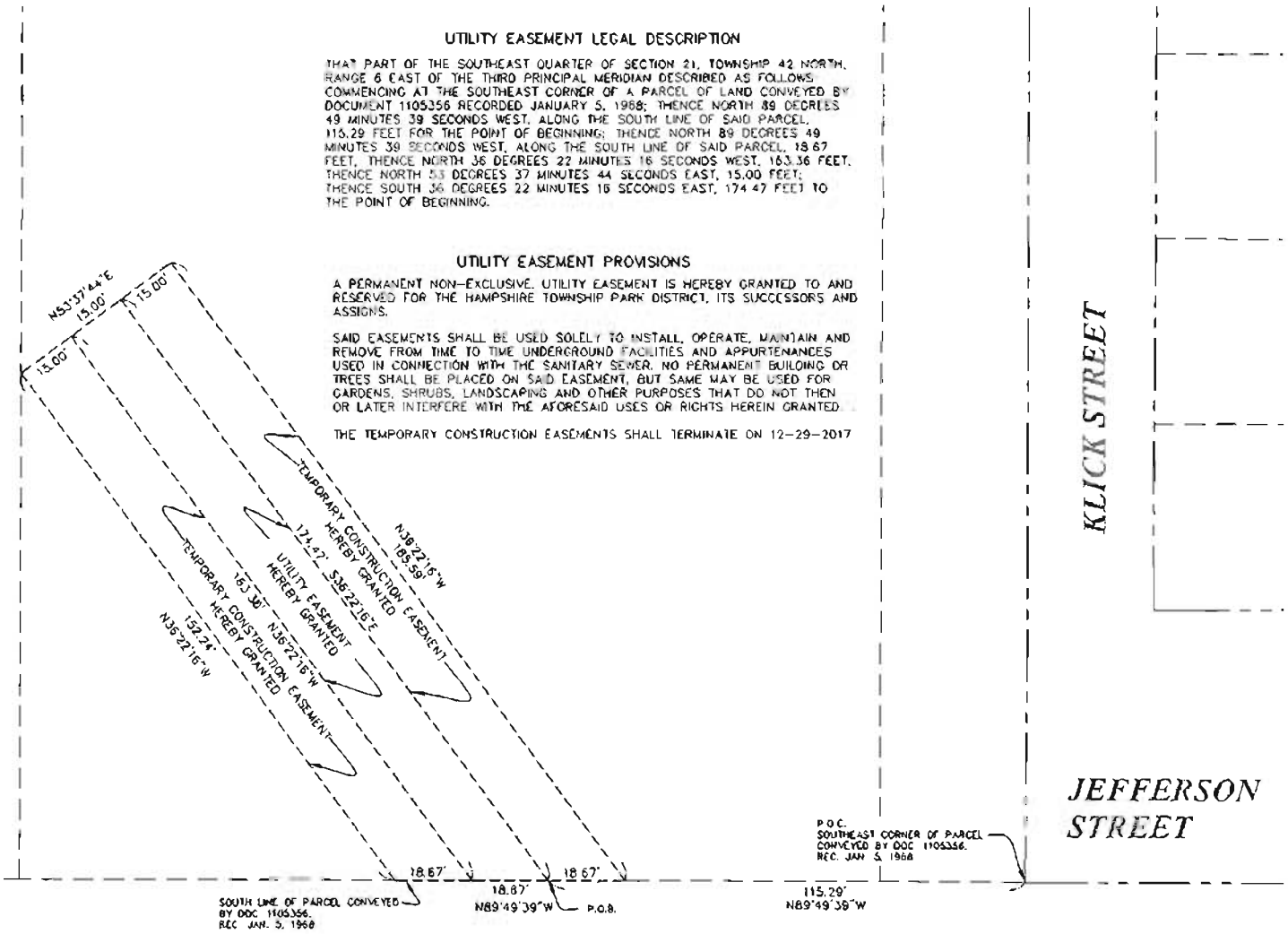
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF A PARCEL OF LAND CONVEYED BY DOCUMENT 1105356 RECORDED JANUARY 5, 1968; THENCE NORTH 89 DEGREES 49 MINUTES 39 SECONDS WEST, ALONG THE SOUTH LINE OF SAID PARCEL, 115.29 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 49 MINUTES 39 SECONDS WEST, ALONG THE SOUTH LINE OF SAID PARCEL, 18.67 FEET, THENCE NORTH 36 DEGREES 22 MINUTES 16 SECONDS WEST, 163.36 FEET; THENCE NORTH 53 DEGREES 37 MINUTES 44 SECONDS EAST, 15.00 FEET; THENCE SOUTH 36 DEGREES 22 MINUTES 16 SECONDS EAST, 174.47 FEET TO THE POINT OF BEGINNING.

UTILITY EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE, UTILITY EASEMENT IS HEREBY GRANTED TO AND RESERVED FOR THE HAMPSHIRE TOWNSHIP PARK DISTRICT, ITS SUCCESSORS AND ASSIGNS.

SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE SANITARY SEWER. NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

THE TEMPORARY CONSTRUCTION EASEMENTS SHALL TERMINATE ON 12-29-2017



VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE)

APPROVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, ILLINOIS, THIS _____ DAY OF _____, 2017.

VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF KANE)

THIS IS TO CERTIFY THAT ENGINEERING ENTERPRISES, INC. HAS PREPARED THIS GRANT OF EASEMENT AS SHOWN BY THE ANNEXED PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY, FOR THE USES AND PURPOSES DESCRIBED HEREIN. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS

THIS 16th DAY OF MAY, 2017.

By _____
PROFESSIONAL LAND SURVEYOR 03581
EXP. 11-30-18
ENGINEERING ENTERPRISES, INC.
PROFESSIONAL DESIGN FIRM # 184-002603
EXP. 04-30-19



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.485.6700 / www.eeweb.com

HAMPSHIRE TOWNSHIP PARK DISTRICT
390 SOUTH AVENUE
HAMPSHIRE, ILLINOIS 60140

DATE:	MAY 16, 2017
PROJECT NO.	PD1714
FILE NO	PD1614-EASE
PAGE 1 OF 1	

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board
FROM: Lori Lyons, Finance Director
FOR: May 16, 2017 Village Board Meeting
RE: Purchase Squad Cars

Background. The FY18 operating budget included provision to acquire two new squad cars for the Police Department. The purchase will be financed when the vehicles are delivered. The state contract price for a 2017 police-packaged Dodge Charger came in at \$22,573 per unit.

Analysis. Staff is requesting authorization to order the new squad cars from Fenzel Motors. Fenzel's will again honor the state bid pricing allowing the Village to purchase the vehicles locally.

Recommendation. Staff requests authorization to purchase two 2017 Dodge Chargers from Fenzel Motors for the state contract amount of \$22,573 per unit plus expend approximately \$12,350 additional for equipment, installation and striping. The financing of the vehicles will be finalized upon estimation of the delivery date.

No. 17 -

**AN ORDINANCE
AMENDING THE VILLAGE CODE RELATING
TO THE OFFICE OF VILLAGE TREASURER**

WHEREAS, the Hampshire Municipal Code provides that the Village President “shall appoint a Village Treasurer to serve as needed on an annual basis...”; Hampshire Municipal Code, § 1-4-1; and

WHEREAS, the Illinois Municipal Code provides that the Village President “may appoint a treasurer, if the treasurer is not an elected position in the municipality,” § 3.1-30-5; and

WHEREAS, the position of treasurer is not an elected office in the Village; and

WHEREAS, in the past, the Corporate Authorities have deemed it advisable to employ a Finance Director, in lieu of appointment of a Village Treasurer; and

WHEREAS, a municipal treasurer is assigned various duties under the Illinois Municipal Code, § 3.1-35-40; and

WHEREAS, any person holding a position of financial responsibility in the Village ought to be bonded.

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, as previously amended, shall be and hereby is further amended to provide for the position of Finance Director, for the filing of a bond by any person holding said position, and for the performance of the duties of municipal treasurer by the person holding said position, as follows:

CHAPTER 1 MUNICIPAL OFFICERS AND EMPLOYEES

ARTICLE IV VILLAGE TREASURER

1-4-7. In lieu of appointing a Village Treasurer, the Corporate Authorities may employ a Finance Director, provided:

1. The Finance Director shall be appointed by the Village President to perform, and shall perform, the duties and responsibilities of village treasurer set forth in the Illinois Municipal Code and in this Article.

2. The Finance Director shall execute a bond to the Village of Hampshire consistent with the requirements of Section 1-4-2 above.

Section 2. Any motion, order, resolution, or ordinance in conflict with the terms and provisions of this Ordinance shall be and is, 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 portions of this Ordinance.

Section 4. This Ordinance shall become effective upon its passage, approval and publication in pamphlet form according to law.

ADOPTED THIS _____ DAY OF _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS _____ DAY OF _____, 2017.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

1-4-1: APPOINTMENT AND TERM:

The Village President, by and with the advice and consent of the Board of Trustees, shall appoint a Village Treasurer to serve as needed on an annual basis and he shall serve until his successor is appointed and qualified. (1985 Code)

1-4-2: BOND AND OATH:

Before entering upon the duties of his office, the Village Treasurer shall take and subscribe the oath of office as provided by the Illinois Compiled Statutes and shall execute his bond to the Village of Hampshire in the sum required by the Board of Trustees, with sureties to be approved by the Board of Trustees, but such amount shall not be less than that required by the Illinois Compiled Statutes. This bond shall be conditioned upon the faithful performance of his duties by the Village Treasurer, and shall be conditioned to indemnify the Village for any loss by reason of any neglect of duty or any act of the Treasurer. (1985 Code)

1-4-3: COMPENSATION:

The Village Treasurer shall receive such compensation, as determined on an annual fiscal year basis, by the Village President and Board of Trustees. (1985 Code)

1-4-4: DUTIES:

- A. The Village Treasurer shall receive all money belonging to the Village, and shall keep his books and accounts in the manner prescribed by ordinance. These books and accounts shall always be subject to the inspection of any member of the corporate authorities.
- B. The Village Treasurer shall keep a separate account of each fund or appropriation, and the debits and credits belonging thereto, and shall keep separate the transactions and affairs relating to the various funds, departments, offices or divisions of the Village as they may exist from time to time.
- C. The Village Treasurer shall give every person paying money into the treasury a receipt therefor, specifying the date of payment, and upon what account paid. He shall file copies of these receipts with the Village Clerk, with his monthly reports. If he has in possession money properly appropriated to the payment of any warrant lawfully drawn upon him, he shall pay the money specified in this warrant to the person designated by the warrant.
- D. The Village Treasurer shall, at the end of every month, render an account under oath to the Village President and Board of Trustees, or to such officer as may be designated by ordinance, showing the state of the treasury at the date of the account, and the balance of money in the treasury.
- E. The Village Treasurer shall report to the Village President and Board of Trustees, as often as they require, a full and detailed account of all receipts and expenditures of the Village, as shown by his books, up to the time of the report, and shall make such other reports as are required from time to time by the Board of Trustees.

- F. The Village Treasurer shall keep all money belonging to the Village in his custody separate and distinct from his own money, and he shall not use, either directly or indirectly, the Village's money or warrants in his custody for his own use and benefit, or that of any other person.
- G. The Village Treasurer shall, prior to September 1 of each year, annually prepare and file with the Village Clerk, an account of all monies received and expenditures incurred during the preceding fiscal year. Prior to September 1 of each year, the Village Treasurer shall file with the County Collector a copy of the annual account.
- H. The Village Treasurer shall keep books wherein shall be recorded and safely kept a record of all the transactions of his office. In keeping the books and records herein required, it shall be his duty to do the work in such manner so that said books and records will at all times contain and disclose in detail the account, transactions, business and affairs of his office.
- I. The Village Treasurer shall safely keep in his custody the books, records and property under his control pertaining to his office, and shall not permit same to leave his custody and control unless so ordered by a court of competent jurisdiction or the Board of Trustees; and upon the termination of his term of office, whether by limitation, removal or otherwise, he shall promptly turn over the same to his successor or to such person as the Board of Trustees may direct.
- J. The Village Treasurer shall perform all the duties required of him by the Illinois Compiled Statutes and such other and additional duties as may be from time to time provided by Village ordinance. (1985 Code)

1-4-5: EX OFFICIO COLLECTOR:

The Village Treasurer shall be the Ex Officio Collector and shall perform the duties of that office as provided by the Illinois Compiled Statutes and Village ordinances. (1985 Code)

1-4-6: REMOVAL FROM OFFICE:

The Village Treasurer may be removed from office for cause, at any time, by a majority vote of the corporate authorities then holding office. Corporate authorities, as herein expressed, include the Village President and Board of Trustees. (1985 Code)

VILLAGE OF HAMPSHIRE

Accounts Payable

May 18, 2017

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

Total: 166,782.39

To be paid on or before
May 23, 2017

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
ADEA	ADVANTAGE EAP 050390	AB		05/01/2017		050217	05/18/2017	261.75
	01 INV#050390		01-001-002-4376	EMPLOYEE ASST. PROGRAM				261.75
						VENDOR TOTAL:		261.75
B&F	B&F CONSTRUCTION CODE SERVICES 46501	AB		04/27/2017		043117	05/18/2017	149.80
	01 INV#46501		01-000-000-2071	CHURCHFIELD INVESTMENTS				149.80
						VENDOR TOTAL:		149.80
BLCR	HEALTH CARE SERVICES JUNE 2017	AB		05/12/2017		050217	05/18/2017	22,718.73
	01 ADM		01-001-001-4031	EMPLOYER HEALTH INS.				2,302.07
	02 PD		01-002-001-4031	EMPLOYER HEALTH INS.				10,692.77
	03 STR		01-003-001-4031	EMPLOYER HEALTH INS.				5,238.51
	04 WTR		30-001-001-4031	EMPLOYER HEALTH INS				712.79
	05 SWR		31-001-001-4031	EMPLOYER HEALTH INS				3,772.59
						VENDOR TOTAL:		22,718.73
BP	BPGAS 50334081	AB		05/06/2017		043117	05/18/2017	1,427.28
	01 ACCT#4990222749		01-002-003-4660	GASOLINE/OIL				1,427.28
						VENDOR TOTAL:		1,427.28
CAON	CALL ONE MAY 2017	AB		05/15/2017		043117	05/18/2017	1,009.02
	01 TRAN #1126416		01-001-002-4230	COMMUNICATION SERVICES				257.93
	02 TRAN #1126417		30-001-002-4230	COMMUNICATION SERVICES				82.14
	03 TRAN #1126418		01-003-002-4230	COMMUNICATION SERVICES				82.14
	04 TRAN #1126419		31-001-002-4230	COMMUNICATIONS SERVICES				285.29
	05 TRAN #1126420		30-001-002-4230	COMMUNICATION SERVICES				82.14
	06 TRAN #1126422		01-002-002-4230	COMMUNICATION SERVICES				219.38
	07 ACCT#1210368-1126415			** COMMENT **				
						VENDOR TOTAL:		1,009.02
CASA	CARGILL INCORPORATED 2903399585	AB		05/02/2017		050217	05/18/2017	5,235.84

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		15-003-003-4600	ICE CONTROL				5,235.84
CASA	CARGILL INCORPORATED 2903406422	AB		05/05/2017		050217	05/18/2017	8,818.00
	01		15-003-003-4600	ICE CONTROL				8,818.00
						VENDOR TOTAL:		14,053.84
CECH	CENTEGRA OCCUPATIONAL HEALTH 187981	AB		03/30/2017		043117	05/18/2017	25.00
	01		01-003-002-4380	OTHER PROFESSIONAL SERVI				25.00
						VENDOR TOTAL:		25.00
COED	COMMONWEALTH EDISON MAY 2017	AB		05/12/2017		043117	05/18/2017	11,927.11
	01		01-003-002-4260	STREET LIGHTING				1,995.07
	02		01-003-002-4260	STREET LIGHTING				1,840.16
	03		01-003-002-4260	STREET LIGHTING				80.69
	04		01-003-002-4260	STREET LIGHTING				52.83
	05		01-003-002-4260	STREET LIGHTING				10.61
	06		01-003-002-4260	STREET LIGHTING				17.03
	07		01-003-002-4260	STREET LIGHTING				34.25
	08		01-003-002-4260	STREET LIGHTING				153.43
	09		30-001-002-4260	UTILITIES				198.93
	10		30-001-002-4260	UTILITIES				683.87
	11		30-001-002-4260	UTILITIES				53.26
	12		30-001-002-4260	UTILITIES				164.57
	13		30-001-002-4260	UTILITIES				2,111.69
	14		30-001-002-4260	UTILITIES				94.82
	15		30-001-002-4260	UTILITIES				3,163.88
	16		30-001-002-4260	UTILITIES				489.12
	17		30-001-002-4260	UTILITIES				68.01
	18		31-001-002-4260	UTILITIES				28.76
	19		31-001-002-4260	UTILITIES				421.44
	20		31-001-002-4260	UTILITIES				264.69
						VENDOR TOTAL:		11,927.11
COUNSCDI	COMMUNITY UNIT SCHOOL DISTRICT 051517	AB		05/15/2017		043117	05/18/2017	22,632.54
	01		60-001-004-4800	SCHOOL TRAN - DIST #300				22,632.54

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	02		TRANSITION FEES		** COMMENT **			
VENDOR TOTAL:								22,632.54
EEI	ENGINEERING ENTERPRISES MAY 2017	AB		05/09/2017		043117	05/18/2017	16,913.50
	01 HA0757 INV#61844		31-001-002-4360	ENGINEERING SERVICES				568.75
	02 HA1026 INV#61845		01-000-000-2060	CALATLANTIC - TUSCANY WO				1,787.25
	03 HA1202 INV#61845		34-001-002-4360	ENGINEERING SERVICES				3,699.50
	04 HA1507 INV#61847		01-000-000-2075	ISTHA ESCROW DEPOSIT				2,492.50
	05 HA1601 INV#61848		30-001-002-4360	ENGIN.SERVICE/MAPS/ION E				43.75
	06 HA1604 INV#61849		01-000-000-2072	LOVES TRAVEL STOP DEPOSI				4,611.25
	07 HA1608 INV#61850		31-001-002-4360	ENGINEERING SERVICES				900.00
	08 HA1610 INV#61851		01-000-000-2084	HAMPSHIRE CORP CENTER ES				90.00
	09 HA1614 INV#61852		30-001-002-4360	ENGIN.SERVICE/MAPS/ION E				1,093.75
	10 HA1616 INV#61853		30-001-002-4360	ENGIN.SERVICE/MAPS/ION E				43.75
	11 HA1623 INV#61854		01-000-000-2086	D300 GARY D WRIGHT EXP E				559.50
	12 HA1700 INV#61855		01-001-002-4360	ENGINEERING SERVICES - V				371.50
	13 HA1701 INV#61856		31-001-002-4360	ENGINEERING SERVICES				218.75
	14 HA1703 INV#61857		01-001-002-4360	ENGINEERING SERVICES - V				433.25
VENDOR TOTAL:								16,913.50
ELLA	ELLA JOHNSON LIBRARY 051517	AB		05/15/2017		043117	05/18/2017	699.57
	01 MONTHLY DISBURSEMENT OF		31-001-004-4800	MISCELLANEOUS EXPENSE				699.57
	02 TRANSITION FEES		** COMMENT **					
VENDOR TOTAL:								699.57
FARM	FARMTEK 7326103	AB		05/04/2017		050217	05/18/2017	354.28
	01 ORDER#7326103 CUSTOMER#5614367		01-003-003-4670	MAINTENANCE SUPPLIES				354.28
VENDOR TOTAL:								354.28
FEMO	FENZEL MOTOR SALES, INC. 20690	AB		04/24/2017		043117	05/18/2017	46.60
	01 INV#20690		30-001-002-4110	MAINT. VEHICLES				46.60
VENDOR TOTAL:								46.60
FISA	FOX VALLEY FIRE & SAFETY IN00084363	AB		05/02/2017		050217	05/18/2017	202.00

VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		INV#IN00084363	30-001-002-4120	MAINT. EQUIP.				202.00
							VENDOR TOTAL:		202.00
HAAUPA	HAMPSHIRE AUTO PARTS MAY 2017	AB			05/30/2017		043117	05/30/2017	260.37
	01		INV#450540	01-003-003-4680	OPERATING SUPPLIES				1.29
	02		INV#451183	01-003-003-4680	OPERATING SUPPLIES				5.40
	03		INV#451160	01-003-003-4680	OPERATING SUPPLIES				14.25
	04		INV#451162	01-003-003-4680	OPERATING SUPPLIES				0.75
	05		INV#451814	01-003-003-4670	MAINTENANCE SUPPLIES				12.48
	06		INV#452115	01-003-003-4670	MAINTENANCE SUPPLIES				29.37
	07		INV#452689	01-003-003-4670	MAINTENANCE SUPPLIES				16.34
	08		INV#450200	01-003-003-4670	MAINTENANCE SUPPLIES				125.04
	09		INV#450182	01-003-003-4670	MAINTENANCE SUPPLIES				13.59
	10		INV#452011	52-001-002-4999	SSA EXPENSES				7.88
	11		INV#452989	01-002-002-4110	MAINTENANCE - VEHL.				33.98
							VENDOR TOTAL:		260.37
HACH	HACH COMPANY 1042145	AB			04/21/2017		043117	05/18/2017	58.88
	01		INV#10421745	30-001-003-4680	OPERATING SUPPLIES				58.88
	10432558	AB			04/28/2017		043117	05/18/2017	451.57
	01		INV#10432558	30-001-003-4680	OPERATING SUPPLIES				451.57
	10439882	AB			05/04/2017		050217	05/18/2017	46.53
	01		INV#10439882	30-001-003-4680	OPERATING SUPPLIES				46.53
	10440014	AB			05/04/2017		050217	05/18/2017	78.14
	01		INV#10440014	31-001-003-4680	OPERATING SUPPLIES				78.14
							VENDOR TOTAL:		635.12
HAFD	HAMPSHIRE FIRE PROTECTION 051517	AB			05/15/2017		043117	05/18/2017	4,623.14
	01		MONTHLY DISBURSEMENT OF	63-001-004-4800	FIRE TRAN - DIST #300				4,623.14
	02		TRANSITION FEES	** COMMENT **					
							VENDOR TOTAL:		4,623.14

VENDOR #	INVOICE #	ITEM DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
HAMTOW	HAMPSHIRE TOWN & COUNTRY MAY 2017		AB		04/29/2017		050217	05/18/2017	250.00
	01	2017 SPRING FLOWERS AND WINTER		01-001-004-4800					250.00
	02	GREEN		** COMMENT **					
							VENDOR TOTAL:		250.00
HAPD	HAMPSHIRE PARK DISTRICT 051517		AB		05/15/2017		043117	05/18/2017	2,057.56
	01	MONTHLY DISBURSEMENT OF		62-001-004-4800					2,057.56
	02	TRANSITION FEES		** COMMENT **					
							VENDOR TOTAL:		2,057.56
HDSUWA	HD SUPPLY WATERWORKS LTD G289029		AB		10/27/2016		043117	05/18/2017	-114.80
	01	CREDIT MEMO		30-001-005-4960					-114.80
	H118991		AB		04/28/2017		043117	05/18/2017	1,984.00
	01	INV#H118991		30-001-005-4960					1,984.00
							VENDOR TOTAL:		1,869.20
HESH	HERRMANN'S STORAGE 051517		AB		05/15/2017		043117	05/18/2017	850.05
	01	RETURN OF DEPOSIT		01-000-000-2085					850.05
							VENDOR TOTAL:		850.05
IPODBA	IPO/DBA CARDUNAL OFFICE SUPPLY 591018-0		AB		04/27/2017		043117	05/18/2017	33.15
	01	INV#591018-0		01-001-003-4650					33.15
	591294-0		AB		05/08/2017		050217	05/18/2017	7.92
	01	INV#591294-0		01-001-003-4650					7.92
							VENDOR TOTAL:		41.07
KCFD	KANE COUNTY FINANCE DEPARTMENT 201700000011		AB		05/04/2017		050217	05/18/2017	3,535.86

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01	INV#2017-00000011	28-001-006-4700	INTEREST ARRA				3,535.86
						VENDOR TOTAL:		3,535.86
LAAM	LAUTERBACH & AMEN, LLP 21604	AB		05/16/2017		043117	05/18/2017	21,000.00
	01	INV#21604	01-001-002-4375	AUDIT				21,000.00
						VENDOR TOTAL:		21,000.00
LENE	LEXISNEXIS RISK SOLUTION 1581041-20170430	AB		04/30/2017		043117	05/18/2017	50.00
	01	INV#1581041-20170430	09-001-006-4800	EVIDENCE RELATED EXPENSE				50.00
						VENDOR TOTAL:		50.00
MAKR	MARC KRESMERY CONSTRUCTION LLC 05430	AB		05/11/2017		050217	05/18/2017	1,819.16
	01	INV#04530	31-001-002-4120	MAINT. EQUIP				1,819.16
						VENDOR TOTAL:		1,819.16
MAMO	MARK MONTGOMERY 00260	AB		05/15/2017		051517	05/18/2017	132.00
	01	BOOTS	31-001-003-4690	UNIFORMS				132.00
						VENDOR TOTAL:		132.00
MARSCH	MARK SCHUSTER P.C. MAY 2017	AB		05/05/2017		043117	05/18/2017	5,001.65
	01	100.001 MISCELLANEOUS MATTERS	01-001-002-4370	LEGAL SERVICES - VILLAGE				1,117.35
	02	100.002 MEETINGS	01-001-002-4370	LEGAL SERVICES - VILLAGE				353.35
	03	100.007 PROSECUTION	01-001-002-4370	LEGAL SERVICES - VILLAGE				493.00
	04	100.041 POLICE DEPARTMENT	01-002-002-4370	LEGAL SERVICES				143.25
	05	100.121 SCHOOL DISTRICT-CUSD 3	01-000-000-2086	D300 GARY D WRIGHT EXP E				76.40
	07	100.141 TIF	05-001-002-4380	PROFESSIONAL SERVICES				563.45
	08	100.164 DUI PROSECUTION	01-002-002-4370	LEGAL SERVICES				620.50
	09	100.170 IL STATE TOLL HIGHWAY	01-000-000-2075	ISTHA ESCROW DEPOSIT				72.50
	10	100.175 LOVE'S TRAVEL CENTER	01-000-000-2072	LOVES TRAVEL STOP DEPOSIT				1,102.00
	11	100.180 MOBILITIES	01-000-000-2078	MOBILITIE ESCROW DEPOSIT				43.50
	12	100.184 PETITION FOR RE-ZOININ	01-001-002-4370	LEGAL SERVICES - VILLAGE				289.80

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	13		01-001-002-4370					54.05
	14		01-000-000-2088					72.50
							VENDOR TOTAL:	5,001.65
METL	METLIFE JUNE 2017	AB		05/12/2017		050217	05/18/2017	1,892.79
	01 ADM		01-001-001-4033					77.31
	02 PD		01-002-001-4033					1,107.39
	03 STR		01-003-001-4033					386.82
	04 WTR		30-001-001-4033					85.23
	05 SWR		31-001-001-4033					236.04
							VENDOR TOTAL:	1,892.79
MUWESE	MUNIWEB 52513	AB		05/04/2017		050217	05/18/2017	150.00
	01 INV#52513		01-001-002-4230					150.00
							VENDOR TOTAL:	150.00
OFDE	OFFICE DEPOT 922289049001	AB		04/21/2017		043117	05/18/2017	50.08
	01 INV#922289049001		01-002-003-4650					50.08
							VENDOR TOTAL:	50.08
PECA	PETTY CASH 051517	AB		05/15/2017		043117	05/15/2017	121.38
	01 POSTAGE		31-001-002-4320					13.20
	02 DAIRY QUEEN CAKE		01-001-004-4800					27.81
	03 SHEET CAKE		01-001-004-4800					45.00
	04 POSTAGE		01-001-002-4320					7.20
	05 POSTAGE		01-002-002-4320					6.65
	06 POSTAGE		01-002-002-4320					2.67
	07 POSTAGE		01-002-002-4320					18.85
							VENDOR TOTAL:	121.38
PETPRO	PETERSEN FUELS INC. MAY 2017	AB		04/30/2017		043117	05/18/2017	662.27

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		01-003-003-4660	GASOLINE/OIL				265.63
	02		52-001-002-4999	SSA EXPENSES				226.39
	03		31-001-003-4660	GASOLINE - OIL				170.25
							VENDOR TOTAL:	662.27
QUCO	QUILL CORPORATION							
	6115571	AB	01-003-002-4150	04/17/2017		043117	05/18/2017	55.17
	01 INV#6115571			MAINTENANCE-GROUNDS				55.17
	901-2256788	AB	31-001-003-4650	04/06/2017		043117	05/18/2017	269.99
	01 INV#901-2256788			OFFICE SUPPLIES				269.99
							VENDOR TOTAL:	325.16
RAOH	RAY O'HERRON CO., INC							
	1724672-IN	AB	01-002-003-4690	04/22/2017		043117	05/18/2017	435.09
	01 INV#1724672-IN			UNIFORMS				435.09
	1726543-IN	AB	01-002-003-4690	05/10/2017		043117	05/18/2017	56.13
	01 INV#1726543-IN			UNIFORMS				56.13
							VENDOR TOTAL:	491.22
RKQUSE	RK QUALITY SERVICES							
	7518	AB	01-002-002-4110	05/04/2017		050217	05/18/2017	31.57
	01 INV#7518			MAINTENANCE - VEHL.				31.57
	7539	AB	01-002-002-4110	05/08/2017		050217	05/18/2017	31.57
	01 INV#7539			MAINTENANCE - VEHL.				31.57
	7558	AB	01-002-002-4110	05/09/2017		050217	05/18/2017	31.57
	01 INV#7558			MAINTENANCE - VEHL.				31.57
							VENDOR TOTAL:	94.71
RODB	ROGER & DONNA BURNIDGE							
	JUNE 2017	AB		05/12/2017		050217	05/18/2017	4,346.54

VENDOR #	INVOICE #	ITEM DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01	JUNE 2017 POLICE DEPT. RENT		01-002-002-4280	RENTALS				4,346.54
VENDOR TOTAL:									4,346.54
ROPU	ROYAL PUBLISHING CO. 7861148		AB		05/01/2017		050217	05/18/2017	360.00
	01	INV#7861148		01-001-002-4340	PRINT/ADV/FORMS				360.00
VENDOR TOTAL:									360.00
STAINS	STANDARD INSURANCE COMPANY JUNE 2017		AB		05/12/2017		050217	05/18/2017	273.43
	01	ADM		01-001-001-4035	EMPLOYER LIFE INS.				28.29
	02	PD		01-002-001-4035	EMPLOYER LIFE INS.				179.13
	03	STR		01-003-001-4035	EMPLOYER LIFE INS.				37.72
	04	WTR		30-001-001-4035	EMPLOYER LIFE INS				14.14
	05	SWR		31-001-001-4035	EMPLOYER LIFE INS				14.15
VENDOR TOTAL:									273.43
STRE	STREICHER'S 0300339-IN		AB		05/09/2017		050217	05/18/2017	138.44
	01	INV#0300339-IN		01-002-003-4680	OPERATING SUPPLIES				138.44
VENDOR TOTAL:									138.44
THBANEYO	THE BANK OF NEW YORK 051217		AB		04/18/2017		043117	05/18/2017	18,643.75
	01	HAMPSHIRE GO REF (ARS) 12		33-005-004-4915	PRINCIPAL & INTEREST - W				10,813.38
	02	HAMPSHIRE GO REF (ARS) 12		33-005-004-4910	INTEREST - SEWER FND				4,405.52
	03	HAMPSHIRE GO REF (ARS) 12		33-005-004-4930	INTEREST - U.T. STREET F				3,424.85
VENDOR TOTAL:									18,643.75
THMI	THIRD MILLENNIUM INC. 20721		AB		05/03/2017		043117	05/18/2017	859.73
	01	INV#20721		30-001-002-4340	PRINTING/ADVERTISING/FOR				286.57
	02	INV#20721		31-001-002-4340	PRINTING - ADVERTISING				286.58
	03	INV#20721		29-001-002-4340	PRINTING				286.58
VENDOR TOTAL:									859.73

VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE	PROJECT	INVOICE AMT/ ITEM AMT
TRCOPR	TRAFFIC CONTROL & PROTECTION									
	89558	AB	01 INV#89558	01-003-002-4130	04/28/2017		043117	05/18/2017		1,377.90
										1,377.90
	89652	AB	01 INV#89652	01-003-002-4130	05/09/2017		050217	05/18/2017		119.80
										119.80
										VENDOR TOTAL: 1,497.70
VICH	VIKING CHEMICAL COMPANY									
	46383	AB	01 INV#46383	30-001-003-4680	04/28/2017		043117	05/18/2017		2,986.43
										2,986.43
	46384	AB	01 INV#46384	30-001-003-4680	05/15/2017		043117	05/18/2017		-880.00
										-880.00
										VENDOR TOTAL: 2,106.43
VSP	VISION SERVICE PLAN (IL)									
	JUNE 2017	AB			05/12/2017		050217	05/18/2017		222.56
	01 ADM			01-001-001-4037						21.84
	02 PD			01-002-001-4037						123.79
	03 STR			01-003-001-4037						41.66
	04 WTR			30-001-001-4037						9.59
	05 SWR			31-001-001-4037						25.68
										VENDOR TOTAL: 222.56
										TOTAL --- ALL INVOICES: 166,782.39