AGENDA

1. Call to Order

2. Establish Quorum (Physical and Electronic)

3. Pledge of Allegiance

4. Citizen Comments

5. Approval of Minutes – July 6, 2017

6. Village President’s Report
   a) Raffle License – Hampshire VFW Post 8043
   b) Appointing Mike Armato to Business Development Commission
   c) Presentation by Crown Community Development re proposal to establish a composting facility on certain lots in the Oakstead Community Subdivision
   d) Presentation by Crown Community Development re proposal to establish a wetland mitigation bank in the open space in the northwest quadrant of the Prairie Ridge Community Subdivision.
   e) A Resolution for approval of a certain agreement with the Owners of Robert Wierc’s Subdivision for Dedication of a New Easement and Release of Two Existing Easements related to said Subdivision and Other Matters.
   f) Ordinance- Amending the regulations governing the size, weight and load of vehicles in the Village.
   g) Approval of $8,000 donation to Coon Creek Country Days.

7. Village Board Committee Reports
   a) Planning/Zoning
   b) Public Safety
   c) Public Works
   d) Village Services
   e) Fields & Trails
   f) Business Development Commission
   g) Economic Development
   h) Finance
      1. Accounts Payable

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.
The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:02 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday July 6, 2017.

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

Absent: None

Staff & Consultants present: Village Finance Director Lori Lyons, Village Engineer Julie Morrison, and Village Attorney Mark Schuster.

A quorum was established.

The Pledge of Allegiance was recited.

Citizens Comments
Mr. Ruth reported that the street light on Maple between Jefferson and Washington are still out.

Trustee Robinson moved, to approve the amended minutes of June 1, 2017.

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

VILLAGE PRESIDENT REPORT
Village President Magnussen announced on the agenda we will table under #6 b & c.
Trustee Koth made the motion to table items B & C under #6.

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

Electric aggregation renewal bid
Trustee Krajecki moved to approve Ordinance 17-21: Authorizing renewal of the aggregation program for electrical load program in the Village.

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

Resolution: appointment of an authorized agent with respect to the I.M.R.F.
Trustee Klein moved, to approve Resolution 17-10: Appointment of an authorized agent with respect to the IMRF, appointing Lori Lyons as the agent.

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

Request for authorization to finance Police Squads
Trustee Reid moved, to approve authorizing to execute the documents necessary to borrow $34,200 from Resource Bank.

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

VILLAGE BOARD COMMITTEE REPORTS

a. Finance
Trustee Klein presented the accounts payable warrants to be paid on July 12, 2017, in the total amount of $138,551.11 and made the motion to approve payment of the accounts payable warrants.

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

Trustee Klein moved to approve $114.00 made out to Officer Doug Brox.

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

b. Planning/Zoning
Trustee Robinson will be having a committee meeting on July 24 Monday at 6 p.m. to discuss 120 Washington removing a parking space.
c. Public Safety  
Trustee Robinson moved to approve $2,003.00 to have the radio station at Coon Creek and advertising – Q98.5 & 97 ZOK.

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

Trustee Koth moved, to award the bid to Braniff Communications, Inc. in the amount of $2,240.00.

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

Next board meeting on the agenda will be the Village’s donation in the amount of $8,000 to Coon Creek Country Days.

d. Public Works  
Trustee Koth reported a Public Workers are striping the streets and the hot shot kids are doing a terrific job of mowing.

e. Village Services  
Trustee Kraus will have the port a potties the same as last year.

f. Field & Trails  
Trustee Krajecki is working on some plans with the Vets and is coming along fine.

g. Business Development  
Progress is coming along, putting some actions items for new businesses coming into town, plus possibly having a marketing video.  
Next meeting is July 19 at 6 p.m. all are welcome to join.

h. Economic Development  
Trustee Reid announced a new business in town: Jan Mullin Photography who joined the Hampshire Chamber. There will be a golf outing at Blackstone September 13, 2017 looking for people to come on out and join the chamber.

New Business  
Trustee Koth is looking for 3 trustees to be judges in this year's Coon Creek parade- 4 to 5 different categories.

Adjournment  
Trustee Kraus moved to adjourn the Village Board meeting at 7:38 p.m.
Seconded by Trustee Klein
Motion carried by voice vote
Ayes: All
Nays: None
Absent: None

Linda Vasquez
Village Clerk
APPLICATION FOR CONDUCTING A RAFFLE
(GOOD FOR ONE RAFFLE)

Name of Organization: HAMPSHIRE V.F.W. POST 8043

Address: P.O. BOX 416 HAMPSHIRE, IL 60140

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

Date when this group was organized: 1946 - JULY

If chartered or incorporated, date and place where papers were issued: HAMPSHIRE
                     JULY 1946

Date when raffle winners will be determined: SEPT 16, 2017

Time: 4:00 P.M. Location: BURLINGTON FEST

Area or Areas where tickets will be sold: CARNIVAL GROUNDS

Date of ticket sales: Aug 3, 2017 to Aug 6, 2017

Price of each ticket: $3 for 2 or 6 for 5.00

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Prize</th>
<th>Value of each</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

TOTAL AGGREGATE VALUE OF ALL PRIZES $700.00
I certify that this organization is not-for-profit; it has been in existence continuously for at least
the past five years; it has maintained a bona fide membership engaged in carrying out its objectives;
its officers, operators, and workers at the raffle are bona fide members of the organization and
are of good moral character. I further certify that all of the information provided in this application
is true, to the best of my knowledge.

Signed: [Signature]

Title: [Title]

Fee Schedule:

<table>
<thead>
<tr>
<th>Aggregate Value</th>
<th>Fee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $500</td>
<td>None</td>
</tr>
<tr>
<td>$501-$5,000</td>
<td>$10.00</td>
</tr>
<tr>
<td>$5,001 and over</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

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

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

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

(To be used when aggregate value of prizes is less than $15,000)

KNOW ALL MEN BY THESE PRESENTS THAT WE, ____________________________,

Raffle Manager

and ____________________________,

Surety

Are held and bound to: ____________________________,

Name of Organization

In the sum of $__________, equal to aggregate retail value of all prizes, for the payment of such we are obliged.

The condition of the above obligation is such that ____________________________,

Being of legal age, has been appointed Raffle Manager for a raffle to be conducted on __________, 2017.

Month/day Year

NOW, THEREFORE, if the said Raffle Manager shall perform and discharge all the duties required of him/her as raffle manager, then this Bond is to be void; otherwise to remain in full force.

X Raffle Manager’s signature: ________________

Address: ____________________________________________ City: ____________________________

Surety’s signature: ________________

Address: ____________________________________________ City: ____________________________

I, Linda Vasquez, a notary public in Illinois, certify that ____________________________

Robert Parise and ____________________________

Who are both personally known to me, are the same persons whose names are subscribed to above; that they appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the use and purpose therein set forth.

(date)

Given under my hand and seal on this date.

Notary Public

[Seal]

My Commission Expires Aug 16, 2017

LINDA R VASQUEZ
Notary Public - State of Illinois
MEMORANDUM

CONFIDENTIAL / ATTORNEY – CLIENT PRIVILEGE

TO: Village President and Board of Trustees
FROM: Mark Schuster / Village Attorney
DATE: February 11, 2017 Updated July 6, 2017
RE: Crown / Proposal for Composting Business (Oakstead)

Background

Crown has previously obtained approval for a Preliminary Development Plan for the Oakstead Community in the Village, as a planned residential development. Crown now proposes to establish a composting business as a temporary commercial use on a 40-acre tract in the southwest area of the subdivision. The business would be similar to the composting business currently operated by Crown on land it owns west of Wauconda, IL in Lake County.

Question Presented

Shall Crown be allowed to establish a composting business on a 40-acre tract in the Oakstead Subdivision?

Discussion

A. The property is classified in the Planned Residential Development Zoning District, under §6-18-1 et seq. of the Village Code.

• Permitted Uses in the PRD zoning classification include “uses and structures not otherwise permitted by the zoning regulations for the type(s) of use which would otherwise apply…”

• However, all uses in a PRD:
  
  i) must have “appropriate landscaping and/or architectural screening,”
  ii) must meet the standards and achieve the planning goals and objectives of the Village,
  iii) must be compatible with adjacent land uses.

• A PRD may include commercial or retail uses which “support the residential uses located therein (or others located in the Village).”

• Non-residential uses identified in the PRD Zoning Regulations may include “religious, institutional, cultural or recreational uses; and wind energy systems.”
• The Plan Commission may recommend, and the Board of Trustees may approve, “exceptions to the standards and criteria” for a Planned Residential Development – when necessary to achieve the planning objectives of the PRD regulations.

There is no zoning classification in the Village which currently recognizes “composting” as either an allowed or a special use.

The Crown Annexation Agreement as its relates to the Oakstead Community provides as follows:

§ 3.3. The Village acknowledges that the current use of the Property is for agricultural purposes and that, notwithstanding any ordinance or law of the Village or any other provision of this Agreement, the Property may be used for agricultural purposes (including public or private nurseries) during the life of this Agreement and thereafter as permitted by law. [Emphasis added].

Crown suggests that this clause would allow use of the parcel for the “agricultural” use of composting.

Per the North American Industrial Classification System (NAICS), agricultural uses in general consist of growing crops; raising animals; and/or harvesting timber. A composting facility on the other hand is generally classified by NAICS as a “non-hazardous waste treatment and disposal” business, including the combined activity of collecting and/or hauling waste materials and operating a waste treatment or disposal facility.

B. The Village should determine (by engineering review) what issues would be presented by setting up such a business, including related roadway improvements; new buildings/sanitary waste treatment; stormwater detention/retention; and the like.

C. The Village may impose conditions on such a use, including some/all of the following:

1. EPA Permit(s) be obtained by Owner or lessee
2. Total area to be not less than 10 acres
3. Setbacks to be not less than 200' from property lines
4. The facility to be located on frontage with adequate access from an arterial roadway
5. The entrance or adjacent roadway to be kept free of dirt / mud at all times.
6. Limit(s) on materials to be accepted.
7. Operational personnel to be present during all hours of operation
8. Limits on days / hours of operation: M-F, and Sat.
9. Limit on volume (per day).
10. Gate to be installed (to bar access when closed).
11. Fence to be installed (for security).
12. Testing to be done to establish “base-lines” of conditions for: i) surface water; and ii) soil.
13. A plan/program be specified for disposal of all composted material.
14. Availability of services to Village residents (disposal of qualifying materials; acquisition of compost products)
15. Payment to Village from tipping fees charged by the Operator of the facility.
D. Future Use: As proposed, the composting business would be only “temporary,” i.e., an “interim use” of the property until the time that development proceeds. Accordingly, Crown proposes to keep the underlying residential (PRD) zoning for the property, and would close out the composting business at such time as residential development actually commenced on (or nearby) the property.

Under all these circumstances, an amendment to §3.3 of the Annexation Agreement ought to be considered by the Board of Trustees. Such an amendment would require a public hearing before the Board of Trustees following notice published in a local newspaper not more than 30 or less than 15 days before the date of the hearing. Follow up would include adoption of an ordinance confirming such an amendment.

**Action(s) Needed**

A. Consider whether the existing Annexation Agreement must be amended to allow for a composting use on the property.

B. Consider appropriate language for any such amendment, including any conditions to be imposed on the proposed composting business.

C. Identify and include any related issues, access, roadways, drainage, and other necessary improvements to the property or adjacent roadways that would be ancillary to the proposed business use.
MEMORANDUM

CONFIDENTIAL / ATTORNEY – CLIENT PRIVILEGE

TO: Village President and Board of Trustees
FROM: Mark Schuster / Village Attorney
DATE: January 31, 2017  Updated July 6, 2017
RE: Crown / Proposal for Wetland Mitigation Bank (Prairie Ridge)

Background

Crown has previously obtained approval for a Preliminary Development Plan as a planned residential development for the Prairie Ridge Community in the Village. The very NW corner of this development – fronting on Melms Road – is reserved for a park space (39 acres) and additional open space.

Question Presented

Shall Crown be allowed to convert the park space and open space area in the NW corner of the Prairie Ridge Development to a wetland mitigation bank (passive open space)?

Discussion

The Annexation Agreement for the Crown properties specifies that certain land areas be donated to the Village for park purposes, to meet the requirements of Ch. 14 of the Village Code, including a “Parcel B” constituting 39.4 acres of non-floodplain land in the Prairie Ridge Development.

The parcel was to have been deeded to the Village after annexation, subject to restrictions limiting use of the land to “park, open space and recreation purposes.” The parcel has not yet been turned over to the Village. It was further agreed, in turn, that that the Village could convey this land (and others) to the Hampshire Township Park District.

The park area was to be:

- graded and seeded by Crown,
- improved with parkway and sidewalk trees,
- stubbed with water and sewer lines; and
- Improved with up to $35,000 of play equipment, etc.

The total open space requirement for the Prairie Ridge Community development amounts to 64.4 acres. Crown has designated a total – including this 30.4 acres – of 70.326 non-floodplain acres for park space (together with another 36.97 floodplain acreage). A total of 17 parks, including the park
space in question, various smaller parks throughout the development area, and the Town Center and	park space on State Street, are to be dedicated to the Village for park purposes. It is Crown’s
position that it exceeded the requirement for dedication of park space by some 44 acres.

The proposed change would convert an area which might have become a regional park space into a
more passive open space area. The area might be improved with a walking pathway and small
parking lot, but no other active recreational structures are likely to be allowed in a wetland mitigation
area under the auspices of the Army Corps of Engineers.

The area may be comprised of poor soils and wetlands, and flanked by two drainage ditches. Crown
reports that this area has typically been so wet that it does not always sustain an annual crop for its
tenant farmer.

The Prairie Ridge Community was approved as a planned residential development in the Village.

- The Planned Residential Development regulations require that not more than 70% of the
open space dedicated by a developer be encumbered by “environmental resources” such as
wetlands, streams, floodplains, floodways, creeks, or the like…” Conversely, not less than
30% shall be unencumbered by such resources.

- A total of 70.326 acres unencumbered + 36.97 encumbered = 108.29 total acres are donated
for Prairie Ridge Community.

- Another 25 acres of “neighborhood parks” planned for the Prairie Ridge Community are
also to be dedicated to the Village.

To the extent that this change may be considered a change in the approved Preliminary Plan, a
Preliminary Plan for a planned residential development may be amended by the parties, but “only
after a public hearing has been held and a recommendation has been made by the Plan Commission,
and after review and approval by the Board of Trustees…” §6-18-11.

**Action(s) Needed**

A. Consider whether to treat a proposed wetland mitigation bank as an area of open space
sufficient to meet the requirements of the Planned Residential Development regulations in the
Village.

B. Consider whether an amendment to the Annexation Agreement, or modification of the
Preliminary Plan for Subdivision for Prairie Ridge Community would be required under these
circumstances.
A RESOLUTION
APPROVING A CERTAIN AGREEMENT WITH THE OWNERS OF
ROBERT WIEREC’S SUBDIVISION PROPERTY FOR DEDICATION
OF A NEW EASEMENT AND FOR RELEASE OF TWO EXISTING
EASEMENTS RELATED TO SAID SUBDIVISION, AND
FOR OTHER MATTERS.

WHEREAS, the Robert Wierec Trust and the Mary Wierec Trust are the owners of
certain property generally located at 555 Prairie Court in the Village, and generally
referred to as Robert Wierec’s Subdivision; and

WHEREAS, said subdivision consists of four platted units and eight residential lots;
and

WHEREAS, certain matters have arisen regarding said subdivision, the zoning
classification and buildability of lots located therein, and the existence and/or need for
certain easements related thereto; and

WHEREAS, the owners and the Village have come to an understanding regarding
such matters, and desire to reduce their understanding to a written document in an
Agreement to be executed by all parties; and

WHEREAS, the Corporate Authorities of the Village deem it to be in the best
interests of the Village to enter into such Agreement at this time; and

WHEREAS, the Village desires to accept dedication of a new right-of-way known
as Prairie Court in Unit 2 of said subdivision, and dedication of a new Village Utility
Easement from the owners at this time; and

WHEREAS, because of the existence of the new right-of-way and new easement,
the Corporate Authorities find it advisable to release and vacate two existing easements
in said subdivision at this time.

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

Section 1. That certain Agreement by and between the owners of the land known
as Robert Wierec’s Subdivision, and the Village, to be dated this date, and in words and
figures as attached hereto, shall be and is hereby approved.
Section 2. The Village President shall be and is authorized to execute and deliver, and the Village Clerk to attest, said Agreement on behalf of the Village, upon receipt of an original thereof duly executed by the owners.

Section 3. Dedication of the easement for village utility purposes as described in said Agreement, and as set forth on an appropriate Plat of Easement to be prepared by the Village Engineer and to be duly executed by the appropriate owners, which shall be dated as of June 1, 2017, shall be and hereby is formally accepted by the Village.

Section 4. Dedication of the right-of-way labeled as “Prairie Court” on the Plat of Subdivision for Unit 2 of said subdivision, which Plat is recorded in the Office of the Kane County Recorder as Doc. No. 2009 K 058567, shall be and hereby is formally accepted by the Village.

Section 5. 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 6. 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 7. 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:

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Linda Vasquez
Village Clerk
AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____________, 2017 by and between the Village of Hampshire, an Illinois Municipal Corporation, and having its office at 234 South State Street, Hampshire, Illinois 60140 (hereinafter referred to herein as "Village") and the Robert Wierce Declaration of Trust dated January 4, 1992 and Mary Wierce Declaration of Trust dated January 22, 1992 (hereinafter referred to collectively as "Owner"). The Village and Owner may be referred to herein collectively as the "Parties."

RECITALS

WHEREAS, the Village of Hampshire, is an Illinois municipal corporation, duly organized and existing under the laws of the state of Illinois (the "Village"); and

WHEREAS, the Robert Wierce Declaration of Trust dated, January 4, 1992 and Mary Wierce Declaration of Trust, dated January 22, 1992 (the "Owner"), are the owners (the "Owner") of the property with the common address of 555 Prairie Street, Hampshire, IL, and located within the Village of Hampshire, Illinois (the "Property"); and

WHEREAS, Owner acquired the property in 1970 and has owned it continually since that time; and

WHEREAS, the Property is approximately 4.5 acres in size; and

WHEREAS, the Property has been divided by Owner into four subdivision Units, and eight lots altogether, as depicted on Exhibits A through D, attached hereto; and

WHEREAS, Plats of Subdivision for each of four units proposed for the Property, to be called the Wierce Subdivision have been approved and/or recorded, as follows:

a. Unit 1 Final Plat describes an area zoned for "apartments," affects the portion of the Property on which the existing apartment building is located, and was approved by the Village on January 13, 1971 and later recorded in the Office of the Kane County Recorder on _________________, as Doc. No. _________________ (Exhibit A);
b. Unit 2 Final Plat describes Lots 4, 5, 6 and 7 in Unit 2, and was approved by the Village on January 13, 1971, but not recorded, and was reapproved by the Village on December 18, 1986; and was later recorded in the Office of the Kane County Recorder on ________________, 2009, as Doc. No. 2009K058568 (Exhibit B);

c. Unit 3 Final Plat describes Lots 2 and 3 in Unit 3, and was approved by the Village on January 13, 1971 and was reapproved by the Village on December 18, 1986; and was later recorded in the Office of the Kane County Recorder on ________________, 2009, as Doc. No. 2009K058567 (Exhibit C);

d. Unit 4 Final Plat describes Lot 8, and was approved by the Village on January 13, 1971 and was reapproved by the Village on December 18, 1986; and was later recorded in the Office of the Kane County Recorder on ________________, 2009, as Doc. No. 2009K058569 (Exhibit D); and

WHEREAS, at the time of the public hearing regarding the Petition for Zoning of the lots, the lots conformed with the requirements of the Village Zoning Regulations as to dimension and area; and

WHEREAS, the zoning classification(s) for the Subject Property should be shown on the Official Village Zoning map as follows:

1. Lot 1 in Unit 1 is zoned R-4;
2. Lots 2 and 3 in Unit 3 ("Duplex Lots") are zoned R-3;
3. Lots 4, 5, 6 and 7 in Unit 2 ("Single Family Lots") are zoned R-2; and
4. Lot 8 in Unit 4 is zoned R-4; and

WHEREAS, the Single Family Lots as platted are approximately 74‘ by 100‘ and approximately 7,400 sq. ft. in area; and

WHEREAS, the current Village Zoning Regulations, §6-7-2 adopted in 2001, and governing the R-2 Single Family Residential Zoning District in the Village, provide as follows:

1. Lot area shall be not less than twelve thousand (12,000) square feet, except on lots of record as of April 18, 1985, for which lot area shall be not less than six thousand five hundred (6,500) square feet.

2. Lot width shall be not less than one hundred feet (100‘) at the buildable area, except lots of record as of April 18, 1985, then not less than sixty-five feet (65‘); and

WHEREAS, Lots 2 and 3 in Unit 3 were designated by Owner and platted for duplexes ("Duplex Lots"); and the lots are 70‘ by 109.35‘ and 7,654.5 sq. ft. in area; and
WHEREAS, the Village Zoning Regulations currently require a minimum lot area of 6,300 sq. ft. and width of "not less than one hundred feet (100') at the buildable area for two-family detached dwellings or single family semidetached dwellings" for lots in the R-3 District, and there is no grandfathering provision contained in the R-3 Residential District provisions of the Village’s zoning regulations; and

WHEREAS, the minutes of the Board of Trustees from a meeting held on November 19, 1970 state that approval of the zoning of the lots in question would require that Owner commence development within one year of the date of approval by an ordinance establishing the re-zoning requested by Owner; and

WHEREAS, there is no ordinance in the records of the Village by which the zoning of the lots in question was ever finally approved, after recommendation from the Zoning Board of Appeals; and

WHEREAS, no construction on the lots was commenced by owner within one year of November, 1970; and

WHEREAS, the Kane County Board of School Trustees agreed to provide a certain easement to the Village to install, maintain, operate and replace an eight-inch sewer of gravity type by an Easement Agreement dated June 17, 1955 and thereafter recorded in the Office of the Kane County Recorder on June 27, 1955, as Doc. No. 783486, granting a certain easement ten feet in width over and across part of the property which now comprises Lot 3 in Unit 3; and thereafter, a sewer main was installed; and

WHEREAS, the sanitary sewer as installed falls outside of the prescribed easement, and actually lies ten feet more or less south of the northerly lot line of said Lot 3; and

WHEREAS, the Village and the Owner of the property entered into a certain Easement Agreement in 1993, recorded as Doc. No. 95K00462, which easement was part of a settlement agreement between Owner and the Village to resolve issues arising from Owner’s relocation of the creekway on his property without any permit or prior authorization (said easement is hereinafter referred to as the "20-Foot Access Easement"); and

WHEREAS, said grant of easement created a 20’ wide access easement over Lots 4, 5, 6 and 7 in the Subdivision, as a “right-of-way or easement forever, over and across the land herein specifically described, for the purpose of access to and inspection, maintenance and/or repair of the Hampshire Creek Tributary” at its new location, as part of the consideration for the Village’s settlement of issues concerning the relocation of the creekway; and

WHEREAS, the Plat of Subdivision for Unit 2 of the Wierec Subdivision dedicates to the Village a public right-of-way, labeled “Prairie Court”; and

WHEREAS, no improvements to the right-of-way labeled “Prairie Court: have been constructed to date.
NOW, THEREFORE, in consideration of the mutual promises herein contained and the respective undertakings of the Parties hereinafter set forth, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing Recitals are restated and incorporated into this Agreement by this reference.

2. **Zoning Status.** The Village agrees and confirms that the zoning classification(s) of the respective portions of the Property shall be and are as follows:

   a) **R-2** For Lot 4, Lot 5, Lot 6 and Lot 7 in Unit 2
   
   b) **R-3** For Lot 2 and Lot 3 in Unit 3
   
   c) **R-4** For Lot 1 in Unit 1
   
   d) **R-4** For Lot 8 in Unit 4 (for the existing apartment building)

including both the Single Family Lots and Duplex Lots and lot sizes and configuration as platted, respectively; and such zoning shall be and is deemed to be “grandfathered” and allowed as consistent with the zoning regulations in effect when the Owner’s zoning petition was first heard at public hearing, and said Lots shall be and are deemed and held to be buildable lots under the Village’s current zoning ordinance.

   These zoning classifications shall be noted on the Official Zoning Map of the Village.

3. **Grant of New Public Utility Easement.** Owner shall and hereby does grant to the Village a new easement for public utilities (a “village utility easement”), over and across the northern part of Lot 3 of Unit 3 of the Wierc Subdivision, and over and across the southern part of Lot 14 of the Wayne Maushak Subdivision in the Village of Hampshire, as more particularly depicted on Exhibit E attached hereto and incorporated herein by this reference.

4. **Release of Easement.** Upon delivery to the Village by Owner of a written Grant of Easement for the easement described in Paragraph 3 above, in recordable form and duly executed by all necessary parties (other than the Village), the Village shall deliver to Owner:

   a) a Release of Easement, in form and substance as set forth on Exhibit F attached hereto and incorporated herein, releasing the 20-foot Access Easement otherwise described herein and granted to the Village by Owner by the Easement Agreement that was recorded in the Office of the Kane County Recorder as Document Number 95K00462.

   b) a Release of Easement, in form and substance as set forth on Exhibit G attached hereto and incorporated herein, releasing the 10-foot Easement for gravity sewer purposes otherwise described herein and granted to the Village by the Kane County Board of School Trustees by the Easement Agreement that was recorded in the Office of the Kane County Recorder as Document Number 783486.
5. **Recording.** The Village shall at its own expense record in the Office of the Kane County Recorder the new Grant of Easement for Public Utilities described in Paragraph 3 above, and after such recording shall deliver to Owner a copy thereof; and Owner shall at its own expense record in the Office of the Kane County Recorder the two Releases of Easement described in Paragraph 4 above and after such recording shall deliver to the Village Clerk a copy of each such release.

6. **Miscellaneous.**

   a) **No Agency or Partnership.** This Agreement does not make either party the agent, legal representative, partner or joint venturer of the other for any purpose whatsoever. Neither party has the right to create any obligation or responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any manner or concerning any matter.

   b) **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties as well as their respective heirs, personal representatives, successors and assigns. This Agreement shall run with the land.

   c) **Construction.** Wherever possible, each provision of this Agreement shall be liberally interpreted in such a manner as to be effective under applicable law and the expressed intent of the parties, but if any provision of this Agreement shall be prohibited or invalid, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

   d) **Counterparts.** This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed to be an original, but all of which together shall constitute on and the same instrument.

   e) **Applicable Law.** Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

   f) **Further Documents.** Each of the Parties will, and will cause its respective affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

   g) **Prevailing Party.** If suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement, or to collect money damages for breach hereof, the substantially prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
h) **Waiver.** The waiver by any party of any term, covenant, agreement or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement, or condition contained in this Agreement.

i) **Recordation.** Upon execution by all of the Parties, this Agreement shall be recorded with the Kane County Recorder by the Village; the parties shall split the cost of such recording; and a recorded copy shall be provided to each party.

j) **Corporate Capacities.** The parties acknowledge that the corporate authorities of the Village have approved this Agreement and the Village President and Village Clerk have executed this Agreement in their official capacities and not personally, and that no personal liability of any kind shall attach or extend to said officials on account of any act performed or failed to be performed in connection with the execution and implementation of this Agreement.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the
day and year noted above.

OWNER:

Robert Wierec Declaration of Trust dated, January 4, 1992

By: ________________________________
    Robert Wierec
    Its: Trustee


By: ________________________________
    Mary Wierec
    Its: Trustee

VILLAGE:

Village of Hampshire,
an Illinois Municipal Corporation

By: ________________________________
    Village President

Attest: ______________________________
    Village Clerk

Prepared by / Return to:

Mark Schuster
Bazos, Freeman, Schuster & Braithwaite LLC
Attorney for the Village of Hampshire
1250 Larkin Avenue  #100
Elgin, IL  60123
mschuster@bazosfreeman.com
STATE OF ILLINOIS  )
                  ) SS.
COUNTY OF KANE  )

The undersigned, a Notary Public, does hereby certify that Robert Wierc, personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Robert Wierc Declaration of Trust, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of __________________, 2017.

__________________________
Notary Public

My commission expires:

STATE OF ILLINOIS  )
                  ) SS.
COUNTY OF KANE  )

The undersigned, a Notary Public, does hereby certify that Mary Wierc, personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Mary Wierc Declaration of Trust, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of __________________, 2017.

__________________________
Notary Public

My commission expires:
STATE OF ILLINOIS  
)  
COUNTY OF KANE  
)

The undersigned, a Notary Public, hereby certifies that Jeffrey R. Magnussen personally known to me to be President of the Village of Hampshire, and Linda Vasquez, personally known to me to be Clerk of the Village of Hampshire, whose names are subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that as such President, and as such Clerk, respectively, he signed and delivered the said instrument as such President of the Village, and she signed and delivered the said instrument as such Clerk of the Village, as his and her free and voluntary act, respectively, and as the free and voluntary act of the Village of Hampshire, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of___________________, 2017.

____________________________
Notary Public

My commission expires:
LIST OF EXHIBITS

A. Plat of Subdivision / Robert Wierec Subdivision, Unit 1
B. Plat of Subdivision / Robert Wierec Subdivision, Unit 2
C. Plat of Subdivision / Robert Wierec Subdivision, Unit 3
D. Plat of Subdivision / Robert Wierec Subdivision, Unit 4
E. Grant of New Public Utility Easement
F. Release of 20' Access Easement
G. Release of School Board of Trustees Sewer Easement
EXHIBIT F

Release of 20' Access Easement

To come...
EXHIBIT G

Release of School Board of Trustees Sewer Easement

To come...
AN ORDINANCE
AMENDING THE REGULATIONS GOVERNING THE SIZE, WEIGHT
AND LOAD OF VEHICLES IN THE VILLAGE

WHEREAS, Section 11-1-1 of the Illinois Municipal Code grants to municipalities
the authority to enact and enforce all necessary police ordinances; and

WHEREAS, Section 11-80-2 of the Illinois Municipal Code grants to municipalities the authority to regulate the use of streets within the municipality's boundaries; and

WHEREAS, Section 15 of the Illinois Vehicle Code grants municipalities the authority to regulate the size, weight, and load of vehicles in the Village; and

WHEREAS, the Corporate Authorities at this time deem it necessary and advisable to amend and modify the Village's motor vehicle regulations to regulate the permitting of oversize and overweight truck trips into and through the Village, to better insure the health, safety and welfare of the residents of the Village and to better protect the structure and viability of the Village's highways, roads and streets.

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 is hereby further amended to amend and modify the provisions governing the size, weight and load of vehicles in the Village, Chapter 2: Traffic Regulations, Article XXII: Size, Weight and Load of Vehicles, in words and figures, as follows:

CHAPTER 2 TRAFFIC REGULATIONS

ARTICLE XXII SIZE, WEIGHT AND LOAD RESTRICTIONS

See attached Text of Article XXII: Size, Weight and Load Restrictions.

Section 2. 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, are 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 be in full force and effect from and after its passage and approval, and publication in pamphlet form, as provided by 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
CERTIFICATE

The undersigned hereby certifies:

1. I am the Village Clerk for the Village of Hampshire, Kane County, Illinois.

2. On _____________, 2017, the Corporate Authorities of the Village enacted this Ordinance No. 17 - ___, which provided by its terms that it shall be published in pamphlet form.

3. The pamphlet form of this Ordinance was duly prepared by me, and a copy of said Ordinance was thereafter posted in the Village Hall at 234 South State Street, Hampshire, Illinois, commencing on _________________, 2017 and continuing thereafter for at least the next following ten (10) days.

4. A copy of this Ordinance was also available for public inspection, after the date of its enactment, and upon request, at the Office of the Village Clerk.

_____________________________________
DATE

_____________________________________
Linda Vasquez
Village Clerk
2-22-1 Definitions. For purposes of this article, the following definitions shall apply:

A. Single Trip Permit: A single trip permit is a permit which allows for one move, from a point of origin to a point of destination.

B. Round Trip Permit: A round trip permit is a permit which allows for two trips, over one route, to convey one or more loads of substantially similar weight and dimension.

C. Quarterly Permit: A quarterly permit is a permit which allows for unlimited moves by a specified vehicle for a period of time not to exceed ninety (90) days from the date of issuance.

D. Annual Permit: An annual permit is a permit which allows for unlimited moves by a specified vehicle for a period of time not to exceed three hundred sixty five (365) from date of issuance.

E. Non-Divisible Load: A load is deemed to be non-divisible when the load to be moved by the applicant vehicle cannot in the judgment of the Chief of Police reasonably be dismantled or disassembled into smaller pieces or portions, so as to be carried, when divided, within the maximum size or weight regulations specified in 625 ILCS 5/15-301(a) of the Illinois Vehicle Code.

F. Chief of Police: The Chief of Police of the Village of Hampshire Police Department, or his designee.

G. Vehicle: Any truck, truck-tractor power unit, combination vehicle, or piece of special mobile equipment to be utilized to carry a load within the Village.

H. Village: The Village of Hampshire.

2-22-2 Permits

A. A permit shall be required for the movement of any vehicle, or combination of vehicles, which is non-divisible, or is carrying a load which is non-divisible, while operating on highways and bridges within the jurisdiction of the Village while exceeding the maximum dimension and weight limits contained within 625 ILCS 5/15-102 (width), 15-103 (height), 15-107 (length), and 15-111 (weight) of the Illinois Vehicle Code.

B. The following are exempt from the requirement of obtaining a permit:
1. Fire District apparatus.

2. Vehicles operating under a declaration of emergency by an authorized governmental official.


4. Village or Township apparatus or equipment used for snow and ice removal

C. Permits shall be issued only in the name of a person, firm, business, or corporation which owns and operates the transporting vehicle or which operates said vehicle under a bona fide lease agreement.

D. Issued permits are valid only during the period one half hour before sunrise until one half hour after sunset, and shall be considered invalid on the following days; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

E. Permits are non-transferable and apply only to the applicant owner/operator, vehicle, and load to which the permit was issued.

F. The permit, when issued, shall constitute an agreement between the permittee and the Village that the vehicle movement(s) described in the application will take place without modification.

G. The permittee has the responsibility to report to the Chief of Police any inaccuracies or error in the permit on the part of either the Village or the permittee before starting any move, and undertaking the move described in the permit shall constitute prima facie evidence of the permittee's acceptance of the permit as issued and the terms contained within.

H. The routing prescribed in the permit shall constitute the sole extent of the authority granted by the permit for the use of highways within the jurisdiction of the Village, and any vehicle and/or load found to be off the prescribed route will be considered to be operating without a permit. The original permit shall be in the driver's possession in paper form and presented upon request to any police officer or Village official for inspection.

I. Any vehicle or load found to be divisible shall render the permit void, and the vehicles with the load shall be and are subject to legal size and weight requirements. It is the duty of the applicant to confirm the non-divisibility of the load and vehicle before making application for the permit, and the permit application shall constitute prima facie evidence that the applicant confirmed that the vehicle and load were each non-divisible for all purposes under this Article

J. If required, arrangement shall be made by the applicant to notify the appropriate utility companies before undertaking the vehicle movement described in the
permit, such that all affected utilities have been property moved, any necessary bridge or highway analysis has been performed and completed in advance of any permitted vehicle movement.

K. Any person driving any vehicle, object, or contrivance upon any highway or highway structure within the jurisdiction of the Village may be held liable for any damage sustained, in accordance with 625 ILCS 5/15-318.

L. All movements under the permit shall be made in accordance with all applicable Federal, State and local laws, ordinances, rules and regulations. The provisions of this Article and/or conditions imposed on any permit shall not be more restrictive than those listed in OPER 993 form issued by the Illinois Department of Transportation, except in extreme cases as determined in the discretion of the Chief of Police.

M. The provisions and conditions of any permit issued by the Village shall be included in and/or accompany any permit issued.

N. The Chief of Police at his discretion and/or at the request of the applicant may revise any permit after issuance, subject to payment of the applicable fee.

O. Permits shall be considered void if altered in any way. Whenever any vehicle is operated or movement made under an altered permit, the person, firm, or corporation to whom such permit was granted, the driver of the vehicle and any other accessory to the alteration, shall be guilty of a violation of this Article and either one or all persons may be prosecuted for such violation. Provided, further, the Chief of Police shall not for a period of one year after the date of conviction issue a permit to any person, firm, or corporation who or which has been convicted of such violation.

P. The permits issued under this Article shall constitute a grant of a privilege by the Village and may be denied or suspended for such reasons as the Village may deem rationally related to its governmental interests including, but not limited to:

1. A permittee fraudulently provides incorrect information in an application for a permit.

2. A permittee, its agents, or employees operate on a permit which has been altered.

3. A permittee, its agents or employees do not comply with any Federal, State or local ordinances, rules or regulations pertaining to the transport of goods or operation of a vehicle engaged in the transport of goods.

4. A permittee, its agents or employees do not comply with the terms or provisions of any permit issued by the Village.
Q. Any Single Trip Permit shall be subject to the following restrictions:

1. Limited to vehicle movements on the route(s) described in such permit, only and any additional stops outside of the prescribed route are expressly prohibited.

2. Valid for five (5) consecutive days from and after the date of issuance, unless otherwise directed by the Chief of Police

R. Any Round Trip Permit shall be subject to the following restrictions:

1. Valid for ten (10) consecutive days from and after the date of issuance

2. Limited to no more than two trips over the same route

3. Limited to conveyance of loads which are substantially similar in both weight and dimension.

S. Quarterly or annual permits shall be subject to the following:

1. The holder of any quarterly or annual overweight permit may not use any Village highway as a cut-thru to avoid using a State, County, or Township highway.

2. All quarterly or annual overweight permits are restricted to the following maximum limitations:

   a) Width 12' 0"
   b) Height 13' 6"
   c) Length 115' 0"

3. Quarterly and annual permits are subject to all standards for application set forth in this Article, except that the load may be interchanged provided none of the listed maximum weights and dimensions are exceeded.

4. Quarterly and annual permits shall list the state of registration and registration number and the vehicle identification number (VIN) for the vehicle to be utilized for the move(s).

T. Any vehicle, load, or individual operating under a permit issued by the Village or Chief of Police shall be subject to all requirements contained within Chapter 15 of the Illinois Vehicle Code, even if not specifically mentioned within this article or any permit issued by the Village.

U. The provisions of this Article may be modified when deemed necessary or advisable in the discretion of the Chief of Police to achieve the purposes of this Article.
2-22-3 Applications for Permit

A. All applications for permits shall be given full consideration. Permits for proposed moves may be issued:
   1. When the Village highways and/or bridges will not be unduly damaged; and
   2. When the safety of the traveling public will be adequately protected.

B. Applications for a permit to move an oversized and/or overweight vehicle, and/or load, must be filed with the Chief of Police. The following information shall be included on the permit application in addition to any other information deemed necessary by the Chief of Police:
   1. Applicant’s name.
   2. Applicant’s address.
   3. Contact information (name, address if different, telephone number and email address) for applicant or its representative for the proposed move.
   4. Make and model of the hauling vehicle or power unit.
   5. Description of load to be moved.
   6. Maximum weight and dimension of the vehicle(s) to be used for the trip, including load.
   7. Route of travel on any highways under the jurisdiction of the Village.

2-22-4. Escorts

A. Civilian or police escorts shall be required at the discretion of the Chief of Police. The total number of persons necessary to provide an adequate escort for a safe move shall be determined by the Chief of Police.

B. Fees for a police escort shall be in addition to the permit fees set forth herein and included in the billing, invoicing, and collection of permit fees.

C. When a police escort is required as a condition of the permit, a fee or fees shall be charged to the applicant, subject to the following:
   1. $60.00 per hour per Police Department vehicle based upon the actual time of the movement, with a minimum fee of $300 per Police Department vehicle.
   2. The actual time of the movement shall be the time the police escort is
required to pick up the movement to the time the movement though Village jurisdiction is completed.

3. Any fraction of an hour shall be rounded up to the next whole hour.

4. Any delays or breakdowns shall be considered part of the movement time and included in the calculation of the fee due.

2-22-5 Suspension and Reinstatement

A. The Chief of Police shall administer and enforce this Article and shall have the authority to grant, deny, suspend or reinstate permits. Any applicant or permittee denied a permit or who has had a permit suspended, upon request, shall be afforded a hearing before the Chief of Police for reconsideration of such decision.

B. A permit may be suspended by the Chief of Police for the time determined appropriate by the Chief of Police; and such permit may be reinstated upon conditions determined by the Chief of Police, including but not limited to payment of all outstanding fines, judgments, or settlement amounts.

C. No permits shall be issued to an applicant or company who has outstanding any fee, fine, judgment or other payment due to the Village.

2-22-6 Fees for Special Permits.

A. The Chief of Police with respect to highways under Village jurisdiction shall collect a fee from the applicant for the issuance of a permit to operate or move a vehicle or combination of vehicles or load. The charge for each permit shall consist of the following:

1. A service charge for special handling of a permit,

2. A fee for any dimension, axle weight, or gross weight in excess of the maximum size or weight specified in this Article, and

3. Any fee for special investigations undertaken pursuant to Section 2-22-2(i) and

4. Any fee charged for police escort pursuant to Section 2-22-4(b).

B. Fees may be established from time to time considering the following:

1. With respect to overweight fees, the charge shall be sufficient to compensate the Village in part for the cost of the extra wear and tear on the mileage of highways over which the load is to be moved.

2. With respect to over-dimension permits, the fee shall be sufficient to
compensate the Village in part for the special privilege of transporting an oversize vehicle or vehicle combination and load within the Village.

C. Fees for legal weight over-dimension loads and vehicles:

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<tr>
<td>1). Single Trip Permit:</td>
<td>$20.00</td>
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<td>2). Round Trip Permit:</td>
<td>$40.00</td>
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<td>3). Quarterly Permit:</td>
<td>$150.00</td>
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<td>4). Annual Permit:</td>
<td>$600.00</td>
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D. Fees for overweight gross loads and vehicles 80,000 lbs - 100,000 lbs:

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<td>1). Single Trip Permit:</td>
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<tr>
<td>2). Round Trip Permit:</td>
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</tr>
<tr>
<td>3). Quarterly Permit:</td>
<td>$250.00</td>
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<tr>
<td>4). Annual Permit:</td>
<td>$1,000.00</td>
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</tbody>
</table>

E. Fees for overweight gross loads and vehicles 100,001 lbs - 120,000 lbs:

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<tr>
<td>1). Single Trip Permit:</td>
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<td>2). Round Trip Permit:</td>
<td>$200.00</td>
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<td>3). Quarterly Permit:</td>
<td>N/A</td>
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<td>4). Annual Permit:</td>
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F. The fee for revisions to any permit after issuance shall be $20.00, or 50% of the original permit fee if the original permit fee was $30.00 or less.

G. The fees prescribed in this Section shall be in addition to any other fee or fees assessed at the discretion of the Chief of Police.


A. Any person found to be in violation of the provisions of Section 2-22-2(P) shall pay a fine equal to $750.

B. Any person found to be in violation of the provisions of any other provision of this Article shall be fined an amount not less than $250, and not more than $750.
No. 17 -

AN ORDINANCE
AMENDING THE REGULATIONS GOVERNING THE SIZE, WEIGHT
AND LOAD OF VEHICLES IN THE VILLAGE

WHEREAS, Section 11-1-1 of the Illinois Municipal Code grants to municipalities
the authority to enact and enforce all necessary police ordinances; and

WHEREAS, Section 11-80-2 of the Illinois Municipal Code grants to
municipalities the authority to regulate the use of streets within the municipality’s
boundaries; and

WHEREAS, Section 15 of the Illinois Vehicle Code grants municipalities the
authority to regulate the size, weight, and load of vehicles in the Village; and

WHEREAS, the Corporate Authorities at this time deem it necessary and
advisable to amend and modify the Village’s motor vehicle regulations to regulate the
permitting of oversize and overweight truck trips into and through the Village, to better
insure the health, safety and welfare of the residents of the Village and to better protect
the structure and viability of the Village’s highways, roads and streets.

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 is hereby further amended to amend and modify the provisions governing the size,
weight and load of vehicles in the Village, Chapter 2: Traffic Regulations, Article XXII:
Size, Weight and Load of Vehicles, in words and figures, as follows:

CHAPTER 2 TRAFFIC REGULATIONS

ARTICLE XXII SIZE, WEIGHT AND LOAD
RESTRICTIONS

See attached Text of
Article XXII: Size, Weight and Load Restrictions.

Section 2. 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, are 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 be in full force and effect from and after its passage and approval, and publication in pamphlet form, as provided by 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
CERTIFICATE

The undersigned hereby certifies:

1. I am the Village Clerk for the Village of Hampshire, Kane County, Illinois.

2. On _________________, 2017, the Corporate Authorities of the Village enacted this Ordinance No. 17 - ____, which provided by its terms that it shall be published in pamphlet form.

3. The pamphlet form of this Ordinance was duly prepared by me, and a copy of said Ordinance was thereafter posted in the Village Hall at 234 South State Street, Hampshire, Illinois, commencing on _________________, 2017 and continuing thereafter for at least the next following ten (10) days.

4. A copy of this Ordinance was also available for public inspection, after the date of its enactment, and upon request, at the Office of the Village Clerk.

________________________________________
DATE

________________________________________
Linda Vasquez
Village Clerk
CHAPTER 2  POLICE REGULATIONS

ARTICLE XXII  TRUCK PERMITS

2-22-1 Definitions. For purposes of this article, the following definitions shall apply:

A. Single Trip Permit: A single trip permit is a permit which allows for one move from a point of origin to a point of destination.

B. Round Trip Permit: A round trip permit is a permit which allows for two trips, over one route, to convey one or more loads of substantially similar weight and dimension.

C. Quarterly Permit: A quarterly permit is a permit which allows for unlimited moves by a specified vehicle for a period of time not to exceed ninety (90) days from the date of issuance.

D. Annual Permit: An annual permit is a permit which allows for unlimited moves by a specified vehicle for a period of time not to exceed three hundred sixty five (365) days from date of issuance.

E. Non-Divisible Load: A load is deemed to be non-divisible when the load to be moved by the applicant vehicle cannot in the judgment of the Chief of Police reasonably be dismantled or disassembled into smaller pieces or portions, so as to be carried, when divided, within the maximum size or weight regulations specified in 625 ILCS 5/15-301(a) of the Illinois Vehicle Code.

F. Chief of Police: The Chief of Police of the Village of Hampshire Police Department, or his designee.

G. Vehicle: Any truck, truck-tractor power unit, combination of vehicles, special hauling vehicle, or special mobile equipment to be utilized to carry a load within the Village.

H. Village: The Village of Hampshire.

2-22-2 Permits

A. A permit shall be required for the movement of any vehicle, or combination of vehicles, which is non-divisible, or is carrying a load which is non-divisible, while operating on highways and bridges within the jurisdiction of the Village while exceeding the maximum dimension and weight limits contained within 625 ILCS 5/15-102 (width), 15-103 (height), 15-107 (length), and 15-111 (weight) of the Illinois Vehicle Code.

B. The following are exempt from the requirement of obtaining a permit:

1. Fire District apparatus.
2. Vehicles operating under a declaration of emergency by an authorized governmental official.


4. Village or Township apparatus or equipment used for snow and ice removal

C. Permits shall be issued only in the name of a person, firm, business, or corporation which owns and operates the transporting vehicle or which operates said vehicle under a bona fide lease agreement.

D. Issued permits are valid only during the period one half hour before sunrise until one half hour after sunset, and shall be considered invalid on the following days; New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

E. Permits are non-transferable and apply only to the applicant owner/operator, vehicle, and load to which the permit was issued.

F. The permit, when issued, shall constitute an agreement between the permittee and the Village that the vehicle movement(s) described in the application will take place without modification.

G. The permittee has the responsibility to report to the Chief of Police any inaccuracies or error in the permit on the part of either the Village or the permittee before starting any move, and undertaking the move described in the permit shall constitute prima facie evidence of the permittee’s acceptance of the permit as issued and the terms contained within.

H. The routing prescribed in the permit shall constitute the sole extent of the authority granted by the permit for the use of highways within the jurisdiction of the Village, and any vehicle and/or load found to be off the prescribed route will be considered to be operating without a permit. The original permit shall be in the driver’s possession in paper form and presented upon request to any police officer or Village official for inspection.

I. Any vehicle or load found to be divisible shall render the permit void, and the vehicles with the load shall be and are subject to legal size and weight requirements. It is the duty of the applicant to confirm the non-divisibility of the load and vehicle before making application for the permit, and the permit application shall constitute prima facie evidence that the applicant confirmed that the vehicle and load were each non-divisible for all purposes under this Article

J. If required, arrangement shall be made by the applicant to notify the appropriate utility companies before undertaking the vehicle movement described in the permit, such that all affected utilities have been properly moved, any necessary
bridge or highway analysis has been performed and completed in advance of any permitted vehicle movement.

K. Any person driving any vehicle, object, or contrivance upon any highway or highway structure within the jurisdiction of the Village may be held liable for any damage sustained, in accordance with 625 ILCS 5/15-318.

L. All movements under the permit shall be made in accordance with all applicable Federal, State and local laws, ordinances, rules and regulations. The provisions of this Article and/or conditions imposed on any permit shall not be more restrictive than those listed in OPER 993 form issued by the Illinois Department of Transportation, except in extreme cases as determined in the discretion of the Chief of Police.

M. The provisions and conditions of any permit issued by the Village shall be included in and/or accompany any permit issued.

N. The Chief of Police at his discretion and/or at the request of the applicant may revise any permit after issuance, subject to payment of the applicable fee.

O. No person shall operate or move a vehicle within the Village under a fraudulent permit. No permit shall be altered by the permittee in any way. Any fraudulent permit shall be considered void. Any permit that has been altered in any way shall be considered fraudulent and void. Whenever any vehicle is operated or movement made under a fraudulent permit, the person, firm, or corporation to whom such permit was granted, the driver of the vehicle and any other accessory to the alteration, shall be charged with a violation of this Article and either one or all persons may be prosecuted for such violation under the provisions of the Motor Vehicle Code, 625 ILCS 5/15-301(i), or of this Article.

P. The permits issued under this Article shall constitute a grant of a privilege by the Village and may be denied or suspended for such reasons as the Village may deem rationally related to its governmental interests including, but not limited to:

1. A permittee fraudulently provides incorrect information in an application for a permit.

2. A permittee, its agents, or employees operate on a permit which has been altered.

3. A permittee, its agents or employees do not comply with any Federal, State or local ordinances, rules or regulations pertaining to the transport of goods or operation of a vehicle engaged in the transport of goods.

4. A permittee, its agents or employees do not comply with the terms or provisions of any permit issued by the Village.
Q. Any Single Trip Permit shall be subject to the following restrictions:

1. Limited to vehicle movements on the route(s) described in such permit, only and any additional stops outside of the prescribed route are expressly prohibited.

2. Valid for five (5) consecutive days from and after the date of issuance, unless otherwise directed by the Chief of Police

R. Any Round Trip Permit shall be subject to the following restrictions:

1. Valid for ten (10) consecutive days from and after the date of issuance

2. Limited to no more than two trips over the same route

3. Limited to conveyance of loads which are substantially similar in both weight and dimension.

S. Quarterly or annual permits shall be subject to the following:

1. The holder of any quarterly or annual overweight permit may not use any Village highway as a cut-thru to avoid using a State, County, or Township highway.

2. All quarterly or annual overweight permits are restricted to the following maximum limitations:

   a) Width 12' 0"
   b) Height 13' 6"
   c) Length 115' 0"

3. Quarterly and annual permits are subject to all standards for application set forth in this Article, except that the load may be interchanged provided none of the listed maximum weights and dimensions are exceeded.

4. Quarterly and annual permits shall list the state of registration and registration number and the vehicle identification number (VIN) for the vehicle to be utilized for the move(s).

T. Any vehicle, load, or individual operating under a permit issued by the Village or Chief of Police shall be subject to all requirements contained within Chapter 15 of the Illinois Vehicle Code, even if not specifically mentioned within this article or any permit issued by the Village.

U. The provisions of this Article may be modified when deemed necessary or advisable in the discretion of the Chief of Police to achieve the purposes of this Article.
2-22-3 Applications for Permit

A. All applications for permits shall be given full consideration. Permits for proposed moves may be issued:

1. When the Village highways and/or bridges will not be unduly damaged; and
2. When the safety of the traveling public will be adequately protected.

B. Applications for a permit to move an oversized and/or overweight vehicle, and/or load, must be filed with the Chief of Police. The following information shall be included on the permit application in addition to any other information deemed necessary by the Chief of Police:

1. Applicant’s name.
2. Applicant's address.
3. Contact information (name, address if different, telephone number and email address) for applicant or its representative for the proposed move.
4. Make and model of the hauling vehicle or power unit.
5. Description of load to be moved.
6. Maximum weight and dimension of the vehicle(s) to be used for the trip, including load.
7. Route of travel on any highways under the jurisdiction of the Village.

2-22-4. Escorts

A. Civilian or police escorts shall be required at the discretion of the Chief of Police. The total number of persons necessary to provide an adequate escort for a safe move shall be determined by the Chief of Police.

B. Fees for a police escort shall be in addition to the permit fees set forth herein and included in the billing, invoicing, and collection of permit fees.

C. When a police escort is required as a condition of the permit, a fee or fees shall be charged to the applicant, subject to the following:

1. $60.00 per hour per Police Department vehicle based upon the actual time of the movement, with a minimum fee of $300 per Police Department vehicle.
2. The actual time of the movement shall be the time the police escort is required to pick up the movement to the time the movement though Village jurisdiction is completed.
3. Any fraction of an hour shall be rounded up to the next whole hour.

4. Any delays or breakdowns shall be considered part of the movement time and included in the calculation of the fee due.

2-22-5 Suspension and Reinstatement

A. The Chief of Police shall administer and enforce this Article and shall have the authority to grant, deny, suspend or reinstate permits. Any applicant or permittee denied a permit or who has had a permit suspended, upon request, shall be afforded a hearing before the Chief of Police for reconsideration of such decision.

B. A permit may be suspended by the Chief of Police for the time determined appropriate by the Chief of Police; and such permit may be reinstated upon conditions determined by the Chief of Police, including but not limited to payment of all outstanding fines, judgments, or settlement amounts.

C. No permits shall be issued to an applicant or company who has outstanding any fee, fine, judgment or other payment due to the Village.

2-22-6 Fees for Special Permits.

A. The Chief of Police with respect to highways under Village jurisdiction shall collect a fee from the applicant for the issuance of a permit to operate or move a vehicle or combination of vehicles or load. The charge for each permit shall consist of the following:

1. A service charge for special handling of a permit,

2. A fee for any dimension, axle weight, or gross weight in excess of the maximum size or weight specified in this Article, and

3. Any fee for special investigations or analyses undertaken pursuant to Section 2-22-2(j) and

4. Any fee charged for police escort pursuant to Section 2-22-4.

B. Fees may be established from time to time considering the following:

1. With respect to overweight fees, the charge shall be sufficient to compensate the Village in part for the cost of the extra wear and tear on the mileage of highways over which the load is to be moved.

2. With respect to over-dimension permits, the fee shall be sufficient to compensate the Village in part for the special privilege of transporting an oversize vehicle or vehicle combination and load within the Village.
C. Fees for legal weight over-dimension loads and vehicles:

1). Single Trip Permit: $ 20.00  
2). Round Trip Permit: $ 40.00  
3). Quarterly Permit: $150.00  
4). Annual Permit: $600.00

D. Fees for overweight gross loads and vehicles 80,000 lbs - 100,000 lbs:

1). Single Trip Permit: $ 30.00  
2). Round Trip Permit: $ 60.00  
3). Quarterly Permit: $ 250.00  
4). Annual Permit: $1,000.00

E. Fees for overweight gross loads and vehicles 100,001 lbs - 120,000 lbs:

1). Single Trip Permit: $100.00  
2). Round Trip Permit: $200.00  
3). Quarterly Permit: N/A  
4). Annual Permit: N/A

F. The fee for revisions to any permit after issuance shall be $20.00, or 50% of the original permit fee if the original permit fee was $30.00 or less.

G. The fees prescribed in this Section shall be in addition to any other fee or fees assessed at the discretion of the Chief of Police.


A. Any person found to have operated or moved a vehicle in violation of the terms and provisions of a permit issued under this Chapter by being off the prescribed route shall be considered to have had no valid permit and is subject to payment of a fine upon conviction as set out in the Illinois Motor Vehicle Code, Chapter 15, 625 ILCS 5/15-101 et seq.

B. Any person found to have operated or moved a vehicle under a fraudulent permit, pursuant to the provisions of 625 ILCS 5/13-301, shall be guilty of a Class 4 felony and any and all penalties prescribed by the Uniform Code of Corrections shall apply. Provided, further, the Chief of Police shall not for a period of one year after the date of conviction of such offense issue a permit to any person, firm, or corporation who or which has been convicted of such violation.

C. Any person otherwise found to have operated or moved a vehicle in violation of the terms and provisions of a permit issued under this Article is subject to payment of a fine upon conviction, in accordance with the provisions of the Illinois Motor Vehicle Code, 625 ILCS 5/15-301(j), as follows:
1. First offense: Not less than $50, and not more than $200;

2. Second offense within one year of the first offense: Not less than $200, nor more than $300;

3. Third or subsequent offense within one year of the first offense: Not less than $300 nor more than $500; and furthermore, no other permit shall be issued to such person; and

4. Provided, any penalty imposed under this sub-section (C) shall be imposed in addition to any penalties imposed for violating any other provision of the Illinois Vehicle Code or this Chapter.
VILLAGE OF HAMPShIRE

Accounts Payable

July 20, 2017

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

Total: $268,046.80
To be paid on or before
July 25, 2017

Village President: ________________________________
Attest: ________________________________

Village Clerk: ________________________________

Date: ________________________________
INVOICE DUE ON/BEFORE 08/31/2017

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**VILLAGE OF HAMPSHIRE**

**DETAILED BOARD REPORT**

**INVOICES DUE ON/BEFORE 08/31/2017**
## Invoices Due On/Before 08/31/2017

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**INVOICE TOTAL:** 66.43

**VENDOR TOTAL:** 66.43

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**INVOICE TOTAL:** 1,851.65

**VENDOR TOTAL:** 1,851.65
VILLAGE OF HAMPSHIRE  
DETAIL BOARD REPORT  

INVOICES DUE ON/BEFORE 08/31/2017

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INVOICE TOTAL: 1,391.64  
VENDOR TOTAL: 1,391.64
### Invoices Due on/Before 08/31/2017

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**Note:** Details and amounts are as follows:

- **Sherwin Industries, Inc:** Parts for Concrete Grinder, Invoice Total: $203.30
- **Sirchie:** Drug Testing Supplies, Invoice Total: $74.15
- **Summit Environmental:** Water Analysis, Invoice Total: $626.36
- **The Bank of New York:** Bond Admin Fee, Invoice Total: $750.00
- **Third Millennium Inc.:** W/S/R Billing, Invoice Total: $315.86
## INVOICES DUE ON/BEFORE 08/31/2017

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**INVOICE TOTAL:** 947.57
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**INVOICE TOTAL:** 88.56
**VENDOR TOTAL:** 88.56

**INVOICE TOTAL:** 222.83
**VENDOR TOTAL:** 222.83

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**INVOICE TOTAL:** 9,858.00
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## INVOICES DUE ON/BEFORE 08/31/2017

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**INVOICE TOTAL:** 21.50  
**VENDOR TOTAL:** 21.50  
**TOTAL ALL INVOICES:** 268,046.80