



Village of Hampshire  
Village Board Meeting  
Thursday, March 2, 2023 - 7:00 PM  
Hampshire Village Hall - 234 S. State Street

## AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comments
5. A Motion to Approve the Meeting Minutes from February 16, 2023
6. Police Promotions
  - a. Swearing in of James Neblock as Police Lieutenant
  - b. Swearing in of Cody Grindley as Police Sergeant
7. Village Manager's Report
  - a. An Ordinance Amending Village Code Chapter 5: Building Regulations, Regarding Automatic Sprinkler Systems in Storage and Business Structures
  - b. A Resolution Authorizing a Grant Application to the FEMA Pre-Disaster Mitigation Program for a Storm Sewer Infrastructure Project at the Intersection of Park Street and Rinn Avenue
  - c. A Motion to Approve a Professional Services Agreement with UrbanHydro Engineering, Inc. in the Amount of \$25,900 for Grant Application and Administration Services for the Park & Rinn Storm Sewer Infrastructure Project
  - d. A Discussion of False Alarm Fines
8. Monthly Staff Reports
  - a. January Financial Report
  - b. February Building Report
9. Accounts Payable
  - a. A Motion to Approve the March 2, 2023 Regular Accounts Payable
10. Village Board Committee Reports
  - a. Business Development Commission
  - b. Public Relations
  - c. Public Works
  - d. Budget
11. New Business
  - a. A Presentation by Garrod Fannon of Harps Lounge for Outdoor Seating
12. Announcements
13. Adjournment

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

Public Comments: The Board will allow each person who is properly registered to speak a maximum time of five (5) minutes, provided the Village President may reduce the maximum time to three (3) minutes before public comments begin if more than five (5) persons have registered to speak. Public comment is meant to allow for expression of opinion on, or for inquiry regarding, public affairs but is not meant for debate with the Board or its members. Good order and proper decorum shall always be maintained.

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

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

**REGULAR MEETING OF THE BOARD OF TRUSTEES**  
**MINUTES**  
**February 16, 2023**

The regular meeting of the Village Board of Hampshire was called to order by Village President Michael J. Reid, Jr. at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, February 16, 2023.

Roll call by Village Clerk Vasquez:

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

Absent: Toby Koth

A quorum was established.

In addition, present in-person were Village Manager Jay Hedges, and Assistant to the Village Manager Josh Wray, Village Attorney Mark Schuster, Finance Director Lori Lyons, and Police Chief Doug Pann. Also, present electronically: Tim Paulson from EEI.

President Reid led the Pledge of Allegiance.

**MINUTES**

Trustee Mott moved to approve the minutes of February 2, 2023.

Seconded by Trustee Fodor

Motion carried by roll call vote.

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

Nays: None

Absent: Koth

**VILLAGE MANAGER'S REPORT**

A Product Update Presentation from Lennar Homes

Richard Murphy presented four new style of homes Lennar plans to start offering in Tamms Farm. They are generally smaller and more affordable, but the lot size will not change. Some will offer partial basement, and some will be full basement. The Board asked several questions.

A Resolution Approving an Intergovernmental Agreement with the Hampshire Fire Protection District for Plan Review and Inspection Services

Mr. Wray explained that Hampshire Fire Protection District now has a full-time fire inspector, so they have requested to become the official plan reviewers and inspectors for the fire code and life safety code. The inspector has already been integrated into the permit system and has been co-inspecting with SAFEbuilt, so the transition should be operationally smooth. There will be no change in permit fees, and there will be no change in the process from the applicant's perspective. The Village will just pay the plan review and inspection fees for fire and life safety to HFPD instead of SAFEbuilt.

Trustee Kelly moved to approve Resolution 23-04: An Intergovernmental Agreement with the Hampshire Fire Protection District for Plan Review and Inspection Services.

Seconded by Trustee Fodor

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

A Motion to Approve Additional Costs in the Amount of \$6,800 for Architectural Services for Improvements at the Hampshire Police Department Associated with the De-escalation Grant Award, bringing the Total Costs of Improvements to \$88,992

Trustee Robinson moved to approve additional costs in the amount of \$6,800 for Architectural Services for Improvements at the Hampshire Police Department Associated with the De-escalation Grant Award, bringing the Total Costs of Improvements to \$88,992.

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

A Motion to Authorize the Purchase of Laptops and Other Police Vehicle Equipment in the Amount of \$47,722

Chief Pann presented a technology plan for the Police Department which starts with these purchases for the squad cars. He noted this request is above budget but that there is existing money in the tow fund that may be used for this purpose.

Trustee Kelly moved to authorize the purchase of Laptops and Other Police Vehicle Equipment in the amount of \$47,722.

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

A Motion to Approve a Professional Services Agreement with EEI in the Amount of \$34,962 for Preliminary Engineering Required for the Safe Route Schools

Trustee Kelly asked if it was accurate that the phase 1 engineering for this project will take nearly 1 year. Mr. Paulsen responded that the engineering work will not actually take that long, but the reviews and approvals from IDOT and other state agencies will, so EEI believes the timeline in the PSA is accurate. Staff expects construction in summer of 2024.

Trustee Robinson moved to approve a Professional Services Agreement with EEI in the Amount of \$34,962 for Preliminary Engineering required for the Safe Route Schools.

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

An Ordinance Amending the Police Regulations to Modify Provisions Governing Parking During and After Certain Snow Events

Trustee Fodor asked for clarification on if the ordinance as written is mean to also prohibit snowmobiles from parking on streets after snowfalls. Attorney Schuster responded that it does. Chief Pann added that another portion of the Village Code expressly prohibits the parking of snowmobiles on public property at any time, so this ordinance would be consistent.

Trustee Kelly asked for clarification on if the ordinance reads that the parking restriction starts as soon as there is 2" of snow accumulation whether or not the snow has stopped falling. Attorney Schuster responded yes, the logic being that the public works staff does not always wait until the snowfall is done before they start plowing especially if it is expected to last a significant amount of time.

There was discussion of using the My Hampshire app to send a notification whenever staff has determined there is 2" of accumulation. The Public Relations Committee will discuss further.

Trustee Robinson moved to approve Ordinance 23-1: Amending the Police Regulations to Modify Provisions Governing Parking during and after certain Snow Events.

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

An Ordinance Amending the Alcoholic Liquor Regulations to Align Requirements for Product Sampling and Tasting with State Law

Trustee Kelly moved to approve Ordinance 23-02: Amending the Alcoholic Liquor Regulations to Align Requirements for Product Sampling and Tasting with State Law.

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

**STAFF MONTHLY REPORTS**

- a) December Streets Report - No questions or comments.
- b) January Engineering Report- No questions or comments.
- c) January Police Report - Chief Pann showed a presentation describing how he plans to present the Police Department monthly report moving forward. He noted there are some areas he would like to present but also asked the Board to consider what kind of information they want to receive. There was some discussion.

**ACCOUNTS PAYABLE**

A Motion to Approve the February 16, 2023 Regular Accounts Payable

Trustee Fodor moved to approve the Accounts Payable in the sum of \$267,940.27 paid on or

before February 22, 2023.

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

### **COMMITTEE / COMMISSION REPORTS**

- a) Business Development Commission -Trustee Kelly mentioned the meeting was cancelled and may be rescheduled for next week. The modifications to the façade program process have not been discussed yet, but he will check with the BDC and Beautification chairs on their recommended funding level for the program in FY24.
- b) Public Relations - Trustee Fodor reported we are on track with goals.
- c) Public Works - Trustee Kelly and Robinson wanted to say thank you to the Streets Department who did a great job clearing the snow on January 28. Our streets were totally clean unlike when you left town.
- c) Budget Committee - Trustee Pollastrini reported the first Budget Committee meeting will be February 21 at 6 p.m., and it will be a working meeting, so all are invited.

### **NEW BUSINESS**

President Reid announced that some of the business at the Planning and Zoning Commission meeting on February 13 was recessed due to the number of people in attendance. We had the Hampshire Fire District room set up for overflow, but there were still more people. The next meeting on February 27 will be at the Hampshire Middle School at 7 p.m. He also noted that when the Planning and Zoning recommendations come to the Village Board on these matters, we will also need to meet at the Hampshire Middle School.

Trustee Pollastrini mentioned that she read about some unlicensed cannabis places that opened up in New York City, and the City I having difficulties enforcing; she is concerned something like that could happen here in the Village.

### **ADJOURNMENT**

Trustee Robinson moved to adjourn the Village Board meeting at 9:15 p.m.

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

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Linda Vasquez, Village Clerk



Village of Hampshire  
234 S. State Street, Hampshire IL 60140  
Phone: 847-683-2181      www.hampshireil.org

## Agenda Supplement

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**TO: President Reid; Board of Trustees**  
**FROM: Josh Wray, Assistant to the Village Manager**  
**FOR: Village Board Meeting on March 2, 2023**  
**RE: Building Regulations Amendment - Sprinklers**

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**Background:** Hampshire Township recently inquired about requirements for their planned storage building. SAFEbuilt explained that the newly adopted code includes a requirement for a sprinkler system in all commercial buildings. However, the current building official also noted to staff that the Fire Code does include standard exceptions to the sprinkler requirements that the Village removed when adopting the code that would apply to the Township's storage building.

**Analysis:** There are standard exceptions in the Fire Code for most types of buildings (e.g., assembly, business, mercantile, factory, etc.). SAFEbuilt and HFPD both advise that all new construction except for storage buildings should continue to be required to have sprinklers due to the life safety concerns of the other types of uses. The attached ordinance reinstates the following conditions for exception for storage buildings only (all must apply):

- Area of floor is less than 12,000 sqft (some variation for certain types of storage)
- Area of floor is less than 3 stories above grade
- Area of all floors in building is less than 24,000 sqft

This ordinance does not provide exceptions to other types of required fire protections, such as detections systems and alarms.

Additionally, HFPD, SAFEbuilt, and staff discussed the necessity and practicality of requiring sprinkler systems in the small business spaces downtown when they are renovated. Installing a sprinkler system for a small space is less necessary because of the lower occupant capacity, and installing a sprinkler system may cost more than \$30,000 which is an expense that can make opening a small business cost-prohibitive. The current regulations require installation of a sprinkler system upon renovating 50% or more of a business space; the

attached ordinance would create a standard exceptions for spaces under 5,000 sqft. This exception, however, does not apply to buildings classified for high life-safety concerns.

**Action Needed:** Consider the attached ordinance reinstating standard exceptions for sprinkler installation in storage buildings and creating a standard exception for sprinkler installations for business renovations.



No. 23 -

**AN ORDINANCE  
AMENDING CHAPTER 5 OF THE VILLAGE CODE REGARDING  
AUTOMATIC FIRE SPRINKLER SYSTEMS  
IN CERTAIN STRUCTURES**

WHEREAS, the Village has previously adopted as part of its Building Regulations the International Building Code, 2018, and the International Fire Code, 2018;

WHEREAS, the Village also previously adopted amendments to these codes that remove exceptions to the requirement for automatic fire sprinkler systems to be installed in all Group S (storage) structures;

WHEREAS, the Village also previously adopted amendments to these codes that require installation of an automatic fire sprinkler system to be installed in all Group B (business) and M (mercantile) structures including upon new construction and upon remodeling/renovation of 50% or more of the gross building floor area;

WHEREAS, the Corporate Authorities deem it in the best interests of the Village to modify the requirements for automatic fire sprinkler systems in certain structures;

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

Section 1. The following subsections of Section 5-2-3 of the Building Regulations shall be removed in their entirety:

“903.2.9 Delete in the exceptions 1, 2, 3, 4 and 5 in their entirety.”

“903.2.9.1 Delete in the exceptions 1,2, 3 and 4, in their entirety.”

“903.2.10 Delete in the exceptions 1 and 2 and EXCEPTION: Enclosed parking garages located beneath R-3 occupancies.”

“903.2.10.1 Delete Section 903.2.10.1 in its entirety and replace as follows:

‘903.2.10.1 Commercial parking garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial motor vehicles including but not limited to commercial trucks and busses.’”

Section 2. The following subsections of Section 5-5-3 of the Building Regulations shall be removed in their entirety:

“903.2.9 Delete in the exceptions 1, 2, 3, 4 and 5 in their entirety.”

“903.2.9.1 Delete in the exceptions 1,2, 3 and 4, in their entirety.”

“903.2.10 Delete in the exceptions 1 and 2 and EXCEPTION: Enclosed parking garages located beneath R-3 occupancies.”

“903.2.10.1 Delete Section 903.2.10.1 in its entirety and replace as follows:

‘903.2.10.1 Commercial parking garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial motor vehicles including but not limited to commercial trucks and busses.’”

Section 3. The following subsection of Section 5-2-3 of the Building Regulations shall be modified as follows:

“An approved automatic fire alarm and approved automatic fire detection (smoke) system shall be installed in any and all buildings and structures undergoing remodeling, renovations, installations and like changes (painting, carpeting, flooring and cosmetic changes not included) that requires a building permit, ~~of less than fifty percent (50%) of the building gross floor area.~~ If there is an automatic fire sprinkler system, then an automatic fire alarm system is only required if it is required in the adopted code or amendments and also to monitor a fire suppression/sprinkler system and other fire protection installations. If the renovation exceeds 50% of the ~~gross building floor area~~ occupied single-floor area, then an approved fire sprinkler system shall be installed. If there is a change in occupancy classification of a building to a Group A, E, F, H, I, or R, occupancy, with or without renovations, an approved automatic fire alarm , an approved automatic fire detection (smoke) system, and an approved fire sprinkler system shall be installed. When installation of a fire sprinkler system is required by this section, installation shall be required all floors of the occupied space as required by the Building Regulations. A fire alarm system will be required to monitor a fire suppression/sprinkler system and other fire protection installations.

Exception: Upon renovation exceeding 50% of the occupied single-floor area of a building containing a Group B or M occupancy, installation of a fire sprinkler system shall only be required if the occupied single-floor area exceeds 5,000 square feet.” (the remainder of the Section remains the same)

Section 4. The following subsection of Section 5-5-3 of the Building Regulations shall be modified as follows:

“An approved automatic fire alarm and approved automatic fire detection (smoke) system shall be installed in any and all buildings and structures undergoing remodeling, renovations, installations and like changes (painting, carpeting, flooring and cosmetic changes not included) that requires a building permit, ~~of less than fifty percent (50%) of the building gross floor area.~~ If there is an automatic fire sprinkler system, then an automatic fire alarm system is only required if it is required in the adopted code or amendments and also to monitor a fire suppression/sprinkler system and other fire protection installations. If the

renovation exceeds 50% of the ~~gross building floor area~~ occupied single-floor area, then an approved fire sprinkler system shall be installed. If there is a change in occupancy classification of a building to a Group A, E, F, H, I, or R, occupancy, with or without renovations, an approved automatic fire alarm , an approved automatic fire detection (smoke) system, and an approved fire sprinkler system shall be installed. When installation of a fire sprinkler system is required by this section, installation shall be required all floors of the occupied space as required by the Building Regulations. A fire alarm system will be required to monitor a fire suppression/sprinkler system and other fire protection installations.

Exception: Upon renovation exceeding 50% of the occupied single-floor area of a building containing a Group B or M occupancy, installation of a fire sprinkler system shall only be required if the occupied single-floor area exceeds 5,000 square feet.” (the remainder of the Section remains the same)

Section 5. 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 6. 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 7. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to roll call vote as follows:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Michael J. Reid, Jr.

Village President

ATTEST:

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Linda Vasquez  
Village Clerk



Village of Hampshire  
234 S. State Street, Hampshire IL 60140  
Phone: 847-683-2181      www.hampshireil.org

## Agenda Supplement

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**TO: President Reid; Board of Trustees**  
**FROM: Josh Wray, Assistant to the Village Manager**  
**FOR: Village Board Meeting on March 2, 2023**  
**RE: FEMA Grant for Park & Rinn Storm Sewer Project**

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**Background:** In spring of 2022, Sen. Duckworth’s office opened the application cycle for Congressionally Directed Spending, an earmark process where communities send projects to their legislators for inclusion in a bill to fund programs across many federal department and agencies. Staff submitted basic information for multiple projects that were eligible for one of the open programs, and the Park and Rinn storm sewer infrastructure project was selected for funding through the FEMA Pre-Disaster Mitigation grant program. Sen. Duckworth secured \$518,000 for the project, which may fund up to 80% of costs.

**Analysis:** The CDS program earmarks funding for the Village’s project, so this grant application is not competitive, but the Village is still required to apply to FEMA and meet all project qualifications. Since the Village must pay at least 20% of project costs, or \$129,500, staff has included in the proposed FY24 budget to use another grant for the local match - a \$150,000 state member initiative grant secured by Sen. Syverson for an infrastructure project. This results in a maximum project cost of \$668,000 without any impact on the Village’s operating or capital funds.

Staff was notified of selection for the FEMA program in January and has been advised the application will open in the first week of March. Upon official notice of funding, we are advised we will have approximately 2 weeks to submit all application materials to Illinois EMA which will then compile all Illinois projects and submit to FEMA. Given the short time frame to complete this complex state/federal grant package, staff als recommends using a specialized grant writer. Illinois EMA recommended Shauna Urlacher, PE, of UrbanHydro, and staff has discussed the project with Ms. Urlacher who is familiar with the FEMA grant process and flood mitigation engineering. A professional services agreement in the amount of \$25,900 for UrbanHydros’s services is attached.

**Recommendation:** Staff recommends approving the resolution authorizing application for the FEMA Pre-Disaster Mitigation grant as well as approving the professional services agreement with UrbanHydro for grant writing and administration services for the Park and Rinn storm sewer infrastructure project.

No. 23 -

**A RESOLUTION  
AUTHORIZING A GRANT APPLICATION FOR A STORM SEWER  
INFRASTRUCTURE PROJECT AND EXECUTION OF ALL NECESSARY  
DOCUMENTS**

**WHEREAS**, the Village of Hampshire (Village) supports providing safe an efficient stormwater management systems; and,

**WHEREAS**, the Village is in need of adequate storm sewer infrastructure to mitigate flooding of structures around and standing water in the intersection of Park Street and Rinn Avenue; and,

**WHEREAS**, the Village has considered submitting as a sub-applicant a storm sewer infrastructure improvement project to the Federal Emergency Management Agency Pre-Disaster Mitigation (PDM) program to obtain funding; and,

**WHEREAS**, the Village has acknowledged that said program can provide up to 80% of eligible project costs not to exceed \$518,000; and,

**WHEREAS**, the Village has reviewed the proposed conceptual plans and cost estimates for the said project; and,

**WHEREAS**, the said project will include engineering, grant administration, and construction activities; and

**WHEREAS**, the Village has determined that it is in its best interests to submit an application to said program for the aforementioned storm sewer infrastructure project;

**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 Board of Trustees hereby authorizes the application for grant to be filed in accordance with the rules and requirements of the Federal Emergency Management Agency PDM program for improvements to the storm sewer infrastructure at and near the intersection of Park Street and Rinn Avenue.

Section 2. The Village will commit the necessary local funds to make such improvements.

Section 2. The Village Manager shall be and is hereby authorized and directed to execute the necessary application documents.

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

ADOPTED this 2nd day of March 2023, pursuant to roll call vote as follows:

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

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

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

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Michael J. Reid, Jr.  
Village President

ATTEST:

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





121 W Hillgrove Ave, Unit 376 · LaGrange, IL 60525  
708.253.7993 · [www.UrbanHydroEng.com](http://www.UrbanHydroEng.com)

February 20, 2023

Mr. Jay Hedges  
Village Manager  
Village of Hampshire  
234 S. State Street  
Hampshire, IL 60140

**SUBJECT:     Engineering Services  
                  FY23 FEMA LPDM Grant Sub-application**

Dear Jay:

UrbanHydro Engineering, Inc. (UrbanHydro) is submitting this proposal to provide engineering services to the Village of Hampshire (CLIENT). If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto, which sets forth the contractual elements of this agreement, will constitute the entire agreement between the Village of Hampshire (CLIENT) and UrbanHydro for services on this project.

### **SCOPE OF SERVICES**

A grant sub-application will be prepared for the CLIENT to construct storm sewer improvements at Park Street and Rinn Avenue. The project that will be described in the grant sub-application includes lowering Turf Lane and Countryside Drive and grading side yard swales. A FEMA BRIC Grant sub-application will be prepared for the proposed improvements on behalf of the CLIENT. All documentation and grant paperwork will be entered into eGrants for the CLIENT to submit to IEMA prior to the FY23 deadline.

A summary of engineering services that will be provided are outlined in the following paragraphs.

- Detailed Scope of Work (SOW) - UrbanHydro will prepare a detailed scope of work that will address the questions in eGrants in more detail than can be entered online. The SOW will focus on how the project addresses FEMA's FY23 funding priorities and how it mitigates risk of flooding, as defined by FEMA.



Assumptions:

- *The CLIENT will provide UrbanHydro background information, general project narrative, flood photos, proposed engineering plans, storm sewer calculations (water surface elevations and discharges for various storm events), GIS files, and other available data regarding the flood hazard.*
  - *A signed letter from the CLIENT is required, agreeing to on-going maintenance of the proposed infrastructure. UrbanHydro will provide a template for the Village to edit and place on Village letterhead.*
- Mitigation Project Budget - A grant budget will be prepared from the design engineer's cost estimate. Grant-eligible expenses will be included and a budget narrative will be provided meeting FEMA requirements.

Assumptions:

- *The CLIENT will provide UrbanHydro with a preliminary budget for the proposed improvements.*
  - *A signed letter from the CLIENT is required, acknowledging the non-federal cost share (25 percent) and indicating the source of this funding. UrbanHydro will provide a template for the Village to edit and place on Village letterhead.*
- Project Schedule - A project schedule will be prepared showing individual project tasks and durations of each task to be completed within the allowable FEMA timeframe.
  - Benefit-Cost Analysis - UrbanHydro will complete the Benefit Cost Analysis (BCA) for the project, which will be included in the grant sub-application. In order to complete the BCA, the following documentation is required:
    - Photographs of each side of each structure (provided by the CLIENT)
    - Conceptual engineering plans (provided by the CLIENT)
    - Hydraulic model data including: 5-yr, 10-yr, 25-yr, and 50-yr water surface elevations and discharges (provided by the CLIENT)
    - Top of foundation and lowest floor elevations for the impacted structures (provided by the CLIENT or estimated from GIS data)
    - Assessor's data for each structure
    - Marshall & Swift replacement value calculations

Up to three residential properties and two commercial properties will be analyzed and included in the sub-application. The BCA will also include the loss of service from roadway flooding. The addresses to be included in the sub-application are:

- 102 Park St
- 126 Park St
- 123 Park St
- 162 Park St
- 155 Park St

Assumptions:

- *UrbanHydro will use existing survey and GIS data provided by the CLIENT. No topographic survey will be provided under this contract.*
- Historic Preservation and Environmental Requirements - The historic preservation and environmental sections of the grant sub-application will be completed in eGrants. An EcoCAT will be prepared for the project location.
- Maps / Documentation - Additional documentation and maps will include:
  - *Community Map(s) of the project area*
  - *Detailed map(s) showing the location of each property and documenting the elevations used in the BCA for each structure.*
- Grant Administration – After the grant is awarded, quarterly reports will be prepared and submitted to IEMA on the City’s behalf. Up to six quarterly reports will be prepared.

Assumptions:

- *The CLIENT will provide UrbanHydro with invoices and pay requests for all eligible grant expenses needed to complete the quarterly reports.*

Notes:

1. LPDM grant sub-applications are submitted online through eGrants. For consideration FY23 LPDM funding, the sub-application must be submitted by the CLIENT before IEMA’s deadline. Alternatively, the Village can provide a letter authorizing UrbanHydro to submit the application on the Village’s behalf.
2. A Benefit Cost Ratio of 1.0 or greater is required to meet FEMA’s eligibility requirements for LPDM funding. Projects costs that do not reduce the benefits from the project may be removed from the cost estimate provided to FEMA in order to meet the eligibility requirements. If a Benefit Cost Ratio of 1.0 or greater is not achieved, an application will cannot be submitted.
3. BCA calculations will be prepared for a maximum of 5 structures. Any additional structures are outside the scope of the project.
4. Grant administration will be limited to six quarterly reports.

- 5. Any comments or Requests for Information on the grant sub-application from IEMA or FEMA shall be addressed under separate contract.

**PROJECT SCHEDULE**


The grant sub-application project will be completed prior to the IEMA LPDM deadline for FY23. Grant administration will be provided for no more than 18 months from the date of FEMA approval.

**FEES**

The cost associated with the services included in this proposal will be invoiced monthly as the work progresses for professional services, with a lump sum fee of \$25,900.

I appreciate the opportunity to submit this proposal and trust that it meets your approval. Please contact me at (708) 253-7993 or [shauna@UrbanHydroEng.com](mailto:shauna@UrbanHydroEng.com) if you have any comments or questions.

Sincerely,  
UrbanHydro Engineering, Inc.

  
Shauna Urlacher, P.E., CFM  
President

Accepted For:  
Village of Hampshire

BY \_\_\_\_\_  
Authorized Signature

PRINTED \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

Attachments: General Terms and Conditions





121 W Hillgrove Ave, Unit 376 · LaGrange, IL 60525  
708.253.7993 · [www.UrbanHydroEng.com](http://www.UrbanHydroEng.com)

**UrbanHydro Engineering, Inc.**  
**TERMS AND CONDITIONS**

**1. CLIENT'S RESPONSIBILITIES**

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide the information needed for rendering of the services of this Agreement as indicated by the CONSULTANT. The Client shall provide to the CONSULTANT such information as is available to the Client and the Client's consultants and contractors, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the CONSULTANT to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT and the CONSULTANT's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the CONSULTANT.
- b. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, and subsurface explorations, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- c. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- d. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

**2. CONSULTANT'S RESPONSIBILITIES**

CONSULTANT will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

**3. TERMS OF PAYMENT**

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

**4. SUSPENSION OF SERVICES**

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension.

**5. TERMINATION**

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms,

whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

## **6. ATTORNEY'S FEES**

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

## **7. REUSE OF DOCUMENTS**

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

## **8. INSURANCE**

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

## **9. FACSIMILE TRANSMISSIONS.**

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

## **10. INDEMNIFICATION**

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

## **11. WAIVER OF CONTRACT BREACH**

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

## **12. LIMITATION OF LIABILITY**

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

## **13. CONTROLLING LAW**

This Agreement is to be governed by the law of the State of Illinois.



Village of Hampshire  
234 S. State Street, Hampshire IL 60140  
Phone: 847-683-2181      www.hampshireil.org

## Agenda Supplement

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**TO:** President Reid; Board of Trustees  
**FROM:** Josh Wray, Assistant to the Village Manager  
**FOR:** Village Board Meeting on March 2, 2023  
**RE:** False Alarm Fines

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**Background:** The Village Board previously discussed increasing the false alarm fines in an effort to reduce the number of false alarms and, subsequently, the amount of police officer time spent responding to such calls. The Board also asked for a summary of false alarm incidents.

**Analysis:** Chief Pann produced the following summary information of false alarm incidents for 2020-2022:

<u>Location</u>	<u># of Incidents</u>	<u>Total Fines</u>
Hampshire Middle School	16	\$3,400
Hampshire High School	15	\$2,700
Photofax	13	\$3,200
Hampshire Elementary School	10	\$1,700
Heartland Bank	9	\$2,000
PetAg	8	\$700
Block's	4	\$500
MJ Electric	4	\$500
McDonald's	4	\$500
Resource Bank	3	\$200
Buckhead Meat	3	\$200
Spee-D Mart	3	\$200
Total	92	\$15,800

Staff also researched false alarm penalties in other jurisdictions for comparison:

<u>Municipality</u>	<u>Lowest Fine</u>	<u>Highest Fine</u>	<u>Disconnection</u>
Hampshire	\$200 on 3 <sup>rd</sup> offense	\$300 on 4 <sup>th</sup> offense	if payment not made
Huntley	\$50 on 4 <sup>th</sup> offense	does not escalate	discretionary
Pingree Grove	\$75 on 4 <sup>th</sup> offense	\$150 on 6 <sup>th</sup> offense	no provisions
West Dundee	\$100 on 4 <sup>th</sup> offense	\$200 on 6 <sup>th</sup> offense	on 7 <sup>th</sup> offense in 1 yr
Sugar Grove	\$35 on 4 <sup>th</sup> offense	does not escalate	on 20 <sup>th</sup> offense in 1 yr
McHenry	\$25 on 7 <sup>th</sup> offense	does not escalate	on 10 <sup>th</sup> offense in 1 yr

None of these communities distinguish penalties based on the type of use (e.g., residential, commercial, institutional, etc.).

**Action Needed:** Discuss potential changes to the false alarm penalties.



Village of Hampshire  
 Budget Versus Actual Report Overview  
 Nine Months Ended January 31, 2023

<b>General Fund</b>						% of Budget	
<b>9 MONTHS ENDED</b>				<b>2022-2023</b>			
<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>DELTA \$</b>	<b>DELTA %</b>	<b>TOT BUDGET</b>			
Revenue	5,087,420	5,291,578	204,158	4%	6,389,066		83%
Expenditures/Expense	4,818,845	4,936,157	117,312	2%	6,388,925		77%
YTD Surplus/(Deficit)	268,575	355,421	86,846		141		
<b>Special Revenue Funds</b>						% of Budget	
<b>9 MONTHS ENDED</b>				<b>2022-2023</b>			
<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>DELTA \$</b>	<b>DELTA %</b>	<b>TOT BUDGET</b>			
Revenue	614,616	608,417	(6,199)	-1%	719,578		85%
Expenditures/Expense	378,633	199,377	(179,256)	-47%	439,472		45%
YTD Surplus/(Deficit)	235,983	409,040	173,057		280,106		
<b>Capital Project Funds</b>						% of Budget	
<b>9 MONTHS ENDED</b>				<b>2022-2023</b>			
<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>DELTA \$</b>	<b>DELTA %</b>	<b>TOT BUDGET</b>			
Revenue	972,346	1,143,013	170,667	18%	1,296,461		88%
Expenditures/Expense	1,326,008	1,213,928	(112,080)	-8%	1,426,527		85%
YTD Surplus/(Deficit)	(353,662)	(70,915)	282,747		(130,066)		
<b>Enterprise Funds</b>						% of Budget	
<b>9 MONTHS ENDED</b>				<b>2022-2023</b>			
<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>DELTA \$</b>	<b>DELTA %</b>	<b>TOT BUDGET</b>			
Revenue	3,981,343	3,220,696	(760,647)	-19%	5,308,455		61%
Expenditures/Expense	4,133,535	2,815,575	(1,317,960)	-32%	5,380,494		52%
YTD Surplus/(Deficit)	(152,192)	405,121	557,313		(72,039)		
<b>Total Village</b>						% of Budget	
<b>9 MONTHS ENDED</b>				<b>2022-2023</b>			
<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>DELTA \$</b>	<b>DELTA %</b>	<b>TOT BUDGET</b>			
Revenue	10,655,725	10,263,704	(392,021)	-4%	13,713,560		75%
Expenditures/Expense	10,657,021	9,165,037	(1,491,984)	-14%	13,635,418		67%
YTD Surplus/(Deficit)	(1,296)	1,098,667	1,099,963		78,142		



<b>Agency Funds</b>						% of Budget	
<b>9 MONTHS ENDED</b>				<b>2022-2023</b>			
<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>DELTA \$</b>	<b>DELTA %</b>	<b>TOT BUDGET</b>			
Revenue	1,144,328	1,176,343	32,015	3%	1,144,371		103%
Expenditures/Expense	274,480	265,172	(9,308)	-3%	1,199,961		22%
YTD Surplus/(Deficit)	869,848	911,171	41,323		(55,590)		

<b>Pension Trust Fund</b>						% of Budget	
<b>9 MONTHS ENDED</b>				<b>2022-2023</b>			
<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>DELTA \$</b>	<b>DELTA %</b>	<b>TOT BUDGET</b>			
Revenue	475,896	602,460	126,564	27%	634,528		95%
Expenditures/Expense	54,262	151,600	97,338	179%	72,349		210%
YTD Surplus/(Deficit)	421,634	450,860	29,226		562,179		

Village of Hampshire  
 Budget Versus Actual Report - General Fund Summary  
 Nine Months Ended January 31, 2023

	General Fund Revenues (01)				
	9 MONTHS ENDED				2022-2023
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
<b>GENERAL FUND REVENUE</b>					
Property Tax	1,182,481	1,192,047	9,566	1%	1,182,481
Intergovernmental	2,186,907	2,646,034	459,127	21%	2,915,876
Service Fees	63,375	62,130	(1,245)	-2%	84,500
Investment Income	1,500	32,220	30,720	2048%	2,000
Reimbursable	141,150	109,475	(31,675)	-22%	188,200
Licenses, Fines, Permits, Fees	253,305	441,222	187,917	74%	337,740
Grant Income	605,623	5,890	(599,733)	-99%	807,497
Other Income	260,625	357,694	97,069	37%	347,500
Transfers In	150,590	-	(150,590)	-100%	200,786
<b>TOTAL GENERAL FUND REVENUE</b>	<b>4,845,556</b>	<b>4,846,712</b>	<b>1,156</b>	<b>0%</b>	<b>6,066,580</b>

	General Fund Expenses (01)				
	9 MONTHS ENDED				2022-2023
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
<b>GENERAL FUND EXPENSE</b>					
<b>ADMINISTRATION</b>					
Personal Services	482,271	479,951	(2,320)	0%	643,028
Contractual Services	382,223	440,751	58,528	15%	509,631
Commodities	20,430	35,654	15,224	75%	27,240
Other Expenses	166,613	34,075	(132,538)	-80%	222,150
Capital Outlay	25,969	13,910	(12,059)	-46%	34,625
Transfers	405,083	-	(405,083)	-100%	540,111
<b>TOTAL ADMINISTRATION</b>	<b>1,482,589</b>	<b>1,004,341</b>	<b>(478,248)</b>	<b>-32%</b>	<b>1,976,785</b>

<b>POLICE</b>					
Personal Services	1,766,715	1,819,028	52,313	3%	2,355,620
Contractual Services	228,279	225,773	(2,506)	-1%	268,494
Commodities	59,813	56,589	(3,224)	-5%	79,750
Capital Outlay	83,634	202,975	119,341	143%	111,512
<b>TOTAL POLICE</b>	<b>2,138,441</b>	<b>2,304,365</b>	<b>165,924</b>	<b>8%</b>	<b>2,815,376</b>

<b>STREET DEPARTMENT</b>					
Personal Services	417,012	417,610	598	0%	556,016
Contractual Services	297,375	223,372	(74,003)	-25%	396,500
Commodities	68,775	54,377	(14,398)	-21%	91,700
Other Expenses	27,040	36,053	9,013	33%	36,053
Capital Outlay	135,473	329,018	193,545	143%	180,631
<b>TOTAL STREET DEPARTMENT</b>	<b>945,675</b>	<b>1,060,430</b>	<b>114,755</b>	<b>12%</b>	<b>1,260,900</b>

<b>PLANNING AND ZONING DEPARTMENT</b>					
Personal Services	1,695	1,227	(468)	-28%	2,260
<b>TOTAL PLANNING AND ZONING DEPT.</b>	<b>1,695</b>	<b>1,227</b>	<b>(468)</b>	<b>-28%</b>	<b>2,260</b>

<b>POLICE COMMISSION</b>					
Personal Services	969	969	-	0%	969
Contractual Services	7,575	4,950	(2,625)	-35%	10,100
Other Expenses	-	-	-	0%	-
Commodities	38	-	(38)	-100%	50
<b>TOTAL POLICE COMMISSION</b>	<b>8,582</b>	<b>5,919</b>	<b>(2,663)</b>	<b>-31%</b>	<b>11,119</b>

<b>SUB TOTAL GENERAL FUND EXPENSE</b>	<b>4,576,982</b>	<b>4,376,282</b>	<b>(200,700)</b>	<b>-4%</b>	<b>6,066,440</b>
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<b>SUB TOTAL YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>268,574</b>	<b>470,430</b>	<b>201,856</b>	<b>75%</b>	<b>140</b>
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<b>GENERAL FUND SUBFUNDS</b>	<b>1</b>	<b>(115,009)</b>	<b>(115,010)</b>	<b>-100%</b>	<b>1</b>
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<b>TOTAL YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>268,575</b>	<b>355,421</b>	<b>86,846</b>	<b>32%</b>	<b>141</b>
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Village of Hampshire  
 Budget Versus Actual Report - General Fund Subfunds  
 Nine Months Ended January 31, 2023

	School Impact Fees (60)					Library Impact Fees (61)				
	9 MONTHS ENDED				2022-2023	9 MONTHS ENDED				2022-2023
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
<b>REVENUE</b>										
Investment Income	4	110	106	2650%	5	15	319	304	2027%	20
Licenses, Fines, Permits, Fees	163,785	298,454	134,669	82%	218,381	9,844	21,525	11,681	119%	13,125
<b>TOTAL REVENUE</b>	<b>163,789</b>	<b>298,564</b>	<b>134,775</b>	<b>82%</b>	<b>218,386</b>	<b>9,859</b>	<b>21,844</b>	<b>11,985</b>	<b>122%</b>	<b>13,145</b>
<b>EXPENSE</b>										
Other Expenses	163,789	345,770	181,981	111%	218,386	9,859	10,687	828	8%	13,145
<b>TOTAL EXPENSE</b>	<b>163,789</b>	<b>345,770</b>	<b>181,981</b>	<b>111%</b>	<b>218,386</b>	<b>9,859</b>	<b>10,687</b>	<b>828</b>	<b>8%</b>	<b>13,145</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>-</b>	<b>(47,206)</b>	<b>(47,206)</b>	<b>-100%</b>	<b>-</b>	<b>-</b>	<b>11,157</b>	<b>11,157</b>	<b>100%</b>	<b>-</b>

	Parks Impact Fees (62)					Fire Impact Fees (63)				
	9 MONTHS ENDED				2022-2023	9 MONTHS ENDED				2022-2023
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
<b>REVENUE</b>										
Investment Income	4	18	14	350%	5	5	112	107	2140%	7
Licenses, Fines, Permits, Fees	14,889	27,133	12,244	82%	19,853	45,888	83,618	37,730	82%	61,184
<b>TOTAL REVENUE</b>	<b>14,893</b>	<b>27,151</b>	<b>12,258</b>	<b>82%</b>	<b>19,858</b>	<b>45,893</b>	<b>83,730</b>	<b>37,837</b>	<b>82%</b>	<b>61,191</b>
<b>EXPENSE</b>										
Other Expenses	14,893	32,260	17,367	117%	19,858	45,893	135,677	89,784	196%	61,191
<b>TOTAL EXPENSE</b>	<b>14,893</b>	<b>32,260</b>	<b>17,367</b>	<b>117%</b>	<b>19,858</b>	<b>45,893</b>	<b>135,677</b>	<b>89,784</b>	<b>196%</b>	<b>61,191</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>-</b>	<b>(5,109)</b>	<b>(5,109)</b>	<b>-100%</b>	<b>-</b>	<b>-</b>	<b>(51,947)</b>	<b>(51,947)</b>	<b>-100%</b>	<b>-</b>

	Cemetery Impact Fees (66)					Township Impact Fees (67)				
	9 MONTHS ENDED				2022-2023	9 MONTHS ENDED				2022-2023
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
<b>REVENUE</b>										
Investment Income	4	45	41	1025%	5	1	2	1	100%	1
Licenses, Fines, Permits, Fees	2,250	4,100	1,850	82%	3,000	5,175	9,430	4,255	82%	6,900
<b>TOTAL REVENUE</b>	<b>2,254</b>	<b>4,145</b>	<b>1,891</b>	<b>84%</b>	<b>3,005</b>	<b>5,176</b>	<b>9,432</b>	<b>4,256</b>	<b>82%</b>	<b>6,901</b>
<b>EXPENSE</b>										
Other Expenses	2,254	24,556	22,302	989%	3,005	5,175	10,925	5,750	111%	6,900
<b>TOTAL EXPENSE</b>	<b>2,254</b>	<b>24,556</b>	<b>22,302</b>	<b>989%</b>	<b>3,005</b>	<b>5,175</b>	<b>10,925</b>	<b>5,750</b>	<b>111%</b>	<b>6,900</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>-</b>	<b>(20,411)</b>	<b>(20,411)</b>	<b>100%</b>	<b>-</b>	<b>1</b>	<b>(1,493)</b>	<b>(1,494)</b>	<b>-100%</b>	<b>1</b>

	Total General Fund Subfunds				
	9 MONTHS ENDED				2022-2023
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
<b>REVENUE</b>					
Investment Income	33	606	573	1736%	43
Licenses, Fines, Permits, Fees	241,831	444,260	202,429	84%	322,443
<b>TOTAL REVENUE</b>	<b>241,864</b>	<b>444,866</b>	<b>203,002</b>	<b>84%</b>	<b>322,486</b>
<b>EXPENSE</b>					
Other Expenses	241,863	559,875	318,012	131%	322,485
<b>TOTAL EXPENSE</b>	<b>241,863</b>	<b>559,875</b>	<b>318,012</b>	<b>131%</b>	<b>322,485</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>1</b>	<b>(115,009)</b>	<b>(115,010)</b>	<b>-100%</b>	<b>1</b>

Village of Hampshire  
 Budget Versus Actual Report - Special Revenue Fund Summary  
 Nine Months Ended January 31, 2023

	Tax Increment Financing (05)					Hotel/Motel Tax (07)				
	9 MONTHS ENDED		2022-2023			9 MONTHS ENDED		2022-2023		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
<b>REVENUE</b>										
Property Tax	126,062	126,044	(18)	0%	126,062	-	-	-	0%	-
Intergovernmental	-	-	-	0%	-	-	-	-	0%	-
Investment Income	8	213	205	2563%	10	4	94	90	2250%	5
Licenses, Fines, Permits, Fees	-	-	-	0%	-	18,000	20,073	2,073	12%	24,000
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	18,750	-	(18,750)	-100%	25,000	-	-	-	0%	-
<b>TOTAL REVENUE</b>	<b>144,820</b>	<b>126,257</b>	<b>(18,563)</b>	<b>-13%</b>	<b>151,072</b>	<b>18,004</b>	<b>20,167</b>	<b>2,163</b>	<b>12%</b>	<b>24,005</b>
<b>EXPENSE</b>										
Contractual Services	1,875	1,469	(406)	-22%	2,500	19,000	19,000	-	0%	19,000
Commodities	-	-	-	0%	-	-	-	-	0%	-
Other Expenses	45,537	60,716	15,179	33%	60,716	4,500	6,000	1,500	33%	6,000
<b>TOTAL EXPENSE</b>	<b>47,412</b>	<b>62,185</b>	<b>14,773</b>	<b>31%</b>	<b>63,216</b>	<b>23,500</b>	<b>25,000</b>	<b>1,500</b>	<b>6%</b>	<b>25,000</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>97,408</b>	<b>64,072</b>	<b>(33,336)</b>	<b>-34%</b>	<b>87,856</b>	<b>(5,496)</b>	<b>(4,833)</b>	<b>663</b>	<b>-12%</b>	<b>(995)</b>

	Road and Bridge (10)					Motor Fuel Tax (15)				
	9 MONTHS ENDED		2022-2023			9 MONTHS ENDED		2022-2023		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
<b>REVENUE</b>										
Property Tax	121,626	122,365	739	1%	121,626	-	-	-	0%	-
Intergovernmental	-	5,276	5,276	100%	-	232,172	203,498	(28,674)	-12%	309,563
Investment Income	4	359	355	8875%	5	113	18,706	18,593	16454%	150
Licenses, Fines, Permits, Fees	-	-	-	0%	-	-	-	-	0%	-
Grant Income	-	-	-	0%	-	45,828	61,104	15,276	33%	61,104
<b>TOTAL REVENUE</b>	<b>121,630</b>	<b>128,000</b>	<b>6,370</b>	<b>5%</b>	<b>121,631</b>	<b>278,113</b>	<b>283,308</b>	<b>5,195</b>	<b>2%</b>	<b>370,817</b>
<b>EXPENSE</b>										
Contractual Services	154,850	8,370	(146,480)	-95%	154,850	-	-	-	0%	-
Commodities	-	-	-	0%	-	112,302	49,046	(63,256)	-56%	149,736
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
<b>TOTAL EXPENSE</b>	<b>154,850</b>	<b>8,370</b>	<b>(146,480)</b>	<b>-95%</b>	<b>154,850</b>	<b>112,302</b>	<b>49,046</b>	<b>(63,256)</b>	<b>-56%</b>	<b>149,736</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>(33,220)</b>	<b>119,630</b>	<b>152,850</b>	<b>-460%</b>	<b>(33,219)</b>	<b>165,811</b>	<b>234,262</b>	<b>68,451</b>	<b>41%</b>	<b>221,081</b>

	SSA #2-26 (52)					Total Special Revenue Funds				
	9 MONTHS ENDED		2022-2023			9 MONTHS ENDED		2022-2023		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
<b>REVENUE</b>										
Property Tax	52,038	50,511	(1,527)	-3%	52,038	299,726	298,920	(806)	0%	299,726
Intergovernmental	-	-	-	0%	-	232,172	208,774	(23,398)	-10%	309,563
Investment Income	11	174	163	1482%	15	140	19,546	19,406	13861%	185
Licenses, Fines, Permits, Fees	-	-	-	0%	-	18,000	20,073	2,073	12%	24,000
Grant Income	-	-	-	0%	-	45,828	61,104	15,276	33%	61,104
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	-	-	-	0%	-	18,750	-	(18,750)	-100%	25,000
<b>TOTAL REVENUE</b>	<b>52,049</b>	<b>50,685</b>	<b>(1,364)</b>	<b>-3%</b>	<b>52,053</b>	<b>614,616</b>	<b>608,417</b>	<b>(6,199)</b>	<b>-1%</b>	<b>719,578</b>
<b>EXPENSE</b>										
Personal Services	22,268	13,212	(9,056)	-41%	22,268	22,268	13,212	(9,056)	-41%	22,268
Contractual Services	-	-	-	0%	-	175,725	28,839	(146,886)	-84%	176,350
Commodities	-	-	-	0%	-	112,302	49,046	(63,256)	-56%	149,736
Other Expenses	18,301	41,564	23,263	127%	24,402	68,338	108,280	39,942	58%	91,118
<b>TOTAL EXPENSE</b>	<b>40,569</b>	<b>54,776</b>	<b>14,207</b>	<b>35%</b>	<b>46,670</b>	<b>378,633</b>	<b>199,377</b>	<b>(179,256)</b>	<b>-47%</b>	<b>439,472</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>11,480</b>	<b>(4,091)</b>	<b>(15,571)</b>	<b>-136%</b>	<b>5,383</b>	<b>235,983</b>	<b>409,040</b>	<b>173,057</b>	<b>73%</b>	<b>280,106</b>

Village of Hampshire  
 Budget Versus Actual Report - Capital Project Fund Summary  
 Nine Months Ended January 31, 2023

	Equipment Replacement (03)					Capital Improvement (04)				
	9 MONTHS ENDED		DELTA \$	DELTA %	2022-2023 TOT BUDGET	9 MONTHS ENDED		DELTA \$	DELTA %	2022-2023 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
<b>REVENUE</b>										
Investment Income	11	195	184	1673%	15	4	71	67	1675%	5
Licenses, Fines, Permits, Fees	-	-	-	0%	-	-	-	-	0%	-
Grant Income	-	-	-	0%	-	842,431	904,093	61,662	7%	1,123,241
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	22,500	-	(22,500)	-100%	30,000	-	-	-	0%	-
<b>TOTAL REVENUE</b>	<b>22,511</b>	<b>195</b>	<b>(22,316)</b>	<b>-99%</b>	<b>30,015</b>	<b>842,435</b>	<b>904,164</b>	<b>61,729</b>	<b>7%</b>	<b>1,123,246</b>

<b>EXPENSE</b>										
Contractual Services	-	-	-	0%	-	74,469	7,512	(66,957)	-90%	99,291
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	105,000	38,550	(66,450)	-63%	140,000	1,024,450	1,167,866	143,416	14%	1,024,450
Transfer to General Fund	-	-	-	0%	-	-	-	-	0%	-
<b>TOTAL EXPENSE</b>	<b>105,000</b>	<b>38,550</b>	<b>(66,450)</b>	<b>-63%</b>	<b>140,000</b>	<b>1,098,919</b>	<b>1,175,378</b>	<b>76,459</b>	<b>7%</b>	<b>1,123,741</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>(82,489)</b>	<b>(38,355)</b>	<b>44,134</b>	<b>-54%</b>	<b>(109,985)</b>	<b>(256,484)</b>	<b>(271,214)</b>	<b>(14,730)</b>	<b>6%</b>	<b>(495)</b>

	Public Use Fees (06)					Capital Projects/Debt Service (33)				
	9 MONTHS ENDED		DELTA \$	DELTA %	2022-2023 TOT BUDGET	9 MONTHS ENDED		DELTA \$	DELTA %	2022-2023 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
<b>REVENUE</b>										
Investment Income	15	2,559	2,544	16960%	20	-	396	396	100%	-
Licenses, Fines, Permits, Fees	32,040	94,874	62,834	196%	42,720	-	-	-	0%	-
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	-	-	-	0%	-	-	-	-	0%	-
<b>TOTAL REVENUE</b>	<b>32,055</b>	<b>97,433</b>	<b>65,378</b>	<b>204%</b>	<b>42,740</b>	<b>-</b>	<b>396</b>	<b>396</b>	<b>100%</b>	<b>-</b>

<b>EXPENSE</b>										
Contractual Services	-	-	-	0%	-	-	-	-	0%	-
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	-	-	-	0%	-	-	-	-	0%	-
Transfers Out	18,750	-	(18,750)	-100%	25,000	-	-	-	0%	-
<b>TOTAL EXPENSE</b>	<b>18,750</b>	<b>-</b>	<b>(18,750)</b>	<b>-100%</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>-</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>13,305</b>	<b>97,433</b>	<b>84,128</b>	<b>632%</b>	<b>17,740</b>	<b>-</b>	<b>396</b>	<b>396</b>	<b>100%</b>	<b>-</b>

	Transportation Impact Fees (64)					Early Warning (65)				
	9 MONTHS ENDED		DELTA \$	DELTA %	2022-2023 TOT BUDGET	9 MONTHS ENDED		DELTA \$	DELTA %	2022-2023 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
<b>REVENUE</b>										
Investment Income	-	-	-	0%	-	-	-	-	0%	-
Licenses, Fines, Permits, Fees	73,620	134,152	60,532	82%	98,160	1,725	3,143	1,418	82%	2,300
Other Income	-	3,530	3,530	100%	-	-	-	-	0%	-
<b>TOTAL REVENUE</b>	<b>73,620</b>	<b>137,682</b>	<b>64,062</b>	<b>87%</b>	<b>98,160</b>	<b>1,725</b>	<b>3,143</b>	<b>1,418</b>	<b>82%</b>	<b>2,300</b>

<b>EXPENSE</b>										
Contractual Services	-	-	-	0%	-	-	-	-	0%	-
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	-	-	-	0%	-	-	-	-	0%	-
Transfer to General	103,339	-	(103,339)	-100%	137,786	-	-	-	0%	-
<b>TOTAL EXPENSE</b>	<b>103,339</b>	<b>-</b>	<b>(103,339)</b>	<b>-100%</b>	<b>137,786</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>-</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>(29,719)</b>	<b>137,682</b>	<b>167,401</b>	<b>-563%</b>	<b>(39,626)</b>	<b>1,725</b>	<b>3,143</b>	<b>1,418</b>	<b>82%</b>	<b>2,300</b>

	Capital Improvement (70)					Total Capital Project Funds				
	9 MONTHS ENDED		DELTA \$	DELTA %	2022-2023 TOT BUDGET	9 MONTHS ENDED		DELTA \$	DELTA %	2022-2023 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
<b>REVENUE</b>										
Investment Income	-	-	-	0%	-	30	3,221	3,191	10637%	40
Licenses, Fines, Permits, Fees	-	-	-	0%	-	107,385	232,169	124,784	116%	143,180
Grant Income	-	-	-	0%	-	842,431	904,093	61,662	7%	1,123,241
Other Income	-	-	-	0%	-	-	3,530	3,530	100%	-
Transfers	-	-	-	0%	-	22,500	-	(22,500)	-100%	30,000
<b>TOTAL REVENUE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>-</b>	<b>972,346</b>	<b>1,143,013</b>	<b>170,667</b>	<b>18%</b>	<b>1,296,461</b>

<b>EXPENSE</b>										
Contractual Services	-	-	-	0%	-	74,469	7,512	(66,957)	-90%	99,291
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	-	-	-	0%	-	1,129,450	1,206,416	76,966	7%	1,164,450
Transfers	-	-	-	0%	-	122,089	-	(122,089)	-100%	162,786
<b>TOTAL EXPENSE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>-</b>	<b>1,326,008</b>	<b>1,213,928</b>	<b>(112,080)</b>	<b>-8%</b>	<b>1,426,527</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>-</b>	<b>(353,662)</b>	<b>(70,915)</b>	<b>282,747</b>	<b>-80%</b>	<b>(130,066)</b>

Village of Hampshire  
 Budget Versus Actual Report - Enterprise Fund Summary  
 Nine Months Ended January 31, 2023

	ARRA Loan Debt Serv Fund (28)					Garbage (29)				
	9 MONTHS ENDED				2022-2023 TOT BUDGET	9 MONTHS ENDED				2022-2023 TOT BUDGET
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %		YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	
<b>REVENUE</b>										
Service Fees	265,270	258,823	(6,447)	-2%	353,693	508,200	473,793	(34,407)	-7%	677,600
Investment Income	-	-	-	0%	-	-	-	-	0%	-
Licenses, Fines, Permits, Fees	3,001	3,463	462	15%	4,001	7,753	6,786	(967)	-12%	10,337
Other Income	-	-	-	0%	-	-	-	-	0%	-
<b>TOTAL REVENUE</b>	<b>268,271</b>	<b>262,286</b>	<b>(5,985)</b>	<b>-2%</b>	<b>357,694</b>	<b>515,953</b>	<b>480,579</b>	<b>(35,374)</b>	<b>-7%</b>	<b>687,937</b>
<b>EXPENSE</b>										
Personal Services	-	-	-	0%	-	-	-	-	0%	-
Contractual Services	-	-	-	0%	-	490,050	486,949	(3,101)	-1%	653,400
Commodities	-	-	-	0%	-	-	43	43	100%	-
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	-	-	-	0%	-	-	-	-	0%	-
Transfers	342,975	-	(342,975)	-100%	457,300	8,850	8,850	-	0%	11,800
<b>TOTAL EXPENSE</b>	<b>342,975</b>	<b>-</b>	<b>(342,975)</b>	<b>-100%</b>	<b>457,300</b>	<b>498,900</b>	<b>495,842</b>	<b>(3,058)</b>	<b>-1%</b>	<b>665,200</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>(74,704)</b>	<b>262,286</b>	<b>336,990</b>	<b>-451%</b>	<b>(99,606)</b>	<b>17,053</b>	<b>(15,263)</b>	<b>(32,316)</b>	<b>-190%</b>	<b>22,737</b>

	Water (30)					Sewer (31)				
	9 MONTHS ENDED				2022-2023 TOT BUDGET	9 MONTHS ENDED				2022-2023 TOT BUDGET
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %		YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	
<b>REVENUE</b>										
Service Fees	868,378	778,610	(89,768)	-10%	1,157,837	1,063,841	967,659	(96,182)	-9%	1,418,454
Investment Income	-	-	-	0%	-	-	-	-	0%	-
Licenses, Fines, Permits, Fees	31,839	46,265	14,426	45%	42,452	59,081	9,981	(49,100)	-83%	78,775
Other Income	130,500	144	(130,356)	-100%	174,000	-	-	-	0%	-
Transfers	-	-	-	0%	-	-	-	-	0%	-
<b>TOTAL REVENUE</b>	<b>1,030,717</b>	<b>825,019</b>	<b>(205,698)</b>	<b>-20%</b>	<b>1,374,289</b>	<b>1,122,922</b>	<b>977,640</b>	<b>(145,282)</b>	<b>-13%</b>	<b>1,497,229</b>
<b>EXPENSE</b>										
Personal Services	169,259	154,937	(14,322)	-8%	225,678	195,090	187,433	(7,657)	-4%	260,120
Contractual Services	558,658	412,699	(145,959)	-26%	744,877	525,131	283,629	(241,502)	-46%	700,175
Commodities	118,511	88,057	(30,454)	-26%	158,015	49,875	56,195	6,320	13%	66,500
Other Expenses	101,240	82,489	(18,751)	-19%	107,490	347,664	310,164	(37,500)	-11%	360,164
Capital Outlay	75,375	40,681	(34,694)	-46%	100,500	55,988	17,747	(38,241)	-68%	74,650
Transfers	28,125	26,640	(1,485)	-5%	37,500	26,640	26,640	-	0%	35,520
<b>TOTAL EXPENSE</b>	<b>1,051,168</b>	<b>805,503</b>	<b>(245,665)</b>	<b>-23%</b>	<b>1,374,060</b>	<b>1,200,388</b>	<b>881,808</b>	<b>(318,580)</b>	<b>-27%</b>	<b>1,497,129</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>(20,451)</b>	<b>19,516</b>	<b>39,967</b>	<b>-195%</b>	<b>229</b>	<b>(77,466)</b>	<b>95,832</b>	<b>173,298</b>	<b>-224%</b>	<b>100</b>

	Water Construction (34)					Total Enterprise Funds				
	9 MONTHS ENDED				2022-2023 TOT BUDGET	9 MONTHS ENDED				2022-2023 TOT BUDGET
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %		YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	
<b>REVENUE</b>										
Service Fees	141,000	-	(141,000)	-100%	188,000	2,846,689	2,478,885	(367,804)	-13%	3,795,584
Investment Income	1	1,087	1,086	100%	1	1	1,087	1,086	100%	1
Licenses, Fines, Permits, Fees	3,375	1,400	(1,975)	-59%	4,500	105,049	67,895	(37,154)	-35%	140,065
Other Income	-	-	-	0%	-	130,500	144	(130,356)	-100%	174,000
Grant Income	899,104	672,685	(226,419)	-25%	1,198,805	899,104	672,685	(226,419)	-25%	1,198,805
Transfers	-	-	-	0%	-	-	-	-	0%	-
<b>TOTAL REVENUE</b>	<b>1,043,480</b>	<b>675,172</b>	<b>(368,308)</b>	<b>-35%</b>	<b>1,391,306</b>	<b>3,981,343</b>	<b>3,220,696</b>	<b>(760,647)</b>	<b>-19%</b>	<b>5,308,455</b>
<b>EXPENSE</b>										
Personal Services	-	-	-	0%	-	364,349	342,370	(21,979)	-6%	485,798
Contractual Services	1,040,104	632,422	(407,682)	-39%	1,386,805	2,613,943	1,815,699	(798,244)	-31%	3,485,257
Commodities	-	-	-	0%	-	168,386	144,295	(24,091)	-14%	224,515
Other Expenses	-	-	-	0%	-	448,904	392,653	(56,251)	-13%	467,654
Capital Outlay	-	-	-	0%	-	131,363	58,428	(72,935)	-56%	175,150
Transfers	-	-	-	0%	-	351,825	8,850	(342,975)	-97%	469,100
Bond Issuance and Escrow Agent Costs	-	-	-	0%	-	54,765	53,280	(1,485)	-3%	73,020
<b>TOTAL EXPENSE</b>	<b>1,040,104</b>	<b>632,422</b>	<b>(407,682)</b>	<b>-39%</b>	<b>1,386,805</b>	<b>4,133,535</b>	<b>2,815,575</b>	<b>(1,317,960)</b>	<b>-32%</b>	<b>5,380,494</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>3,376</b>	<b>42,750</b>	<b>39,374</b>	<b>1166%</b>	<b>4,501</b>	<b>(152,192)</b>	<b>405,121</b>	<b>557,313</b>	<b>-366%</b>	<b>(72,039)</b>

Village of Hampshire  
 Budget Versus Actual Report - Agency Fund Summary  
 Nine Months Ended January 31, 2023

	SSA#14 B&I (43)					SSA#13 B&I (45)				
	9 MONTHS ENDED		DELTA \$	DELTA %	2022-2023 TOT BUDGET	9 MONTHS ENDED		DELTA \$	DELTA %	2022-2023 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
<b>REVENUE</b>										
Property Tax	782,156	782,161	5	0%	782,156	362,040	362,043	3	0%	362,040
Investment Income	38	20,937	20,899	54997%	50	94	11,202	11,108	11817%	125
Licenses, Fines, Permits, Fees	-	-	-	0%	-	-	-	-	0%	-
Other Income	-	-	-	0%	-	-	-	-	0%	-
<b>TOTAL REVENUE</b>	<b>782,194</b>	<b>803,098</b>	<b>20,904</b>	<b>3%</b>	<b>782,206</b>	<b>362,134</b>	<b>373,245</b>	<b>11,111</b>	<b>3%</b>	<b>362,165</b>
<b>EXPENSE</b>										
Other Expenses	184,969	180,161	(4,808)	-3%	820,938	89,511	85,011	(4,500)	-5%	379,023
<b>TOTAL EXPENSE</b>	<b>184,969</b>	<b>180,161</b>	<b>(4,808)</b>	<b>-3%</b>	<b>820,938</b>	<b>89,511</b>	<b>85,011</b>	<b>(4,500)</b>	<b>-5%</b>	<b>379,023</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>597,225</b>	<b>622,937</b>	<b>25,712</b>	<b>4%</b>	<b>(38,732)</b>	<b>272,623</b>	<b>288,234</b>	<b>15,611</b>	<b>6%</b>	<b>(16,858)</b>

	Total Agency Funds				
	9 MONTHS ENDED		DELTA \$	DELTA %	2022-2023 TOT BUDGET
	YTD BUDGET	YTD ACTUAL			
<b>REVENUE</b>					
Property Tax	1,144,196	1,144,204	8	0%	1,144,196
Investment Income	132	32,139	32,007	24248%	175
Licenses, Fines, Permits, Fees	-	-	-	0%	-
<b>TOTAL REVENUE</b>	<b>1,144,328</b>	<b>1,176,343</b>	<b>32,015</b>	<b>3%</b>	<b>1,144,371</b>
<b>EXPENSE</b>					
Other Expenses	274,480	265,172	(9,308)	-3%	1,199,961
<b>TOTAL EXPENSE</b>	<b>274,480</b>	<b>265,172</b>	<b>(9,308)</b>	<b>-3%</b>	<b>1,199,961</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>869,848</b>	<b>911,171</b>	<b>41,323</b>	<b>5%</b>	<b>(55,590)</b>







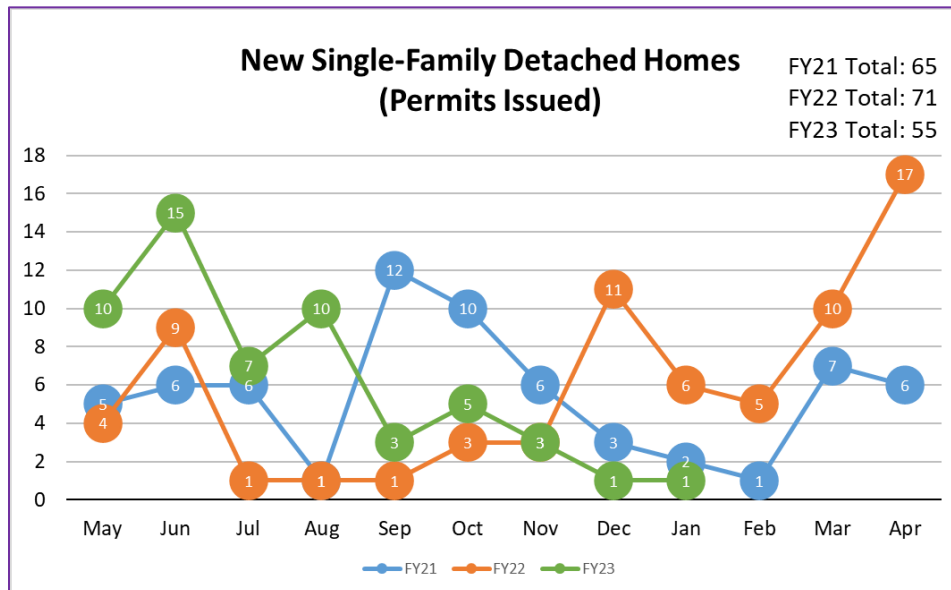
Village of Hampshire  
 234 S. State Street, Hampshire IL 60140  
 Phone: 847-683-2181      www.hampshireil.org

## Agenda Supplement

**TO: President Reid; Board of Trustees**  
**FROM: Josh Wray, Assistant to the Village Manager**  
**FOR: Village Board Meeting on February 2, 2023**  
**RE: Building Report - January 2023**

<b>Building Performance Metrics</b>	<u>Jan.</u>	<u>FY23 Mo. Avg.</u>	<u>FY23 Total</u>
• No. of permits issued	19	49.4	445
• No. of new SFD homes permitted	1	6.1	55
• No. of townhome units permitted	0	4	24
• Avg. plan review time	1.6 days	2.1 days	n/a
• No. of inspections	238	331	2,978
• Permit fees collected	\$25,275	\$25,863	\$232,765
• Other Village fees collected	\$9,266	\$37,540	\$337,864

<b>Code Enforcement Performance Metrics</b>	<u>Jan.</u>	<u>FY23 Mo. Avg.</u>	<u>FY23 Total</u>
• No. of complaints	1	1	9
• No. of new cases	0	1	8
• No. of active cases	5	7.2	n/a



# VILLAGE OF HAMPSHIRE

Accounts Payable

**March 2, 2023**

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

**Total: \$111,605.41**

To be paid on or before  
March 8, 2023

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

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

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

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

DATE: 02/24/23  
 TIME: 12:34:48  
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/31/2023

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
A.S.A.P. A.S.A.P. GARAGE DOOR REPAIR								
129688	02/02/23	01	REAR DOOR	010020024100			03/02/23	520.00
							INVOICE TOTAL:	520.00
							VENDOR TOTAL:	520.00
AGRE AGRECOL LLC								
0047513-IN	02/20/23	01	SSA POND SEED	520010024999			03/22/23	10,960.00
							INVOICE TOTAL:	10,960.00
							VENDOR TOTAL:	10,960.00
AMBU AMAZON CAPITAL SERVICES								
1TGF-YGWW-D9VN	02/18/23	01	IMPACT WRENCH	010030034670			03/20/23	641.17
							INVOICE TOTAL:	641.17
1YHL-4XKH-3CMM	02/22/23	01	SURGE PROTECTORS & FLOOR GRIPS	010010034650			03/24/23	64.97
							INVOICE TOTAL:	64.97
							VENDOR TOTAL:	706.14
B&KPO B & K POWER EQUIPMENT INC.								
113921	02/10/23	01	CHAINSAW BAR	010030034680			03/10/23	49.99
							INVOICE TOTAL:	49.99
							VENDOR TOTAL:	49.99
BFC BFC								
560525	02/10/23	01	WINDOW ENVELOPES	010010034650			03/10/23	195.66
							INVOICE TOTAL:	195.66
							VENDOR TOTAL:	195.66
BPCI BENEFIT PLANNING CONSULTANTS,								
BPCI00302528	02/14/23	01	MONTHLY FLEX AND COBRA	010010024380			03/23/23	118.75
							INVOICE TOTAL:	118.75
							VENDOR TOTAL:	118.75

DATE: 02/24/23  
 TIME: 12:34:48  
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
-----								
COCA	COMCAST							
020123	02/01/23	01	PD INTERNET	010020024230			03/01/23	199.90
							INVOICE TOTAL:	199.90
							VENDOR TOTAL:	199.90
COMA	CORE & MAIN LP							
R697889	02/13/23	01	HYDRANTS	300010054980			03/13/23	22,125.92
							INVOICE TOTAL:	22,125.92
S322579	02/14/23	01	METER TEST	300010054960			03/14/23	118.22
							INVOICE TOTAL:	118.22
							VENDOR TOTAL:	22,244.14
COMBU	COMCAST							
165655344	02/01/23	01	FEB SERVICE	010010024230			03/01/23	152.25
							INVOICE TOTAL:	152.25
							VENDOR TOTAL:	152.25
COMED	COMED							
1578018033 - 020723	02/07/23	01	1578018033	010030024260			03/27/23	1,665.58
							INVOICE TOTAL:	1,665.58
							VENDOR TOTAL:	1,665.58
DYEN	DYNEGY ENERGY SERVICES							
020923	02/09/23	01	386293523021	010030024260			04/11/23	22.40
		02	386293223021	010030024260				85.53
		03	386293823021	010030024260				46.39
		04	386293623021	010030024260				34.68
		05	386293023021	010030024260				7.80
		06	386299723021	310010024260				115.27
		07	386300523021	300010024260				646.52

DATE: 02/24/23  
 TIME: 12:34:48  
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
-----								
DYEN	DYNEGY ENERGY SERVICES							
020923	02/09/23	08	386300123021	300010024260			04/11/23	39.71
		09	386293723021	300010024260				50.00
		10	386300223021	300010024260				230.35
		11	386299623021	310010024260				233.07
		12	386300323021	310010024260				190.45
		13	386299523021	300010024260				30.94
		14	386293423021	300010024260				67.75
		15	386299923021	300010024260				34.36
		16	386300023021	300010024260				86.50
		17	386299823021	310010024260				50.19
							INVOICE TOTAL:	1,971.91
							VENDOR TOTAL:	1,971.91
ENFM	ENTERPRISE FM TRUST							
FBN4675088	02/05/23	01	FEB 2023 PD LEASE	010020054940			02/20/23	1,855.68
							INVOICE TOTAL:	1,855.68
							VENDOR TOTAL:	1,855.68
FBINA AI	FBI NATIONAL ACADEMY							
022423	02/24/23	01	ACTIVE MEMBER DUES	010020024430			03/24/23	60.00
							INVOICE TOTAL:	60.00
							VENDOR TOTAL:	60.00
GOUS	GOVHR USA LLC							
3-02-23-089	02/21/23	01	RECRUIT (3/3) & ADVERTISE	010010024380			03/23/23	4,807.17
							INVOICE TOTAL:	4,807.17
							VENDOR TOTAL:	4,807.17
HAAUPA	HAMPSHIRE AUTO PARTS							
646404	02/08/23	01	BRAKES	010030024110			03/08/23	209.99
							INVOICE TOTAL:	209.99

DATE: 02/24/23  
 TIME: 12:34:48  
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/31/2023

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
-----								
HAAUPA	HAMPSHIRE AUTO PARTS							
646495	02/09/23	01	CREDIT INV 582585/455146	010030024110			02/09/23	-160.31
							INVOICE TOTAL:	-160.31
646517	02/09/23	01	AIR FILTER	010030024110			03/09/23	36.98
							INVOICE TOTAL:	36.98
646980	02/15/23	01	SHOP SUPPLIES	010030034680			03/15/23	125.44
							INVOICE TOTAL:	125.44
647071	02/16/23	01	VEHICLE WASH	010030034670			03/16/23	10.99
							INVOICE TOTAL:	10.99
647173	02/17/23	01	SOCKET	010030034680			03/17/23	9.90
							INVOICE TOTAL:	9.90
							VENDOR TOTAL:	232.99
HAIN	HAWKINS, INC.							
6403137	02/15/23	01	DWTP CHEMICALS	300010034680			04/01/23	120.00
							INVOICE TOTAL:	120.00
							VENDOR TOTAL:	120.00
JADA	JANACE DAVIS							
021723	02/17/23	01	REFUND UTILITY OVERPAYMENT	300000002200			03/17/23	356.52
							INVOICE TOTAL:	356.52
							VENDOR TOTAL:	356.52
KCCC	JEFFREY R KEEGAN							
022323	02/23/23	01	VH CLEANING	010010024380			02/23/23	160.00
		02	PD CLEANING	010020024380				240.00
							INVOICE TOTAL:	400.00
							VENDOR TOTAL:	400.00

DATE: 02/24/23  
 TIME: 12:34:48  
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/31/2023

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
KONICA KONICA MINOLTA PREMIER FINANCE								
5023940297	02/15/23	01	PD COPIER	010020024340			04/02/23	186.92
							INVOICE TOTAL:	186.92
							VENDOR TOTAL:	186.92
LENE LEXISNEXIS RISK SOLUTION								
1581041-20230131	01/31/23	01	DATA ANALYTICS	010020024380			03/02/23	319.30
							INVOICE TOTAL:	319.30
							VENDOR TOTAL:	319.30
MENA MENARDS - SYCAMORE								
84802	02/09/23	01	SHOP SUPPLIES	010030034670			03/09/23	176.26
							INVOICE TOTAL:	176.26
							VENDOR TOTAL:	176.26
MIAM MIDAMERICAN ENERGY SERVICES								
020923	02/09/23	01	455525	300010024260			04/10/23	5,621.94
		02	455526	300010024260				2,173.55
		03	455570	300010024260				471.48
		04	455571	310010024260				5,286.01
							INVOICE TOTAL:	13,552.98
							VENDOR TOTAL:	13,552.98
MOSO MOTOROLA SOLUTIONS, INC.								
7152720230103	02/01/23	01	STARCOM21 NETWORK	010020024380			03/01/23	528.00
							INVOICE TOTAL:	528.00
							VENDOR TOTAL:	528.00
NICOR NICOR								
020723	02/07/23	01	19-61-05-1000 0	310010024260			03/27/23	49.55

DATE: 02/24/23  
 TIME: 12:34:48  
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/31/2023

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
-----								
NICOR	NICOR							
020723	02/07/23	02	87-56-68-1000 5	310010024260			03/27/23	8,378.43
		03	66-55-16-4647 5	300010024260				164.29
		04	96-71-05-6761 9	310010024260				50.49
								INVOICE TOTAL: 8,642.76
								VENDOR TOTAL: 8,642.76
PARA	PARAMGURU 9 LLC							
ER012323	01/15/23	01	FACADE PROGRAM REIMBURSEMENT	010010024383			01/15/23	20,321.25
								INVOICE TOTAL: 20,321.25
								VENDOR TOTAL: 20,321.25
PASS	PASSARELLI LAW LLC							
637	02/11/23	01	PD LGL SERVICES FOR JAN 23	010020024370			03/11/23	2,550.00
								INVOICE TOTAL: 2,550.00
								VENDOR TOTAL: 2,550.00
QUCO	QUILL LLC							
30349216	01/23/23	01	TONER CARTRIDGES/PAPER TOWELS	310010034650			02/22/23	614.45
								INVOICE TOTAL: 614.45
30392405	01/25/23	01	OUTDOOR US FLAG	310010034650			02/24/23	75.18
								INVOICE TOTAL: 75.18
								VENDOR TOTAL: 689.63
RAOH	RAY O'HERRON CO., INC.							
2252533	02/16/23	01	UNIFORM	010020034690			03/16/23	289.01
								INVOICE TOTAL: 289.01
2252809	02/17/23	01	UNIFORM	010020034690			03/17/23	71.96
								INVOICE TOTAL: 71.96
								VENDOR TOTAL: 360.97



DATE: 02/24/23  
 TIME: 12:34:48  
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
-----								
RKQUSE	RK QUALITY SERVICES							
22896	02/13/23	01	BRAKES	010020024110			03/13/23	670.92
							INVOICE TOTAL:	670.92
22922	02/14/23	01	OIL CHANGE	010020024110			03/14/23	60.29
							INVOICE TOTAL:	60.29
22967	02/20/23	01	OIL CHANGE	010020024110			03/20/23	52.04
							INVOICE TOTAL:	52.04
							VENDOR TOTAL:	783.25
RUTC	INTERSTATE BILLING SERVICE							
3031399347	02/20/23	01	EXHAUST CLAMP	010030024110			03/20/23	107.80
							INVOICE TOTAL:	107.80
							VENDOR TOTAL:	107.80
SCH	SCH COMMERCIAL INVESTMENTS LLC							
ER022423	02/24/23	01	PD LEASE AND BUILDOUT	010020024280			03/01/23	6,178.25
							INVOICE TOTAL:	6,178.25
							VENDOR TOTAL:	6,178.25
STAPLES	STAPLES							
3530310770	02/09/23	01	TOWELS	010030034650			03/09/23	98.10
							INVOICE TOTAL:	98.10
							VENDOR TOTAL:	98.10
STWL	STANLEY M. WLODKOWSKI							
021723	02/17/23	01	REFUND FOR PARKING CITATION	010007003400			03/17/23	35.00
							INVOICE TOTAL:	35.00
							VENDOR TOTAL:	35.00
TEK	TEKLAB, INC							

DATE: 02/24/23  
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 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
-----								
TEK	TEKLAB, INC							
283853	02/08/23	01	SLUDGE	310010024380			03/10/23	973.04
							INVOICE TOTAL:	973.04
283856	02/08/23	01	MONTHLY NPDES TESTING	310010024380			03/10/23	512.16
							INVOICE TOTAL:	512.16
							VENDOR TOTAL:	1,485.20
THEA	THE EAGLE UNIFORM CO.							
INV-13016	02/13/23	01	UNIFORM	010020034690			03/15/23	1,102.00
							INVOICE TOTAL:	1,102.00
INV-13067	02/15/23	01	UNIFORM	010020034690			03/17/23	406.00
							INVOICE TOTAL:	406.00
							VENDOR TOTAL:	1,508.00
THMI	THIRD MILLENNIUM ASSOC, INC.							
28728	02/10/23	01	PAST DUE NOTICE W/S/R	290010024340			03/10/23	104.80
		02	PAST DUE NOTICE W/S/R	300010024340				104.79
		03	PAST DUE NOTICE W/S/R	310010024340				104.79
							INVOICE TOTAL:	314.38
							VENDOR TOTAL:	314.38
TRCOI	TRUCK COUNTRY OF ILLINOIS INC							
X901085277:01	02/09/23	01	CARRIER BEARING	010030024110			03/09/23	68.37
							INVOICE TOTAL:	68.37
X901085383:01	02/10/23	01	AIR LEAK	010030024110			03/10/23	17.86
							INVOICE TOTAL:	17.86
							VENDOR TOTAL:	86.23
TRUN	TREES UNLIMITED C P INC							

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 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
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-----								
TRUN	TREES UNLIMITED C P INC							
8556	02/21/23	01	DOWNTOWN SNOW REMOVAL	010030024200			03/21/23	1,800.00
							INVOICE TOTAL:	1,800.00
8558	02/21/23	01	HAZARDOUS TREE	010030024160			03/21/23	1,475.00
							INVOICE TOTAL:	1,475.00
							VENDOR TOTAL:	3,275.00
TYTE	TYLER TECHNOLOGIES, INC							
025-412716	02/15/23	01	UTILITY BILLING CFSA	030020054920			03/30/23	1,560.00
							INVOICE TOTAL:	1,560.00
025-413915	02/22/23	01	UTILITY BILLING CFSA	030020054920			03/22/23	1,040.00
							INVOICE TOTAL:	1,040.00
							VENDOR TOTAL:	2,600.00
USBL	USA BLUEBOOK							
264662	02/10/23	01	AMMONIA TESTS	310010034680			03/10/23	250.05
							INVOICE TOTAL:	250.05
264750	02/10/23	01	REAGENTS	300010034680			03/10/23	615.29
							INVOICE TOTAL:	615.29
							VENDOR TOTAL:	865.34
VWPD	VERIZON WIRELESS							
9927833688	02/15/23	01	PD CELLULAR	010020024230			03/07/23	324.11
							INVOICE TOTAL:	324.11
							VENDOR TOTAL:	324.11
							TOTAL ALL INVOICES:	111,605.41

**MEMORANDUM**

**CONFIDENTIAL / ATTORNEY – CLIENT PRIVILEGE**

**TO:** Josh Wray  
Jay Hedges / Village Manager  
**FROM:** Mark Schuster / Village Attorney  
**DATE:** February 20, 2023  
**RE:** Harp’s Lounge / Outside Seating

**Background**

The owner of Harps Lounge in Burklow’s strip mall has inquired about creating a small “beer garden” in front of their space - where there is some room.

- There is a picnic table or two there now where people sit [to smoke]
- The owner would like to make that a spot where people can be served alcoholic beverages.

The best I can see in the Village Code is that the Village restricts sales/service of alcoholic beverages for outdoor seating only for restaurants, not bars.

The only potential violation I see that could be of concern here is in 3-1-17(C)(1):

“Harbor or permit any intoxicated persons to loiter on the premises described in the license, or permit any conduct which tends to disturb the peace or quiet of the neighborhood or the premises.”

**Question Presented**

Is there any liquor regulation in the Village, or state statute, that restricts Harp’s Lounge from creating a “beer garden?”

If there is none, would Harp’s need to ensure no minors could enter the area via a fence of some kind?

Is there anything in the Village Liquor Regulations that would require that this be approved by the liquor commissioner/commission?

**Discussion**

First, by establishing in particular a license category for outside seating at a restaurant, and by not establishing any such license category for a tavern (with no carry out sales), the interpretation of the Code would be that there is no outside seating allowed.

**Bazos, Freeman, Schuster & Pope, LLC**  
*Attorneys at Law*

Second, the licensed premises will [most likely] not include the area outside the tavern; so strictly speaking, any outside seating would be off-site. The outside seating would be on common areas (walkways, for example) or the parking lot of the shopping center?<sup>1</sup>

Third, there are many restrictions on outside seating for a restaurant / liquor license holder that would need to be considered for a tavern – and where else such restrictions would otherwise become applicable in the Village (The Kave; Newman’s; Tuscan Sun, at least) should be considered. Restricting the area regarding minors would be subject to §3-1-17(B).

**Action(s) Needed**

1. Consider adding a new license category for a tavern with outside seating in the Village.
2. Consider modifying the existing license categories for a “tavern” in the Village so as to allow for outside seating of customers, with appropriate restrictions.
3. Consider leaving the regulations as is (no outside seating at such places).

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<sup>1</sup> It would be necessary to review Harp’s Lease Agreement for his premises to come to a conclusion on this matter.