



Village of Hampshire
Village Board Meeting
Thursday, January 18, 2024 - 7:00 PM
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comments
5. A Motion to Approve the Meeting Minutes from December 21, 2023
6. Village Manager's Report
 - a. A Motion to Approve the Appointment of Sharon Egger as a Commissioner for the Planning & Zoning Commission.
 - b. A Motion to Approve the Appointment of David Pizzolato as a Commissioner for the Business Development Commission.
 - c. A Motion to Approve the Appointment of Meagan Rago as a Commissioner for the Business Development Commission.
 - d. A Resolution Approving a Letter of Credit (LOC) Reduction for Tamm's Farm Subdivision.
 - e. A Resolution Approving a Professional Services Agreement with Lamp Incorporated for Design and Construction Management Services for the New Public Works Facility.
 - f. An Ordinance Proposing the Establishment of Special Service Area (SSA) No. 30.
 - g. An Ordinance Approving a Plat of Easement for Stormwater Management for Brier Hill Ventures/Midwest Companies.
 - h. A Resolution Authorizing Expenditure of \$35,547 for the Purchase of an Asphalt Hopper.
 - i. A Resolution Authorizing Expenditure of \$25,413 for the Purchase of Meter Couplings and Check Valves.
 - j. An Ordinance Amending Chapter 6, Zoning, Regarding Outdoor Lighting Regulations.
 - k. A Motion to Authorize staff to bind coverage for Cyber Security Insurance.
7. Staff Reports
 - a. Building Report
 - b. Streets Report
8. Accounts Payable
 - a. A Motion to Approve the January 18, 2024, Accounts Payable to Personnel
 - b. A Motion to Approve the January 18, 2024, Regular Accounts Payable
9. Village Board Committee Reports
 - a. Business Development Commission
 - b. Public Works Committee
 - c. Budget Committee
10. New Business
11. Announcements
12. Executive Session

13. Adjournment

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 require 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.



Village of Hampshire
Village Board Meeting Minutes
Thursday, December 21, 2023 - 7:00 PM
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

1. **Call to Order**

Village President Michael J. Reid, Jr. called to order the Village Board Meeting at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, December 21, 2023.

2. **Roll Call by Village Clerk, Karen Stuehler:**

Present: Village President Michael J. Reid, Jr., Trustee Heather Fodor, Trustee Aaron Kelly, Trustee Toby Koth, Trustee Lionel Mott, Trustee Laura Pollastrini, Trustee Erik Robinson.

Absent: None.

A Quorum was Established.

Others Present: Village Manager Jay Hedges, Village Clerk Karen Stuehler, Finance Director Lori Lyons, Lieutenant Neblock, Assistant Village Manager for Development Mo Khan, Village Attorney James Vasselli. Tim Paulson from EEI joined remotely.

3. **Pledge of Allegiance**

Village President Michael J. Reid, Jr. led the Pledge of Allegiance.

4. **Public Comments**

- a. Barbara Jarma spoke in regards to some issues she is having with a neighboring down spouts and water retention.

5. **A Motion to Approve the Meeting Minutes from December 7, 2023**

Trustee Fodor moved to approve Meeting Minutes for the Village Board Meeting of December 7, 2023.

Seconded by: Trustee Robinson.

Roll Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None.

Motion Approved.

6. **Village Manager's Report**

a. **A Motion to Authorize staff to bind coverage for Workers Compensation and Business Package insurances.**

Trustee Kelly moved to approve a Motion to Authorize staff to bind coverage for Workers Compensation and Business Package insurances.

Seconded by: Trustee Pollastrini.

All Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None.

Motion Approved.

b. **Resolution, 23-28 approving the 2023 Administrative Report for SSA #13 including the Amended Special Tax Roll for Calendar Year 2023.**

Trustee Koth moved to approve Resolution 23-28 approving the 2023 Administrative Report for SSA #13 including the Amended Special Tax Roll for Calendar Year 2023.

Seconded by: Trustee Robinson

All Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None.

Motion Approved.

c. **Ordinance 23-34 Abating Special Taxes Levied for 2023 Tax year (Collectable in 2024) to Pay Debt Services on the SSA Bonds Issued for SSA No. 13**

Trustee Kelly moved to approve Ord. 23-35 Abating Special Taxes Levied for 2023 Tax year (Collectable in 2024) to Pay Debt Services on the SSA Bonds Issued for SSA No. 13

Seconded by: Trustee Mott.

All Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None.

Motion Approved.

- d. **Resolution 23-29 approving the 2023 Administrative Report for SSA #13 including the Amended Special Tax Roll for Calendar Year 2023.**

Trustee Robinson moved to approve Resolution 23-28 approving the 2023 Report for SSA #13 including the Amended Special Tax Roll for Calendar Year 2023.

Seconded by: Trustee Fodor

All Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None.

Motion Approved.

- e. **Ordinance 23-35 Abating Special Levied for 2023 Tax year (Collectable in 2024) to Pey Debt Services on the SSA Bonds Issued for SSA No. 14**

Trustee Mott moved to approve Ord. 23-35

Seconded by: Trustee Fodor

All Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None.

Motion Approved.

- f. **Ordinance 23-36 Abating Taxes Levied for the 2023 Tax Year (Collectable in 2024) to Pey Debt Services on the #1,175,000 General Obligation Refunding Bonds (Alternate Revenue Spurce) Series 2016 (Previously Designated as "Series 2015")**

Trustee Robinson moved to approve Ord. 23-36

Seconded by: Trustee Fodor

All Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None.

Motion Approved

g. **Ordinance 23-37 Regarding the Illinois Paid Leave for All Workers Act.**

Trustee Robinson moved to approve Ord. 23-37

Seconded by: Trustee Koth

All Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None.

Motion Approved

h. **Resolution 23-31 Approving a Professional Services Agreement with EEI for Design Engineering and Construction for Well No. 9 Water Treatment Plant Cation Exchange Media Replacement in the Amount of \$27,497.00.**

Trustee Fodor moved to approve Res. 23-31

Seconded by Fodor

Roll Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None

i. **Resolution 23-32 Approving a Professional Services Agreement with EEI for Design engineering for the Wastewater Treatment Facility UV System Replacement in the Amount of \$34,984.00.**

Trustee Mott moved to approve Res. 23-32

Seconded by: Trustee Robinson

Roll Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None

j. **Ordinance 23-38 Amending Chapter 5, Building Regulations, Regarding Fire Alarms.**

After some discussion with Chief Herrmann, Trustee Koth moved to

approve Ord. 23-38

Seconded by: Trustee Fodor

All call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None

k. **Ordinance 23-39 Amending Chapter 6, Zoning Regarding Outdoor Lighting Regulations.**

After some discussion, Trustee Mott moved to Table Ord. 23-39 to the January 18 meeting.

Seconded by: Trustee Robinson

All call vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None

l. **A Motion to Approve the 2024 Village Holiday Schedule**

Trustee Pollastrini moved to approve the Motion to Approve the 2024 Village Holiday Schedule.

Seconded by: Trustee Robinson

All call vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None

m. **A Motion to Approve the 2024 Board Meeting Schedule**

Trustee Fodor moved to approve the 2024 Board Meeting Schedule.

Seconded by: Trustee Kelly

All call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None

7. **Staff Reports:**

- a. None

8. **Accounts Payable**

- a. **A Motion to Approve the December 21, 2023, Accounts Payable to Personnel.**

Trustee Kelly moved to approve the December 21, 2023, Accounts Payable to Personnel.

Seconded by: Trustee Robinson

Roll call vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None

- b. **A Motion to Approve the December 21, 2023, Regular Accounts Payable.**

Trustee Koth moved to approve the December 21, 2023, Regular Accounts Payable.

Seconded by: Trustee Robinson

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None

9. **Village Board Committee Reports**

- a. Business Development Commission

Mr. Khan stated the Business Development Commission voted to not approve State Farm's request to change the façade material to siding. He further stated that he would be providing information to the Business Development Commission on the Village's membership with Main Street America. Public Works Committee.

- b. Public Works Committee

Mr. Hedges reported they are continuing to work on getting information for the new Public Works Garage.

- c. Budget Committee

Mr. Kelly reported that they would be having a meeting next week.

10. **New Business**

None

11. **Announcements**

- a. Santa left a message with Mr. Koth thanking Trustee Mott and Trustee Pollastrini for their help at Copper Barrel.
- b. Trustee Robinson recognized Troop 23 for a Coat Drive they were doing.
- c. Trustee Kelly wanted to thank Santa for coming to Copper Barrel and participating in our Village Jingle Fest Parade.
- d. Trustee Pollastrini also wanted to thank everyone for their help with the Jingle Fest Parade and loved how the people support the businesses when an event like this takes place.
- e. President Reid thanked everyone for always working together through good times and bad. He appreciated everyone working so hard to make great things happen in Hampshire and appreciates how much everyone cares about our Village.

12. **Adjournment**

Trustee Fodor motioned to adjourn at 9:47p.m.

Seconded by: Trustee Kelly

Voice Vote:

Ayes: All.

Nayes: None.

Absent: None.

Motion Carried.

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.

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Village of Hampshire
 234 S. State Street
 Hampshire, IL 60140

Application to Serve on a Committee or Board

Name SHARON EGGER Date 1.9.2024

Address 1760 ROCKPORT ROAD

City HAMPSHIRE State IL Zip Code 60140

Home Telephone N/A Work Telephone — Cell [REDACTED]

Email Address [REDACTED]

How many years have you resided in Hampshire? 10 YEARS Date of Birth [REDACTED]
(Required for background check)

Please rate in order of preference the Commission(s) you wish to serve on (#1 being first choice):

<u> </u> Board of Police Commissioners	<u> 1 </u> Planning and Zoning
<u> </u> Police Pension Board	<u> </u> Beautification Committee
<u> </u> Business Development Commission	

Would you be able to attend regularly scheduled meetings (see website for schedule and commission descriptions)?
YES

Education Background (SEE RESUME ATTACHED)

Current Employer SELF EMPLOYED Job Title CONSTRUCTION

Employment Background: (SEE RESUME ATTACHED)

Briefly indicate your interest in the Commission(s) chosen above TO BECOME MORE PROACTIVE IN THE COMMUNITY WHERE MY SKILLS CAN BE BEST UTILIZED.

Please attach any additional information that you feel is pertinent to the Commission(s) for which you are applying.
(SEE RESUME ATTACHED)

Applicant Signature [REDACTED] Date 1.9.2024

SHARON EGGER

SUMMARY OF QUALIFICATIONS

Skillful and dedicated, with extensive experience in the supervision, planning, and support of daily operations.

- Highly focused and results-oriented in supporting complex, deadline-driven operations, able to identify goals and priorities and resolve issues in initial stages.
- Demonstrate capacity to provide comprehensive support for executive-level staff including scheduling meetings, coordinating travel, and effectively managing all essential tasks.
- Proven track record of accurately completing research, reporting, information management, marketing, and business-development efforts within budget requirements.
- Adept at developing and maintaining detailed procedural processes that reduce redundancy, improve accuracy and efficiency, and achieve organizational objectives.
- Proficient in Microsoft Outlook, Word, Excel, Powerpoint, Windows XP/Office operating system.

PROFESSIONAL EXPERIENCE

SELF EMPLOYED (Semi-retired)

Specialty Construction and Flooring Installation 2013 - present

- Remove any trim, quarter round/shoe base and transition strips.
- Remove existing flooring and underlayment, padding, tack strips, etc.
- Clean subfloor and prep for new flooring, usually consisting of screwing down 1/4" to 1/2" plywood as well as trimming bottom of door casings.
- Install vinyl plank (specifically LifeProof).
- Replace trim and base shoe or quarter round and clean all newly installed area.
- Other updates requested by homeowners: changing out toilets, remove and replace bathroom vanities, remove and replace kitchen and bath faucets, changeout garbage disposals.

Private caretaker to Four Special Needs Children 2010 to 2013

- Handle day to day functions including but not limited to administering medications; occupational therapy; physical therapy; reading and letter recognition, etc.
- Transport children to outside therapy (i.e.: riding/speech therapy); doctor appointments; orthotic fittings; hospital testing, etc.
- Communicate via beginning ASL sign language with child that has Audiological Neuropathy.
- Administer night time schedule from medication through to sleep preparedness.
- Work with i-pad for child with speech/language difficulties.

SEDOM – Special Education District of McHenry County – Woodstock, Illinois

TA Paraprofessional 2009 to 2010

Work one-on-one with a special needs children.

- Work with deaf & hard of hearing children with multiple disabilities, communicating with sign language
- Other duties include but not limited to those of Substitute Paraprofessional.

Substitute TA Paraprofessional 2008 to 2009

Provide support to special education classes within McHenry County.

- Fill in for teachers aides/assistants when needed.
- Work directly with students ages four through twenty-one that have one or more disabilities.
- When applicable, remove students from wheelchairs; assist with meals, hygiene, swimming, etc.
- At teachers direction, work one on one with student or in groups
- Make certain students are on appropriate transportation to and from home and field trips.

Continued...

PULTE HOMES/DEL WEBB CORPORATION – Huntley, Illinois

National Executive Assistant

2003 to 2006

Provide high-level administrative support to the VP and General Manager of Operations, Corporate Attorney, Director of Land Development, Director of Community Association and Director of Marketing

- Full support of the Director and VP level Executive Team
- Prepare all expense reports and coordinate all travel arrangements
- Serve as liaison in contract negotiation for building management and administration equipment
- Continuously multitask in a deadline driven environment
- Primary source of office support for all office equipment (Printers, copiers, fax & postage machines)
- Review, code and approve all billing for Administration building as well as department
- Manage supply and mail room supplies and courier distribution
- Special Projects included develop & maintain operating/procedure manual

Nextel/Verizon, Illinois Division Account Manager

2002 to 2006

Manage Division Cellular/Wireless account.

- Review and approve monthly cellular bill for 300+ cellular lines and 50 air-card lines
- Coordinate and manage cell phone exchange for entire Illinois Division
- Supervise Division employees on phone plan and usage protocol
- Provide equipment to new hires as well as assist with damaged or faulty equipment change-out

Executive Assistant/Customer Relations Director

1999 to 2004

Support Executive Director of Customer Relations and Team

- Full support of the Director and Team (30 + staff members)
- Create and maintain department budget
- Prepare all expense reporting for Director and assisted and directed Team of budget limitations
- Coordination of all department employee travel
- Managed department supplies as well as supplies for Home Buyer kits
- Provided 24-7 emergency service to new resident's as liaison between resident and trades
- Coordinated and hosted successful Home Buyer Orientations, creating invitations and promotional materials, booking venue, and primary presenter for audiences of 30-40 people on average

Senior Executive Assistant

1998 to 1999

Support Executive VP of Construction & team during start up

- Oversaw a wide variety of administrative functions focused primarily on VP
- Supporting all efforts to secure office space and set up
- Assisted in office staffing and procedures
- Facilities Management
- Coordinate travel for Vice President
- Manage all hard files for VP as well as computer files and Calendar

EDUCATION

- ASL Conversational Sign Language and ASL Basic Sign Language - McHenry County College (2009)
- Illinois State Board of Education – Licensed State and NCLB Approved Paraprofessional (2008)
- NIU – Residential Construction Employers Counsel - Construction Management Certification (2001)
- Buffalo Grove High School - Graduated (1977)

SKILLS

- Strong proactive work ethics; Team player; Enthusiastic, conscientious & dedicated; Work well independently as well as with others; Work well under pressure; Great organizational skills.



Village of Hampshire

234 S. State Street
Hampshire, IL 60140

Application to Serve on a Committee or Board

Name David Pizzolato Date 1/3/2024

Address 726 Karen Dr.

City Hampshire State IL Zip Code 60140

Home Telephone N/A Work Telephone [REDACTED]

Cell [REDACTED]

Email Address [REDACTED]

How many years have you resided in Hampshire? 17 Date of Birth [REDACTED]

(Required for background check)

Please rate in order of preference the Commission(s) you wish to serve on (#1 being first choice):

<input type="checkbox"/> Board of Police Commissioners	<input type="checkbox"/> Planning and Zoning
<input type="checkbox"/> Police Pension Board	<input type="checkbox"/> Beautification Committee
<input checked="" type="checkbox"/> Business Development Commission	

Would you be able to attend regularly scheduled meetings (see website for schedule and commission descriptions)? Yes

Education Background: Bachelor in Science – Major Finance; Master of Business Administration

Current Employer – Ace Hardware Corporation Job Title – Director of Marketing

Employment Background: Group Marketing Mgr. – Bosch, Marketing Mgr. - Dremel, Business Dev. Exec. – Bosch, Product Marketing Mgr. – Fellowes Corp.

Briefly indicate your interest in the Commission(s) chosen above: To leverage my experience and professional background and apply it to the Business Development Commission.

Please attach any additional information that you feel is pertinent to the Commission(s) for which you are applying. N/A

Applicant Signature [REDACTED]

Date 1.3.24



Village of Hampshire
234 S. State Street
Hampshire, IL 60140

Application to Serve on a Committee or Board

Name M e a g a n R a g o Date 01/08/2024

Address 1010 Prairieview Parkway

City Hampshire State IL Zip Code 60140

Home Telephone Work Telephone Cell [Redacted]

Email Address [Redacted]

How many years have you resided in Hampshire? 6 Date of Birth [Redacted] (Required for background check)

Please rate in order of preference the Commission(s) you wish to serve on (#1 being first choice):
Board of Police Commissioners
Police Pension Board
Business Development Commission (checked)
Planning and Zoning
Beautification Committee

Would you be able to attend regularly scheduled meetings (see website for schedule and commission descriptions)? Yes

Education Background Bachelor of Arts - Political Sciences and Communications

Current Employer Alliant Insurance Services Job Title Assistance Vice President, Account Executive

Employment Background: Account Manager, Willis Towers Watson

Briefly indicate your interest in the Commission(s) chosen above Continue to use my business experience and background in the Hampshire community (grew up here) to help advance the business development in Hampshire

Please attach any additional information that you feel is pertinent to the Commission(s) for which you are applying. N/A

Applicant Signature [Redacted] Date 1/8/2024



January 5, 2024

Mr. Jay Hedges (Via Email)
Village Manager
Village of Hampshire
234 S. State Street
Hampshire, IL 60140-0457

**Re: Tamm's Farm Subdivision
Letter of Credit Reduction Request No.1
Village of Hampshire**

Mr. Hedges:

We have reviewed the Letter of Credit reduction request for the Tamm's Farm Subdivision as documented by the attached spreadsheet submitted by the Developer's engineer.

We recommend a reduction of Letter of Credit FGAC-21445 for the above-referenced project in the amount of **\$4,210,097.88**. The new value of the letter of credit should be **\$5,819,027.00**.

The amount of the reduction is based on the value of the improvements that have been completed to date. The Letter of Credit was put in place by the developer as a performance guarantee for the Public Improvements and items required by the Stormwater Ordinance.

If you have any questions or need additional information, please contact our office.

Very truly yours,

ENGINEERING ENTERPRISES, INC.

Timothy N. Paulson, P.E., CFM
Senior Project Manager

TNP/pgw2

Enclosures

pc: Karen Stuehler, Village Clerk (via e-mail)
Lori Lyons, Finance Director (via e-mail)
Mo Kahn, Assistant Village Manager (via e-mail)
James Vasselli, Village Attorney (via e-mail)
Denise Caputo, Lennar (via e-mail)
BPS, EEI (via E-mail)

\\Milkyway\EEI_Storage\Docs\Public\Hampshire\2021\HA2110 Tamms Farm - Lennar Homes\Construction\Bond Reduction\LLOCReduction01.doc



**ENGINEER'S OPINION OF PROBABLE COST
TAMM'S FARM SUBDIVISION
HAMPSHIRE, ILLINOIS
JUNE 7, 2023**

Quantities are based on plans titled "Proposed
Improvements for Tamms Farm Subdivision"
prepared by Manhard Consulting, Ltd. dated July 19,

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	QUANTITY COMPLETE	WORK REMAINING	WORK COMPLETED
SCHEDULE I - EXCAVATION, GRADING, AND EROSION CONTROL IMPROVEMENTS **								
1	Mobilization	1	LUMP SUM	\$15,000.00	\$15,000.00	1	\$0.00	\$15,000.00
2	Topsoil Stripping and Stockpiling	1	LUMP SUM	\$75,000.00	\$75,000.00	1	\$0.00	\$75,000.00
3	Clay Excavation and Embankment	1	LUMP SUM	\$300,000.00	\$300,000.00	1	\$0.00	\$300,000.00
4	Topsoil Respread	1	LUMP SUM	\$25,000.00	\$25,000.00	1	\$0.00	\$25,000.00
5	Concrete Washout	2	EACH	\$4,500.00	\$9,000.00	2	\$0.00	\$9,000.00
6	Construction Entrance - 6" CA-7 Aggregate	2,750	SY	\$9.00	\$24,750.00	2750	\$0.00	\$24,750.00
7	Erosion Control Blanket (NAG DS-75)	33,420	SY	\$1.50	\$50,130.00	33420	\$0.00	\$50,130.00
8	Silt Fence	8,930	SY	\$3.00	\$26,790.00	8930	\$0.00	\$26,790.00
9	Ditch Check	1,000	SY	\$5.00	\$5,000.00	1000	\$0.00	\$5,000.00
10	Inlet Protection - Paved Areas	91	EACH	\$350.00	\$31,850.00	91	\$0.00	\$31,850.00
11	Inlet Protection - Green Space	52	EACH	\$350.00	\$18,200.00	52	\$0.00	\$18,200.00
TOTAL SCHEDULE I - EXCAVATION, GRADING, AND EROSION CONTROL IMPROVEMENTS**					\$580,720.00		\$0.00	\$580,720.00
SCHEDULE II - UNDERGROUND IMPROVEMENTS								
A. SANITARY SEWER IMPROVEMENTS								
1	8" PVC Sanitary Sewer	6,870	LF	\$37.90	\$260,373.00	2680	\$158,801.00	\$101,572.00
2	6" PVC Sanitary Sewer Service	182	EACH	\$4,033.00	\$734,006.00	46	\$548,488.00	\$185,518.00
3	4' Diameter Manhole	37	EACH	\$2,760.00	\$102,120.00	15	\$60,720.00	\$41,400.00
4	Trench Backfill	11,385	CY	\$55.50	\$631,867.50	4550	\$379,342.50	\$252,525.00
SUBTOTAL A - SANITARY SEWER IMPROVEMENTS					\$1,728,366.50		\$1,147,351.50	\$581,015.00
B. WATER MAIN IMPROVEMENTS								
1	8" PVC Water Main	9,000	LF	\$43.40	\$390,600.00	3906	\$221,079.60	\$169,520.40
2	8" Valve & Vault, STD 4' Dia. w/FR & Lid	20	EACH	\$2,890.00	\$57,800.00	9	\$31,790.00	\$26,010.00
3	1" House Service Type K	182	EACH	\$2,862.00	\$520,884.00	46	\$389,232.00	\$131,652.00
4	Fire Hydrant with Auxiliary Valve	32	EACH	\$4,840.00	\$154,880.00	13	\$91,960.00	\$62,920.00
5	Trench Backfill	4,070	CY	\$24.00	\$97,680.00	2035	\$48,840.00	\$48,840.00
6	Dry Connection	7	EACH	\$1,685.00	\$11,795.00	2	\$8,425.00	\$3,370.00
SUBTOTAL B - WATER MAIN IMPROVEMENTS					\$1,233,639.00		\$791,326.60	\$442,312.40
C. STORM SEWER IMPROVEMENTS								
1	12" RCP Storm Sewer Pipe	8,240	LF	\$24.50	\$201,880.00	3264	\$121,912.00	\$79,968.00
2	15" RCP Storm Sewer Pipe	3,530	LF	\$27.50	\$97,075.00	1675	\$51,012.50	\$46,062.50
3	18" RCP Storm Sewer Pipe	2,210	LF	\$34.00	\$75,140.00	1044	\$39,644.00	\$35,496.00
4	21" RCP Storm Sewer Pipe	1,190	LF	\$39.70	\$47,243.00	964	\$8,972.20	\$38,270.80
5	24" RCP Storm Sewer Pipe	1,870	LF	\$44.70	\$83,589.00	784	\$48,544.20	\$35,044.80
6	30" RCP Storm Sewer Pipe	1,413	LF	\$63.80	\$90,149.40	1324	\$5,678.20	\$84,471.20
7	36" RCP Storm Sewer Pipe	260	LF	\$73.30	\$19,058.00	172	\$6,450.40	\$12,607.60
8	42" RCP Storm Sewer Pipe	66	LF	\$110.00	\$7,260.00	66	\$0.00	\$7,260.00
9	Reinforced Concrete Box Culverts - 4'x2'	500	LF	\$260.00	\$130,000.00	0	\$130,000.00	\$0.00
10	Precast Concrete Flared End Section w/Grate 12"	10	EACH	\$1,910.00	\$19,100.00	2	\$15,280.00	\$3,820.00
11	Precast Concrete Flared End Section w/Grate 15"	5	EACH	\$1,850.00	\$9,250.00	3	\$3,700.00	\$5,550.00
12	Precast Concrete Flared End Section w/Grate 18"	1	EACH	\$2,070.00	\$2,070.00	0	\$2,070.00	\$0.00
13	Precast Concrete Flared End Section w/Grate 24"	1	EACH	\$2,500.00	\$2,500.00	0	\$2,500.00	\$0.00
14	Precast Concrete Flared End Section w/Grate 30"	3	EACH	\$3,010.00	\$9,030.00	1	\$6,020.00	\$3,010.00
15	Precast Concrete Flared End Section w/Grate 36"	2	EACH	\$3,390.00	\$6,780.00	1	\$3,390.00	\$3,390.00
16	Precast Concrete Flared End Section w/Grate 42"	1	EACH	\$3,700.00	\$3,700.00	1	\$0.00	\$3,700.00
17	2'-0" Diameter Inlet	61	EACH	\$1,080.00	\$65,880.00	26	\$37,800.00	\$28,080.00
18	4'-0" Diameter Catch Basin	48	EACH	\$2,240.00	\$107,520.00	18	\$67,200.00	\$40,320.00
19	4'-0" Diameter Manhole	84	EACH	\$2,070.00	\$173,880.00	48	\$74,520.00	\$99,360.00
20	Rip Rap w/Fabric	310	SY	\$90.00	\$27,900.00	160	\$13,500.00	\$14,400.00
21	Trench Backfill	6,310	CY	\$24.00	\$151,440.00	3155	\$75,720.00	\$75,720.00
SUBTOTAL C - STORM SEWER IMPROVEMENTS					\$1,330,444.40		\$713,913.50	\$616,530.90
TOTAL SCHEDULE II - UNDERGROUND IMPROVEMENTS (A-C)					\$4,292,449.90		\$2,652,591.60	\$1,639,858.30



**ENGINEER'S OPINION OF PROBABLE COST
TAMM'S FARM SUBDIVISION
HAMPSHIRE, ILLINOIS
JUNE 7, 2023**

Quantities are based on plans titled "Proposed
Improvements for Tamms Farm Subdivision"
prepared by Manhard Consulting, Ltd. dated July 19,

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	QUANTITY COMPLETE	WORK REMAINING	WORK COMPLETED
SCHEDULE III - ROADWAY IMPROVEMENTS								
1	Residential Street - Hot-Mix Asphalt Surface Course, N50 - 1.5", Hot-Mix Asphalt Binder Course, N50 - 4.5", Aggregate Base Course - 12"	34,430	SY	\$34.00	\$1,170,620.00	12160	\$757,180.00	\$413,440.00
2	Driveway Approach - PCC Pavement - 6", Aggregate Base Course - 4"	15,200	SY	\$10.00	\$152,000.00	3864	\$113,360.00	\$38,640.00
3	Pavement Milling and Resurfacing	3,290	SY	\$13.00	\$42,770.00	0	\$42,770.00	\$0.00
4	Concrete Curb	24,080	LF	\$17.00	\$409,360.00	8460	\$265,540.00	\$143,820.00
5	PCC Sidewalk - 5" with Subbase	118,640	SF	\$7.00	\$830,480.00	42300	\$534,380.00	\$296,100.00
6	Detectable Warnings	1,060	SF	\$20.00	\$21,200.00	530	\$10,600.00	\$10,600.00
7	Pavement Markings	1	LS	\$25,000.00	\$25,000.00	0	\$25,000.00	\$0.00
8	Sign	64	EACH	\$700.00	\$44,800.00	32	\$22,400.00	\$22,400.00
9	Street Lights	51	EACH	\$8,900.00	\$453,900.00	25	\$231,400.00	\$222,500.00
TOTAL SCHEDULE III - ROADWAY IMPROVEMENTS					\$3,150,130.00		\$2,002,630.00	\$1,147,500.00
SUBTOTAL SCHEDULES I-III					\$8,023,299.90		\$4,655,221.60	\$3,368,078.30
BOND AMOUNT AT 125%					** \$10,029,124.88			\$4,210,097.88
BOND REDUCTION AMOUNT FOR PHASE 1 6/7/2023							\$5,819,027.00	

Prepared By: Manhard Consulting, Ltd.
One Overlook Point, Suite 290
Lincolnshire, Illinois 60069

Notes and Assumptions:

- All assumptions are based on Final Engineering Design criteria from 2007. Any deviation from these assumptions will likely have an impact on the quantities above.
- This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees landscaping, dewatering, maintenance, bonds or the like.

RESOLUTION NO. 23-

**RESOLUTION FOR A LETTER OF CREDIT NO. FAGC-21445 FOR TAMM'S FARM
SUBDIVISION**

WHEREAS, THE Village of Hampshire, Kane & McHenry Counties, Illinois (the "Village") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, as part of the construction and development of Tamm's Farm, Lennar provided the Village of Hampshire with a Letter of Credit No. FAGC-21445 in the amount of \$10,029,124.88; and

WHEREAS, Lennar is now requesting a reduction in its Letter of Credit No. FAGC-21445;

WHEREAS, the Village Engineer has determined that Lennar has completed some of the required public improvements and other items required by the Stormwater Ordinance in conformance with the approved plans and specifications; however, there remains a number of construction items that need to be completed and addressed; and

WHEREAS, in light of the partial completion of the public improvements and other items required by the Stormwater Ordinance, the Village Engineer recommends reducing the Letter of Credit No. FAGC-21445 in the amount of \$4,210,097.88 to \$5,819,027.

NOW THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Hampshire, Kane & McHenry Counties, Illinois as follows:

SECTION ONE: The preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

SECTION TWO: The corporate authorities of the Village of Hampshire hereby approved a reduction in the Letter of Credit No. FAGC-21445 to \$5,819,027 as recommended by the Village Engineer.

SECTION THREE: The Village President and/or Village Engineer is hereby authorized to certify, if requested, such reduction to the financial institution which issued Letter of Credit No. FAGC-21445.

SECTION FOUR: SEVERABILITY. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FIVE: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

ADOPTED THIS 18th day of January 2024, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 18th day of January 2024.

Michael J. Reid, Jr.
Village President

ATTEST:

Karen Stuehler
Village Clerk



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: Jay Hedges, Village Manager
DATE: January 12, 2024
RE: Public Works Garage Agreement, Phase I

Background: The Village Board has indicated that building a new Streets Department Garage is a high priority. On December 7, 2023, the Village Board authorized the Village Manager to negotiate an agreement with Lamp Incorporated. Lamp, Incorporated was recommended by Staff after a Request for Qualifications (RFQ) was published, eight (8) proposals were received and evaluated and three (3) final firms were interviewed. The preliminary Space Need Assessment conducted by Lamp and Streets Department Staff indicated a need for 33,000 sq at an estimated cost of \$10 Million.

While the Village Board has yet to approve a funding source for construction, Development-driven Public Use Funds are available and may be used for master planning, preliminary site evaluation, and preliminary design. The work will keep the project moving forward while the Village Board considers funding sources for the Public Works Garage and other major capital priorities. These services will be provided by Kluber Architects, selected as Lamp's design firm, but all work will be done under the Lamp contract. The specific deliverables for this phase are defined in the enclosed agreement between Lamp and Kluber.

Recommendation: Staff recommends approval of the Lamp Incorporated contract and authorization to spend NINETY-TWO THOUSAND, FORTY-FIVE AND NO/100 DOLLARS (\$92,045.00) as identified in Paragraphs 2.2.1 to 2.2.6, of the Agreement.



ConsensusDocs® 400 PRELIMINARY DESIGN BUILD AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

GENERAL INSTRUCTIONS. These instructions are solely for the information and convenience of ConsensusDocs users and are not a part of the document. Gray boxes indicate where you should click and type in your project information. The yellow shading is a Word default function that displays editable text and is not necessary for document completion. Shading can be turned off by going to the Review tab, select “Restrict Editing” button and uncheck “Highlight the regions I can edit”. In Word 2003 you will find this option under the Tools tab, Options, Security tab, Protect Document button.

EMBEDDED INSTRUCTIONS are provided to help you complete the document. To display or hide instructions select the “¶” button under the “Home” tab to show all formatting marks. Instruction boxes are color coded as follows:

- Red Boxes:** Instructions for fields that are typically required to complete contract.
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ENDORSEMENT. This document was developed through a collaborative effort of organizations representing a wide cross-section of the design and construction industry. The organizations endorsing this document believe it represents a fair allocation of risk and responsibilities of all project participants.

Endorsing organizations recognize that this document must be reviewed and adapted to meet specific needs and applicable laws. This document has important legal and insurance consequences, and it is not intended as a substitute for competent professional services and advice. Consultation with an attorney and an insurance or surety adviser is strongly encouraged. Federal, State and Local laws may vary with respect to the applicability or enforceability of specific provisions in this document. **CONSENSUSDOCS SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASERS ASSUME ALL LIABILITY WITH RESPECT TO THE USE OF THIS DOCUMENT, AND CONSENSUSDOCS AND ANY OF THE ENDORSING ORGANIZATIONS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH USE.** For additional information, please contact ConsensusDocs, 2300 Wilson Blvd, Suite 300, Arlington, VA 22201, 866-925-DOCS (3627), support@consensusdocs.org or www.ConsensusDocs.org.



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PRELIMINARY DESIGN-BUILD AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER



TABLE OF ARTICLES

1. TEAM RELATIONSHIP
2. DESIGN-BUILDER'S RESPONSIBILITIES
3. OWNERSHIP OF DOCUMENTS
4. OWNER'S RESPONSIBILITIES
5. CONTRACT TIME
6. COMPENSATION
7. PROFESSIONAL LIABILITY INSURANCE

This Agreement is made this ___ day of January in the year Two Thousand Twenty-Four, by and between the

OWNER
VILLAGE OF HAMPSHIRE
234 S. STATE STREET
HAMPSHIRE, IL 60140

and the

DESIGN-BUILDER
LAMP INCORPORATED
460 N. GROVE AVENUE



ELGIN, IL 60120
for preliminary services in connection with the following

PROJECT
PUBLIC WORKS FACILITY, SOUTH SIDE OF TOWN PLACE ROAD WEST OF NORTH STATE
STREET, HAMPSHIRE, IL 60140

Notice to the Parties shall be given at the above addresses.

ARTICLE 1 TEAM RELATIONSHIP

1.1 The Owner and the Design-Builder agree to proceed on the basis of trust, good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner. The Owner and the Design-Builders shall perform their obligations with integrity, ensuring at a minimum that: (a) conflicts of interest shall be avoided or disclosed promptly to the other Party; and (b) the Design-Builder and the Owner warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment. The Design-Builders agree to and shall discharge its obligations under this Agreement in accordance with all applicable laws and regulations.

ARTICLE 2 DESIGN-BUILDER'S RESPONSIBILITIES

2.1 The Design-Builder shall exercise reasonable skill and judgment in the performance of its services. Architectural and engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, or as permitted by the law of the State in which the Project is located. The person or entity providing architectural and engineering services shall be referred to as the Design Professional. If the Design Professional is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between the Design-Builder and the Design Professional. The Design Professional for the Project is Kluber Architects. The Owner shall be held harmless from any disputes between the Design Professional and the Design Builder.

2.2 The Design-Builder is responsible for the following Preliminary Design-Build Services:

2.2.1 OWNER'S PROGRAM The Design-Builder shall assist the Owner in the development and preparation of the Owner's Program, which is an initial description of the Owner's objectives. The Owner's Program shall include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

2.2.2 PRELIMINARY EVALUATION The Design-Builder shall review the Owner's Program to ascertain the requirements of the Project and shall verify such requirements with the Owner. The Design-Builder's review shall also provide to the Owner a preliminary evaluation of the site with regard to access, traffic, drainage, parking, building placement and other considerations affecting the building, the environment and energy use, as well as information regarding applicable governmental laws, regulations and requirements. The Design-Builder shall review the Owner's existing test reports but will not undertake any independent testing nor be required to furnish types of information derived from such testing in its preliminary evaluation. The Design-Builder shall also propose alternative architectural, civil, structural, mechanical, electrical and other systems for review by the Owner, in order to determine the most desirable method of achieving the Owner's requirements in terms of cost, technology, quality and speed of delivery. Based upon its review and verification of the Owner's Program and other relevant information, the Design-Builder shall provide



a preliminary evaluation of the Project's feasibility for the Owner's acceptance. The Design-Builder's preliminary evaluation shall specifically identify any deviations from the Owner's Program.

2.2.3 PRELIMINARY SCHEDULE The Design-Builder shall provide a preliminary schedule for the Owner's written approval. The schedule shall show the activities of the Owner and the Design-Builder necessary to meet the Owner's completion requirements.

2.2.4 PRELIMINARY ESTIMATE/EVALUATION The Design-Builder shall prepare for the Owner's written approval a preliminary estimate utilizing area, volume, or similar conceptual estimating techniques. The level of detail for the estimate shall reflect the Owner's Program and any additional available information. If the preliminary estimate exceeds the Owner's budget, the Design-Builder shall make written recommendations to the Owner. The Owner shall have the unilateral right to adjust the budget without the Design Builder increasing the costs.

2.2.5 SCHEMATIC DESIGN DOCUMENTS The Design-Builder shall submit for the Owner's written approval Schematic Design Documents based on the agreed upon Preliminary Evaluation. Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Projects basic elements, scale and their relationship to the Worksite. One set of these Documents shall be furnished to the Owner. When the Design-Builder submits the Schematic Design Documents, the Design-Builder shall identify in writing all material changes and deviations from the Design-Builder's Preliminary Evaluation, schedule and estimate. The Design-Builder shall update the preliminary schedule and preliminary estimate based on the Schematic Design Documents.

2.2.6 ADDITIONAL SERVICES The Design-Builder shall provide the following Additional Services: Space needs analysis for the new Public Works Facility and Conceptual Village Campus Master Site Plan.

ARTICLE 3 OWNERSHIP OF DOCUMENTS

3.1 OWNERSHIP OF TANGIBLE DOCUMENTS Upon the making of final payment to the Design-Builder, the Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data and information (hereinafter "Documents") prepared, provided or procured by the Design-Builder, its Design Professional, Subcontractors or consultants and distributed to the Owner for this Project.

3.2 COPYRIGHT The Parties agree that Owner shall not obtain ownership of the copyright of all Documents. The Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by ARTICLE 6 and the payment of the fee reflecting the agreed value of the copyright set forth below:

If the Parties have not made a selection to transfer copyright interests in the Documents, the copyright shall remain with the Design-Builder.

3.3 OWNER'S USE The Owner shall have the right to use, reproduce or make derivative works of the Design-Build Documents for other projects without the written authorization of the Design-Builder, who shall not unreasonably withhold any other consent. The Owner's use of the Design-Build Documents on other projects or without the Design-Builder's written authorization or involvement is at the Owner's sole risk, and the Owner shall indemnify and hold harmless the Design-Builder, the Design Professional and Subcontractors, and the agents, officers, directors and employees of each of them from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorneys' fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or resulting from such use of the Design-Build Documents.



3.4 DESIGN-BUILDER'S USE Where the Design-Builder has transferred its copyright interest in the Documents, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole. The Design-Builder shall obtain from its Design Professional, Subcontractors and consultants property rights and rights of use that correspond to the rights given by the Design-Builder to the Owner in this Agreement.

3.5 ELECTRONIC DOCUMENTS If the Owner requires that the Owner and Design-Builder exchange documents and data in electronic or digital form, prior to any such exchange, the Owner and Design-Builder shall agree on a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate Agreement.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide to the Design-Builder all relevant information for the Project, including the Owner's Program, unless the Owner's Program is developed and prepared with the assistance of the Design-Builder as an Additional Service. The Owner shall timely review and approve schedules, estimates, Schematic Design Documents and other documents provided under this Agreement. The Owner has the right to adjust the Project parameters by providing written notice of such a change to the Design-Builder.

4.2 OWNER'S ELECTION TO PROCEED If the Owner elects to proceed with the Project beyond the Preliminary Design-Build Services provided in this Agreement, the Owner and the Design-Builder shall enter into an additional agreement for the completion of the design and the construction of the Project. If the Owner elects not to proceed with the Project, the Owner shall have no further obligation to the Design-Builder other than the payment of compensation as set forth in this Agreement.

ARTICLE 5 CONTRACT TIME

5.1 The Design-Builder's Services provided under this Agreement shall commence on or about January 18, 2024, and shall be completed on or about March 21, 2024.

ARTICLE 6 COMPENSATION

6.1 The Owner shall compensate the Design-Builder for the Services performed under the Agreement on the following basis:

A total cost of NINETY-TWO THOUSAND, FORTY-FIVE AND NO/100 DOLLARS, (\$92,045.00) shall be charged to provide the preliminary design services as identified in Paragraphs 2.2.1 to 2.2.6, inclusive, of this Agreement. A monthly invoice shall be submitted at the end of each month when services have been rendered and based on such invoice shall such sum be released by the Owner to the Design-Builder. Invoice will be due and payable 30 days after receipt of each monthly invoice. In the event the scope of the project changes as contemplated herein, the payment amount, as set forth above, shall be adjusted on a pro-rata basis to account for such reduction or increase of project scope. The Design-Builder shall promptly pay and in all instances be responsible for all costs and expenses incurred by the Design-Professional.

6.2 Reimbursable expenses under this Agreement shall include:

Printing, postage, models, renderings, professional photography, and delivery services and fees. The costs are anticipated not to exceed SEVEN HUNDRED FIFTY AND NO/100 DOLLARS, (\$750.00) in the aggregate.



ARTICLE 7 PROFESSIONAL LIABILITY INSURANCE

7.1 The Design-Builder shall obtain, either itself or through the Design Professional, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be:

Project Specific Professional Liability Insurance

written for not less than \$5,000,000.00 per claim and in the aggregate with a deductible not to exceed \$25,000.00. The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by the Design Professional. The Owner shall be named an "addition named insured" and provided, by the Design-Builder, a certificate of insurance evidencing such designation prior to the commencement of the Design-Builders' duties under this Agreement.

This Agreement is entered into as of the date entered in ARTICLE 1.

OWNER: Village of Hampshire

BY: _____

PRINT NAME: [] PRINT TITLE: []

ATTEST: _____

DESIGN-BUILDER: Lamp Incorporated

BY: _____

PRINT NAME: Ian C. Lamp PRINT TITLE: President

ATTEST: _____

END OF DOCUMENT.



January 9, 2024

Ian Lamp
President
LAMP Incorporated
460 North Grove Avenue
Elgin, IL 60120

Re: Village of Hampshire – Master Planning and Public Works SD Phase
Kluber, Inc. Project No. 23-243-1522

Dear Mr. Lamp:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that Lamp Incorporated (“Design-Builder”) desires to engage Kluber, Inc. (“Design Professional”) to provide customary architectural and engineering services for the new public works facility for the Village of Hampshire (“Owner”) located along Town Place Road, Hampshire, IL.

OVERVIEW OF PROJECT SCOPE

The Project consists of overall campus site planning and Schematic Design for a new public works facility. The Owner’s selected site is planned to have the future village hall, police station, library and park open space alongside the proposed new public works facility. The anticipated size of the public works facility is anticipated to be approximately 30,000 square feet consisting of administration, employee support, fleet garage, fleet maintenance, shop and supporting building service spaced. Exterior site features include a salt dome and outdoor bulk dry storage bins.

INITIAL INFORMATION

- The program for the Project is to be developed as part of the scope of this proposal and has already been started with the Owner as part of the Project kick-off meeting on December 15, 2023.
- The Owner’s budget for the Cost of the Work has not been determined. The Cost of the Work is the total cost to construct all elements of the Project designed or specified by Kluber, Inc.; it does not include A/E fees, land acquisition costs, permit fees, utility service connection or activation fees, financing costs, contingencies for changes in the Work, or other soft costs that are the responsibility of the Owner.
- The anticipated Project schedule is to be determined as mutually agreed.
- The intended Project delivery method is Design-Builder; multiple bid packages.
- The Owner’s representative for the Project will be Jay Hedges or as appointed.
- The Design-Builder’s representative for the Project will be Ian Lamp or as appointed.
- Kluber, Inc.’s representative for the Project will be Chris Hansen.

Assumptions include the following:

- A. The Design-Builder will initially engage the Owner through *ConsensusDocs 400 Preliminary Design Build Agreement Between Owner and Design-Builder*, with terms and conditions acceptable to Owner, Design-Building and Design Professional. Basic Services for this preliminary phase will include Master planning for the overall site and Schematic Design Phase for the new public works facility. Additional Services for Civil Engineering will be limited as defined below.
- B. The Design-Builder will engage the Owner through *ConsensusDocs 410 Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder*, with terms and conditions

acceptable to Owner, Design-Building and Design Professional for the balance of Basic Services and Additional Services.

- C. The Design-Builder will engage the Kluber through *ConsensusDocs 420 Standard Agreement Between Design-Builder and Design Professional*, with terms and conditions acceptable to Owner, Design-Building and Design Professional for the balance of Basic Services and Additional Services.

The foregoing is based on Owner's selection of the Lamp/Kluber Team on December 7, 2023, under the Quality Based Selection (QBS) process and RFP document issued by the Owner in November of 2023; the Project Kick-Off meeting on December 15, 2023; and the multiple email communications over the past several weeks between Owner, Lamp and Kluber.

BASIC SERVICES

Kluber, Inc. proposes to provide usual and customary architectural and engineering Basic Services for the Project as set forth in the standardized *ConsensusDocs 420 – June 2022 Standard Agreement between Design-Builder and Design Professional*, and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

Campus Planning for Site:

- Incorporate previous Owner program material to develop updated architectural site plan will all proposed buildings and open space.
- Review existing owner testing reports for the property, (if any).
- Review site access, traffic, drainage, total parking quantities and security concerns, building placement and open park space for each building component.
- Confirm areas for future building expansion for each building component.
- Confirm zoning setback and code requirements for each building.
- Confirm proposed building placement location/s on the site.
- Prepare a preliminary, two-dimensional site plan indicating the building development layout, parking quantities, secured site areas, roadways, open park space and water detention locations.
- Assist Owner in the development of a phasing strategy, implementation timeline and budget.

Schematic Design Phase (Public Works Facility):

- Kick-off meeting with Owner and Design-Builder to discuss Project in detail (completed on 12/15/2023).
- Perform code review as required for work related to Project scope of work.
- Prepare Program document (in process).
- Prepare concept architectural floor plan.
- Prepare concept architectural exterior elevations.
- Prepare narrative of the architectural systems (exterior façade, roof, ceiling, finishes).
- Prepare narratives of the engineered systems (structural, mechanical, electrical, plumbing and fire protection).
- Provide Consultant Civil Engineering Additional Services (limited to topographical plan of existing conditions and preliminary engineering design).
- Review meetings with Owner and Design-Builder as required.

Subsequent Basic Services Phases:

Design Development Phase:

Future Proposal

Construction Document Phase:

Future Proposal



Bidding Phase:
Future Proposal

Construction Administration Phase:
Future Proposal

ADDITIONAL SERVICES

Additional Services are not included in the Basic Services described above, but may be required for the Project or specifically requested by the Design-Builder. The list below indicates Additional Services that will be provided by Kluber, Owner, To Be Determined (TBD) or Not Provided for the Project.

Additional Services:	Provided by:
Programming, or Validation of Owner's Project Program, as described below (Included as part of Basic Services)	Kluber
Existing Facilities:	
Survey of existing facility(ies) (<u>required</u> if Owner's "as-built" drawings are discovered to be unavailable, inaccurate, incomplete or otherwise inconsistent with actual existing conditions)	Not Provided
Measured drawings documenting existing conditions of existing facility(ies)	Not Provided
Other Facility Support Services	Not Provided
Site Evaluation and Design:	
Site Evaluation and Planning (Site has been selected by Owner)	Not Provided
Civil Engineering	Kluber
Landscape Design	Kluber
Architectural and Interior Design:	
Multiple preliminary designs/options during Schematic Design Phase (Included as part of Basic Services)	Kluber
Building information modeling (BIM)	Not Provided
Renderings, models, mockups, or other presentation materials requested by Owner	Not Provided
Historic Preservation	Not Provided
Architectural Interior Design, including assistance with selection of interior finish colors, preparation of color boards, (in accordance with AIA B252 – 2019)	Kluber
Furniture, Furnishings and Equipment (FF&E) (in accordance with AIA B253 – 2019)	Kluber
Green Design:	
Extensive environmentally responsible design	Not Provided
LEED Certification (in accordance with AIA B214 – 2012)	Not Provided
Engineered Systems:	
Commissioning of engineered systems	Design-Builder
Telecommunications/data systems design	Kluber
Cost Control:	
Detailed opinions of probable construction cost (beyond conceptual costs as determined by per unit area or unit volume techniques)	Design-Builder
Opinion of total project cost (including incorporation of soft costs such as A/E fees, permit fees, land acquisition costs, and costs of Additional Services not provided by Kluber, Inc.)	Design-Builder
Design Professional's Instruments of Service:	
As-designed record drawings (incorporating Work documented in Supplemental Instructions, Change Orders and Change Directives) (Included as part of Basic Services)	Kluber
As-built record drawings (incorporating conditions as constructed by the Contractor)	Not Provided
Measured drawings, Design Documents, Construction Documents, as-designed record drawings or as-built record drawings furnished to Owner in AutoCAD .dwg format	Not Provided
Project Delivery, Coordination and Management:	
Coordination of design/engineering consultants employed directly by Owner. Limited to as required for the Design Professional to prepare its Instruments of Service.	Kluber
Multiple prime construction contracts	Not Provided
Fast-track project delivery/design services	TBD
Construction:	
Conformed construction documents (incorporating Addenda and permit revisions) (Included as part of Basic Services)	Kluber
On-site project representation	Not Provided
Post-occupancy evaluation	Not Provided
Other: Geotechnical (soil borings) and construction testing	Design-Builder



Programming:

- Assist Owner with identifying and documenting goals and objectives for the Project.
- Conduct interviews with end users, department staff and faculty.
- Develop Final Program Booklet that documents Project goals and objectives, and identifies Form, Function, Cost and Time parameters for the Project.

Civil Engineering:

- Kluber will retain Engineering Resource Associates (ERA) for Civil Engineering related services for the site development/improvements.

Landscape Design:

- Kluber will retain Upland Design Ltd. for Landscape Design related services for the site development/improvements as required to meet minimum standards for local ordinances.

Architectural Interior Design:

- Preliminary interior design product selections for interior finishes including color options and recommended building placement to Owner for approval.
- Refine interior design selections based upon initial Owner input.
- Present final interior design selections to the Owner and Design-Builder for formal approval.
- Document final interior design color selections on the contract documents prior to bidding.
- Note: Built-in casework design is included for the building as part of Basic Services.

Design Professional's Coordination of Design-Builder's Consultants:

- Coordination of Owner's and Design-Builder's consultants as required to complete Design Professional's Instruments of Service. Anticipated to be commissioning consultant and geotechnical engineer.

Telecommunications/Data Systems Design:

- Design includes interior building communications wiring, jack terminations, patch panels and associated MDF rack design and specifications.
- All other "Telecommunications and data equipment" will be provided by others. This includes but is not limited to routers, servers, switches, UPS units, and phone systems and handsets and desktop/laptop computers.

Door Control: Security Systems Design:

- Meet with the Owner to develop physical security objectives for Site Security, Access Control, and Surveillance and identify security measures to meet the identified objectives.
- Design and develop specifications for physical security systems including Door Access Control and Monitoring, Video Surveillance System and other security systems.
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structural cabling system and hardware to support associated security systems.

Furniture, furnishings, and equipment design:

- General layout of furniture for purposes of function and connection locations for the office area. Furniture bid package is not included as part of Basic Services.
- The Owner agrees to purchase from a government purchasing contract and will identify which furniture vendor will be assigned to coordinate purchase and design layout with Design Professional.
- Permanent garage equipment will be included as part of Basic Services and will be included in the bidding documents. This fixed equipment includes the following equipment:
 - Fixed lifts
 - Pits
 - Lubrication and fluid equipment
 - Wash bay equipment
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.

Site material storage bin design:

- Design Professional will provide design services for the site material storage bins.

Salt Dome design:

- Design Professional will provide performance based specifications for salt dome structure.



COMPENSATION

Kluber, Inc. proposes to provide the Basic Services described above for the fees noted below.

Kluber, Inc. proposes to provide the Additional Services described above for the fees scheduled below.

Compensation for Basic and Additional Services does not include the services of other independent professionals, associates, or other consultants. If they are required, our fee will be increased by the direct costs of those services multiplied by a factor of 1.15 for overhead, coordination and management of the delivery of those services.

Our billing for Services will be based on progress of the work performed and is outlined as follows:

Basic Services:

Master Planning for Site	\$9,280.00
Schematic Design Phase	\$66,495.00
Design Development Phase	TBD
Construction Documents Phase	TBD
Bidding/Negotiation Phase	TBD
Construction Administration Phase	<u>TBD</u>
Total Basic Services Fee:.....	\$75,775.00

Additional Services:

As requested	At Hourly Rates listed below
Civil Engineering for Schematic Design Phase	\$11,270.00
Balance of Additional Services	TBD

Reimbursable Expenses incurred in connection with our services, and our consultants, will be charged on the basis of cost, without additional markup. Anticipated reimbursable expenses for this project include expedited courier services, printing and plotting, document reproduction, premiums for professional liability insurance in excess of usual and customary coverage and models, renderings or professional photography, and are anticipated not to exceed \$750.00 for the Schematic Design Phase, balance of Basic Services reimbursable expenses not anticipated to exceed \$2,500.00.

Changes in services, when authorized, will be charged on an hourly rate as scheduled hereafter and amended annually in accordance with our hourly rate schedule (2024):

Kluber Design Professionals + Engineers Staff	Hourly Rate
Principal.....	\$232.00
Project Manager.....	\$181.00
Project Mechanical Engineer III.....	\$171.00
Project Mechanical Engineer II.....	\$144.00
Project Mechanical Engineer I.....	\$118.00
Project Electrical Engineer III.....	\$171.00
Project Electrical Engineer II.....	\$144.00
Project Electrical Engineer I.....	\$118.00
Project Structural Engineer III.....	\$171.00
Project Structural Engineer II.....	\$144.00
Project Structural Engineer I.....	\$118.00
Project Technologist.....	\$171.00
Project Design Professional III.....	\$139.00
Project Design Professional II.....	\$118.00
Project Design Professional I.....	\$98.00
Interior Designer III.....	\$118.00



Interior Designer II	\$98.00
Interior Designer I	\$81.00
Construction Observer.....	\$98.00
Senior Project Coordinator	\$81.00
Project Coordinator.....	\$61.00
Mark-up for hourly Projects (indirect costs, OH & P)	20.0%

Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Owner/Client and anyone claiming by, through, or under Owner/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses, up to the and not exceeding the insurance policy limits. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

TIMING

All services contemplated within this proposal shall be completed within 2 months after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above. This proposal is valid for a period of up to 30 days from the date noted on this proposal.

FINAL NOTE

If this proposal satisfactorily sets forth your understanding of our agreement, we would appreciate your authorization to proceed with this Work. We are available to discuss any aspect of this proposal with you at your convenience.

Kluber, Inc. appreciates the interest expressed in our firm and we look forward to serving your needs in the future.

Sincerely,

 Michael T. Kluber, P.E.
 President
 Kluber, Inc.

 Accepted (Signature) Date
 Ian Lamp, President
 By (printed name and title)

Confidentiality Notice: The contents of this proposal are confidential and may not be distributed to persons other than the Design-Builder.



VILLAGE OF HAMPSHIRE

RESOLUTION NO. 24-_____

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH LAMP INCORPORATED AND THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS
(Design-Build Services - New Public Works Facility)

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) are committed to protecting the health, safety and welfare of the residents of the Village; and

WHEREAS, the Public Works Department of the Village (“Public Works”) is responsible for maintaining all Village infrastructure and property, and provides public services including, without limitation, street sweeping and snow removal; and

WHEREAS, as the population of the Village increases, it is necessary for Public Works to obtain additional employees, vehicles and/or equipment to ensure that Public Works can efficiently, economically and effectively carry out its duties; and

WHEREAS, in connection with the foregoing, the Village is in the process of constructing a new Public Works facility (the “Project”); and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8) the Village may contract and be contracted with; and

WHEREAS, the Municipal Design-Build Authorization Act (65 ILCS 5/11-39.2-1, *et seq.*) authorizes the Village to use design-build processes to increase the efficiency and effectiveness of delivering public projects; and

VILLAGE OF HAMPSHIRE

WHEREAS, to undertake the Project, it is necessary for the Village to obtain design-build services (the “Services”); and

WHEREAS, Lamp Incorporated has offered to provide the Services to the Village in accordance with the terms of a design-build agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, in connection with providing the Services, Lamp Incorporated may contract with other entities to carry out portions of the Project; and

WHEREAS, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to authorize and approve an agreement with terms substantially the same as the Agreement;

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

SECTION 1. The Corporate Authorities hereby find that all of the recitals as contained in the preambles to this Resolution are full, true and correct and hereby incorporate and make them part of this Resolution.

SECTION 2. The Corporate Authorities hereby approve of and authorize the Agreement and authorize the President or his designee to execute and enter into the Agreement, with such insertions, omissions and changes as shall be approved by the Corporate Authorities. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required to carry out, give effect to and effectuate the purpose of this Resolution

VILLAGE OF HAMPSHIRE

and shall take all action necessary in conformity therewith. The Village is authorized to allocate and spend all necessary funds to fulfill the requirements of the Agreement and this Resolution.

SECTION 3. The officers, agents, and/or employees of the Village shall take all action necessary or reasonably required to carry out, give effect to and effectuate the purpose of this Resolution.

SECTION 4. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 5. That the provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7. If required by law, a full, true and complete copy of this Resolution shall be published in book or pamphlet form or in a newspaper published and of general circulation within the Village.

SECTION 8. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

VILLAGE OF HAMPSHIRE

ADOPTED THIS __ DAY OF _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

VILLAGE OF HAMPSHIRE

Exhibit A
(Agreement)

VILLAGE OF HAMPSHIRE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE
(RESOLUTION)

I, Karen L. Stuehler, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane and McHenry Counties, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution titled:

**A RESOLUTION AUTHORIZING AND APPROVING A SERVICE AGREEMENT
WITH LAMP INCORPORATED FOR THE VILLAGE OF HAMPSHIRE, COUNTIES
OF KANE AND MCHENRY, STATE OF ILLINOIS**
(Campus Site Planning and Schematic Design - New Public Works Facility)

I certify that on _____, 2024, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law) passed and adopted Resolution No. _____, which was approved by the Village President on the _____ day of _____, 2024.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

A copy of such Resolution was available for public inspection upon request in the office of the Village Clerk.

DATED at Hampshire, Illinois, this _____ day of _____, 2024.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

AGENDA SUPPLEMENT

TO: Village President and Board of Trustees
Village Manager
FROM: Mark Schuster / Special Counsel
DATE: January 4, 2024
RE: Midwest Companies -- Brier Hill Ventures, LLC (Special Service Area for back-up maintenance of stormwater management facilities at Midwest Companies recycling facility site on Brier Hill Road)

Background

Midwest Companies has obtained Village approvals to improve a site on Brier Hill Road with a new re-cycling facility; the site improvements will include necessary detention/retention of stormwater.

The Village has proposed to establish a back-up Special Service Area to pay the costs of maintaining the detention/retention area in the event that the owner neglects necessary work.

Pursuant to the Kane County Stormwater Regulations (adopted by the Village in Ch. 11 of the Village Code), the owners of territory for which stormwater management facilities are required must consent to a back-up Special Service Area to assure future maintenance of the stormwater management facilities on the site. The Village proposes to establish this Special Service Area in order to remain in compliance with County regulations and to retain its status as a Certified Community under those regulations.

The special service area will include the ±18 acres owned by Brier Hill Ventures, LLC at this site.

A public hearing regarding the proposal to establish the new Special Service Area must be held "...not less than 60 days after the adoption of the ordinance proposing the establishment of a special service area..." Notice of the hearing date shall be given to the property owners by mail and by publication.

The Ordinance shall set a public hearing date for some date after March 4, 2024 [see Paragraph 1 in draft Ordinance – fill in the date here].

March 7, 2024 would be the next regular meeting date of the Board of Trustees after the expiration of the 60-day waiting period.

Action(s) Needed

- A. Review and approve an Ordinance Proposing to create SSA #30 re the Brier Hill Ventures, LLC project on Brier Hill Road. .
- B. Follow up on March 21, 2024 with public hearing, and an Ordinance establishing the new Special Service Area.

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. 24 -

AN ORDINANCE PROPOSING THE ESTABLISHMENT OF SPECIAL SERVICE AREA
#30 IN THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES,
ILLINOIS

ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF HAMPSHIRE

THIS ____ DAY OF _____, 2024

Published in pamphlet form by authority of the
President and the Board of Trustees of the
Village of Hampshire, Illinois this ____ day of
_____, 2024.

No. 24 -

**AN ORDINANCE
PROPOSING THE ESTABLISHMENT OF SPECIAL
SERVICE AREA #30 IN THE VILLAGE OF HAMPSHIRE
(Brier Hill Ventures, LLC – Stormwater Management Facility)**

WHEREAS, the Village may consider and establish certain special service areas within its municipal limits, pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Services Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the following described property in the Village (the “Subject Property”) will be served by certain special services, to wit: stormwater management facilities (the “Facilities”):

See attached Legal Description of Subject Property
Exhibit “A”

PIN: 01-24-300-018 and 01-25-100-009
Commonly known as: 370 South Brier Hill Road, Hampshire, IL 60140

WHEREAS, the special services (“Special Services”) shall consist of the following:

Maintenance of the stormwater management facilities located on the property identified on Exhibit “A” attached hereto and incorporated herein by this reference, consisting of the operation, maintenance, repair, rehabilitation, replacement and reconstruction of any components of said stormwater management facilities, including but not limited to the detention/retention area(s), storm sewers and pipes, and including the costs of consulting services, surveying and permits, public liability insurance, and all administrative, legal, and other costs or expenses incurred in connection with the administration of the Area, including also but not limited to erosion control, nuisance control, and sedimentation control, sediment removal, structural maintenance and replacement, removal of debris, and/or re-grading, re-seeding, or re-planting, as from time to time deemed necessary and appropriate.

WHEREAS, as to this proposal to establish a new Special Service Area in the Village, the Corporate Authorities find as follows:

- A. It is in the public interest that the creation of the area hereinafter described be considered as a Special Service Area for the purposes set forth herein;
- B. Said area is compact and is contiguous;
- C. Said area will benefit specially from the Special Services described above and to be provided in the area; and

- D. A special service area ought to be created, not for primary responsibility for such services, but as a back-up mechanism to provide funds for the Special Services, in the event that the owner shall fail or refuse to provide such maintenance as otherwise required by the Village's Stormwater Regulations; and
- E. The proposed Special Services are in addition to municipal services provided in the Village as a whole, and it is, therefore, in the best interest of the Village that the levy of special taxes in said area for the services be considered at this time.

WHEREAS, the Village Manager has determined the maximum tax rate required to produce a tax to be levied upon all taxable property within the area, sufficient for the Special Services, and said tax rate shall be and is incorporated herein; and

WHEREAS, said annual rate shall be levied and extended only in the event that the owner of the Subject Property, its successors or assigns, designated as having primary responsibility for the Special Services, fail(s) to adequately carry out its duties under the terms of the Village's Stormwater Regulations, after written notice specifying the defects in such maintenance, or payment, and failure thereafter to remedy same for a period of not less than fifteen (15) days; then said annual rate shall be levied and extended as necessary to produce revenue sufficient to provide for the Special Services, or to reimburse the Village for payment for providing such Special Services, which levy shall be in addition to all other taxes permitted by law.

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

1. A public hearing shall be held on March 21, 2024 commencing at 7:00 p.m. at the Hampshire Village Hall, 234 South State Street, Hampshire, Illinois to consider the creation of Special Service Area No. 30 of the Village of Hampshire, in the territory described in Section 2 hereof, and otherwise known as 370 South Brier Hill Road, Hampshire, IL, for the following purposes:

Maintenance of the stormwater management facilities located on the property identified on Exhibit "A" attached hereto and incorporated herein by this reference, consisting of the operation, maintenance, repair, rehabilitation, replacement and reconstruction of any components of said stormwater management facilities, including but not limited to the detention/retention area(s), storm sewers and pipes, and including the costs of consulting services, surveying and permits, public liability insurance, and all administrative, legal, and other costs or expenses incurred in connection with the administration of the Area, including also but not limited to erosion control, nuisance control, and sedimentation control, sediment removal, structural maintenance and replacement, removal of debris, and/or re-grading, re-seeding, re-planting, controlled burning, and/or mowing as from time to time deemed necessary and appropriate.

This special service area is not and shall not be for primary responsibility for the Special Services, but as a back-up mechanism to provide funds for such Special Services or in the alternative for reimbursement to the Village for funds expended to provide such Special Services, in the event that the owner, its successors or assigns, shall fail to provide the Special Services, or payment therefor, as the case may be.

2. Hampshire Special Service Area 30 (the “Subject Property”) shall consist of the following territory in the Village, legally described as follows:

See attached Legal Description of Subject Property
Exhibit “A”

PIN: 01-24-300-018 and 01-25-100-009
Commonly known as: 370 South Brier Hill Road, Hampshire, IL 60140

3. At the public hearing, there will be considered a special tax at a maximum rate equal to \$1.50 per \$100.00 of equalized assessed valuation of all property located within the proposed Special Service Area, to be levied by ordinance duly enacted by the Corporate Authorities of the Village in accordance with the conditions expressed in this Ordinance for the estimated costs of the Special Services, or in the alternative, for reimbursement of the actual costs incurred by the Village in providing such Special Services.

4. Notice of the public hearing shall be published at least once, and not less than fifteen (15) days prior to the date described in Paragraph 1 above for the public hearing, in one or more newspapers in general circulation in the Village.

5. In addition, notice by mailing shall be given by depositing said notice in the U.S. mails addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area. Said notice shall be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed as the owner of the property, on the tax rolls before such year.

6. The Village shall produce and file, if necessary, such forms, statements, proceedings, and supporting documents as may be required, and in a timely manner, in order to establish the Special Service Area and to levy all taxes and if deemed necessary or advisable by its officers.

7. The Village shall have a right to go over and across the Subject Property described in this ordinance for purposes of access to the Facilities, and the right to go upon, over and across the territory comprising the Special Service Area for the purposes set forth herein.

8. The Recitals set forth above are hereby incorporated herein and made a part of this enactment.

8. All ordinances, resolutions, motions and orders, and parts thereof, in conflict with this Ordinance shall be and are, to the extent of any such conflict, hereby superseded and waived.

9. 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

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

ADOPTED THIS ____ DAY OF _____, 2024, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS ____ DAY OF _____, 2024.

Michael J. Reid, Jr.
Village President

ATTEST:

Karen Stuehler
Village Clerk

EXHIBIT "A"

Legal Description

That part of the Southwest Quarter of Section 24 and part of the Northwest Quarter of Section 25, Township 42 North, Range 6 East of the Third Principal Meridian, described more particularly as follows:

Commencing at the Southeast corner of said Southwest Quarter of Section 24; thence South 89 degrees 21 minutes 37 seconds West (bearing based on NAD 83 Illinois State Plane Coordinate System, East Zone (2011 adjustment)), along the South line of said Southwest Quarter, 30.00 feet to the apparent west right of way line of Brier Hill Road as occupied and shown on document 2017K030623, said line being 30.00 feet West of and parallel to the east line of said Northwest Quarter of Section 25, said point also being the point of beginning;

Thence South 00 degrees 09 minutes 45 seconds East along said west line, 584.10 feet to a point on the north line of Soo Line Railroad (also or formerly known as Chicago, Milwaukee, St. Rail and Pacific Railroad Company), said line being 50.00 feet north of and parallel to the centerline of said railroad as occupied; thence North 64 degrees 11 minutes 05 seconds West along said north line, 728.47 feet; thence North 00 degrees 09 minutes 45 seconds West parallel with the said east line of Section 25, 259.56 feet to a point on the north line of said Northwest Quarter; thence North 00 degrees 11 minutes 33 seconds West parallel with the said east line of Section 24, 734.58 feet; thence North 89 degrees 29 minutes 56 seconds East parallel with the north line of the Southeast Quarter of the Southwest Quarter of said Section 24, 654.88 feet to a point on said apparent west right of way line of Brier Hill Road as occupied; thence South 00 degrees 11 minutes 33 seconds East parallel with a line 30.00 feet west of and parallel to the east line of said Southwest Quarter of Section 24 and also along said apparent west line of Brier Hill Road, 733.00 feet to the point of beginning, all in Kane County, Illinois.

Containing 756,783 square feet or 17.373 acres, more or less.

PIN: 01-23-300-018 and 01-25-100-009

Common Address: 370 South Brier Hill Road, Hampshire, Illinois 60140

STATE OF ILLINOIS

COUNTY OF KANE

CLERK'S CERTIFICATE

I certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane and McHenry Counties, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

I certify that on _____ 2024, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law), at a regular meeting, passed and adopted Ordinance No. _____, which was approved by the Village President on the ____ day of _____, 2024.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, et seq.).

The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on _____, 2024 and continuing for at least ten (10) days thereafter.

Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk and online.

DATED at Hampshire, Illinois, this ____ day of _____, 2024.

Karen Stuehler
Village Clerk



To: Village of Hampshire

From: Engineering Enterprises, Inc.

Date: January 5, 2024

Re: Midwest/Brier Hill Ventures – Plat of Easement

EEI Job #: HA2026-D

Background

The Midwest Brier Hill Ventures development on Brier Hill Road included the construction of a detention basin at the south end of the property to provide detention for the 18-acre development area. The owner is responsible for the maintenance of the detention basin. However, the stormwater ordinance requires that a stormwater management easement be provided over all detention areas in the event the Village needs to access the site for emergency repairs or if the developer fails to maintain the basin.

The Plat of Easement grants the required stormwater management easement.



January 5, 2024

Michael Mondus, P.E., CFM (via email)
SPACECO INC.
975 Higgins Road, Suite 700
Rosemont, IL 60018

**Re: Briar Hill Ventures – Midwest Companies
Plat of Easement – Stormwater Management
Village of Hampshire**

Mr. Mondus:

We are in receipt of the following items for the above referenced project:

- Plat of Easement, dated September 10, 2023, and prepared by SPACECO INC.

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to standard land surveying practices. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

Plat of Easement

1. We have reviewed the Plat of Easement and find it to be in general conformance with Village requirements and standard land surveying practices. Therefore, we recommend approval of the Plat.
2. A signed Mylar should be provided to the Village for signature and processing (note the expiration date on the land surveyor's license needs to be updated before producing the Mylar).

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

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in blue ink, appearing to read 'Timothy N. Paulson'.

Timothy N. Paulson, P.E., CFM
Senior Project Manager

TNP/MGS

pc: Jay Hedges, Village Manager (Via e-mail)
Karen Stuehler, Village Clerk (Via e-mail)
Lori Lyons, Finance Director (Via e-mail)
Mo Kahn, Assistant Village Manager (Via e-mail)
James Vasselli, Village Attorney (Via e-mail)
Jerry McCabe, Midwest Companies, LLC (Via e-mail)

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. 24 -

AN ORDINANCE APPROVING A PLAT OF EASEMENT FOR STORMWATER
MANAGEMENT FOR BRIER HILL VENTURES/MIDWEST COMPANIES IN THE
VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS

ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF HAMPSHIRE

THIS ____ DAY OF _____, 2024

Published in pamphlet form by authority of the
President and the Board of Trustees of the
Village of Hampshire, Illinois this ____ day of
_____, 2024.

No. 24 -

**AN ORDINANCE
APPROVING A PLAT OF EASEMENT FOR STORMWATER MANAGEMENT
FOR BRIER HILL VENTURES/MIDWEST COMPANIES**

WHEREAS, the Midwest Brier Hill Ventures Development at 370 South Brier Hill Road, Hampshire IL, 60140 included the construction of a detention basin to provide detention for the eighteen (18) acre development area; and

WHEREAS, the property owner is responsible for the maintenance of the detention basin area; and

WHEREAS, the Kane County Stormwater Management Ordinance requires a stormwater management easement to be provided over all detention areas in the event the Village of Hampshire (the “Village”) needs access to the site for emergency repairs or if the property owner fails to maintain the basin; and

WHEREAS, the Village Engineer has reviewed and approved the Plat of Easement, attached hereto as Exhibit A, prepared by Spaceco, Inc. and dated September 21, 2021.

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

Section 1. The Plat of Easement, prepared by Spaceco, Inc. and prepared September 21, 2021, shall be and hereby approved.

Section 2. The Recitals set forth above are hereby incorporated herein and made a part of this enactment.

Section 3. All ordinances, resolutions, motions and orders, and parts thereof, in conflict with this Ordinance shall be and are, to the extent of any such conflict, hereby superseded and waived.

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

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

ADOPTED THIS ____ DAY OF _____, 2024, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS ____ DAY OF _____, 2024.

Michael J. Reid, Jr.
Village President

ATTEST:

Karen Stuehler
Village Clerk

STATE OF ILLINOIS

COUNTY OF KANE

CLERK'S CERTIFICATE

I certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane and McHenry Counties, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

I certify that on _____ 2024, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law), at a regular meeting, passed and adopted Ordinance No. _____, which was approved by the Village President on the ____ day of _____, 2024.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, et seq.).

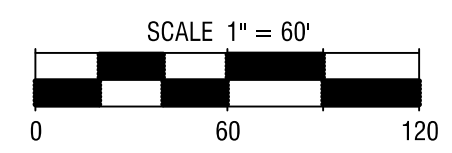
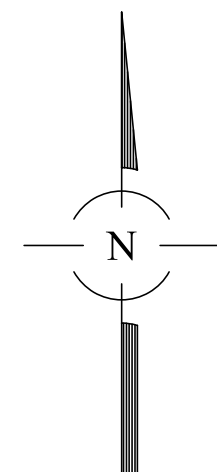
The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on _____, 2024 and continuing for at least ten (10) days thereafter.

Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk and online.

DATED at Hampshire, Illinois, this ____ day of _____, 2024.

Karen Stuehler
Village Clerk

PLAT OF EASEMENT



BASIS OF BEARINGS:
TRUE NORTH BASED ON GEODETIC
OBSERVATION IL EAST ZONE

IR = IRON ROD
IP = IRON PIPE
(M) = MEASURED
(R) = RECORD

STORMWATER MANAGEMENT EASEMENT
HEREBY GRANTED

PROPERTY DESCRIPTION (STORM WATER MANAGEMENT EASEMENT):

THAT PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 21 MINUTES 37 SECONDS WEST (BEARING BASED ON NAD83 ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (2011 ADJUSTMENT)), ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 38.00 FEET TO A POINT ON A LINE 30.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER, SAID PARALLEL LINE BEING THE APPARENT WEST RIGHT OF WAY LINE OF BRIER HILL ROAD; THENCE SOUTH 00 DEGREES 09 MINUTES 45 SECONDS EAST, ALONG SAID WEST LINE, 209.62 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 00 DEGREES 09 MINUTES 45 SECONDS EAST, 374.47 FEET TO A POINT ON THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AS OCCUPIED; THENCE NORTH 64 DEGREES 11 MINUTES 03 SECONDS WEST ALONG SAID NORTHERLY LINE, 728.47 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 45 SECONDS WEST, 55.03 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 22 SECONDS EAST, 654.87 FEET, TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF KANE }

THIS IS TO CERTIFY THAT _____ IS/ARE OWNER OF THE PROPERTY DESCRIBED HEREON AND THAT IT HAS CAUSED THE SAID PROPERTY TO BE PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE THEREON INDICATED.

DATED THIS _____ DAY OF _____, A.D. 20____.

SIGNED: _____

PRINTED NAME AND TITLE _____

ADDRESS: _____

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF _____ }

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID,

DO HEREBY CERTIFY THAT _____

_____ TITLE _____

OF _____ WHO IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/ THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL
DATED THIS _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC _____

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF _____ }

THE UNDERSIGNED, _____ AS MORTGAGEE, UNDER THE PROVISIONS OF CERTAIN MORTGAGE DATED AND RECORDED IN THE RECORDER'S OFFICE

OF _____ COUNTY, ILLINOIS ON THE _____ DAY OF _____, A.D. 20____.

AS DOCUMENT NUMBER _____, HEREBY CONSENTS TO THE SUBDIVISION STATED HEREIN.

DATED THIS _____ DAY OF _____, 20____.

BY _____

PRINTED NAME AND TITLE _____

ATTEST _____

MORTGAGEE'S NOTARY PUBLIC

STATE OF ILLINOIS } SS
COUNTY OF _____ }

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY

OF SAID BANK WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND DELIVERED THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

VILLAGE CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF KANE }

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, ILLINOIS.

THIS _____ DAY OF _____, 20____.

VILLAGE PRESIDENT _____

VILLAGE CLERK _____

STORMWATER MANAGEMENT EASEMENT PROVISIONS:

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF HAMPSHIRE AND TO ITS SUCCESSORS AND ASSIGNS, OVER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT" (abbreviated S.M.E.) ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE STORM SEWERS AND THE STORMWATER MANAGEMENT AREA, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, SANITARY SEWERS, WATER MAINS, ELECTRIC AND COMMUNICATION CABLES, CONNECTIONS, DITCHES, SWALES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT. NO CHANGE TO THE TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES WITHIN THE EASEMENT AREA SHALL BE MADE WITHOUT EXPRESS WRITTEN CONSENT OF THE VILLAGE ENGINEER, BUT SAME MAY BE USED FOR PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

THE OWNER OF THE PROPERTY SHALL REMAIN RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER MANAGEMENT AREA AND APPURTENANCES. THE VILLAGE OF HAMPSHIRE WILL PERFORM ONLY EMERGENCY PROCEDURES AS DEEMED NECESSARY BY THE VILLAGE ENGINEER OF THE VILLAGE OF HAMPSHIRE.

THE VILLAGE OF HAMPSHIRE AND ITS REPRESENTATIVES SHALL, AT THEIR SOLE DISCRETION, REQUIRE ANY FENCE, STRUCTURE OR OTHER OBSTRUCTION THAT IS ERRECTED WITHIN A STORMWATER MANAGEMENT EASEMENT, BE REMOVED AT NO COST TO THE VILLAGE. THE COST OF REMOVAL AND REPLACEMENT OF ANY OBSTRUCTION AND ANY OTHER VILLAGE EXPENSES ASSOCIATED THEREWITH SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY UPON WHICH THE EASEMENT OBSTRUCTION IS LOCATED.

THE VILLAGE SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT THE VILLAGE SHALL BE OBLIGATED FOLLOWING MAINTENANCE WORK TO 1) STABILIZE ALL SURFACES (IN ANY MANNER SUITABLE TO THE VILLAGE) SO AS TO RETAIN SUITABLE DRAINAGE; 2) TO REMOVE ALL EXCESS DEBRIS AND SPOIL AND 3) TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

STATE OF ILLINOIS } SS
COUNTY OF COOK }

WE, SPACECO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-001157 DO HEREBY DECLARE THAT WE HAVE PREPARED THE PLAT HEREON DRAWN FOR THE PURPOSE OF GRANTING AN EASEMENT AS SHOWN, AND THAT THE PLAT IS AS A TRUE AND CORRECT REPRESENTATION OF SAID EASEMENT.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.

GIVEN UNDER OUR HAND AND SEAL THIS _____ DAY OF _____, 20____ IN ROSEMONT, ILLINOIS.

JORDAN A. LESKOVISEK, P.L.S. No. 035-0056
LICENSE EXPIRES: 11-30-2022
jleskovisek@spacecoinc.com
(VALID ONLY IF EMBOSSED SEAL AFFIXED)

REVISIONS:
09/21/2021

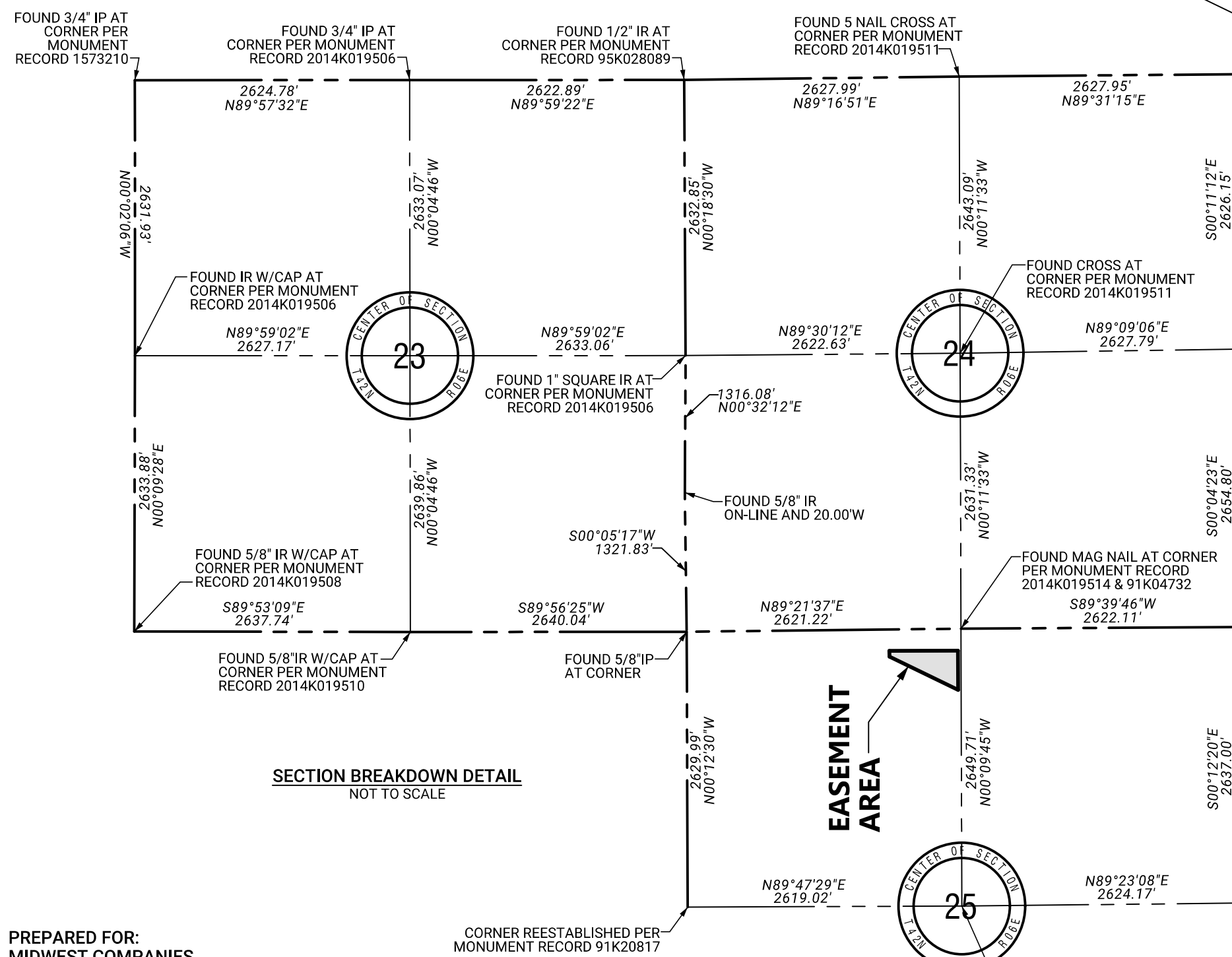


CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

DATE: 09/10/2021
JOB NO: 11250
FILENAME: 11250EASE-01
SHEET 1 OF 1

FOR REVIEW PURPOSES ONLY



PREPARED FOR:
MIDWEST COMPANIES
275 SOLA DRIVE
GILBERTS, ILLINOIS 60136



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: Mo Khan, Assistant Village Manager for Development
FOR: Village Board Meeting on January 18, 2024
RE: Authorizing Expenditure for Asphalt Hopper in the Amount of \$35,547

Background: The Village’s Streets Division is responsible for repairing potholes and other deficiencies in Village-owned streets. The purchase of the asphalt hopper is a budgeted item for Fiscal Year 2024.

Analysis: The purchase of an asphalt hopper will allow the Streets Division to be more effective and efficient when making pothole and other street repairs. This purchase will reduce staff-time on each repair and allow for more pothole and other street repairs to be completed in the same period of time.

Streets Supervisor Starrett received two quotes for an asphalt hopper, which are provided in the table below:

Vendor	Amount*
Sherwin Industries	\$35,457
Stepp Mfg.	\$41,536

*Full Quotes are attached to this Agenda Supplement

Based on the quotes received, Streets Supervisor Starrett is recommending the purchase of the asphalt hopper from Sherwin Industries in the amount of \$35,457, which is \$5,457 over the budgeted amount of \$30,000 for Fiscal Year 2024.

Recommendation: Staff request approval of the Resolution authorizing the expenditure for asphalt hopper in the Amount of \$35,547.

Exhibits:

1. Resolution #23-XX

2. Sherwin Industries Quote
3. Stepp Mfg. Quotes

RESOLUTION NO. 23-

A RESOLUTION APPROVING THE PURCHASE OF AN ASPHALT HOPPER FOR THE VILLAGE OF HAMPSHIRE

WHEREAS, THE Village of Hampshire, Kane & McHenry Counties, Illinois (the “Village”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Village is in need an asphalt hopper for the pothole and other street repairs; and

WHEREAS, the Village has budgeted for the purchase of an asphalt hopper in the Fiscal Year 2024 Budget in the amount of \$30,000.

WHEREAS, Village staff have received two quotes for an asphalt hopper; and

WHEREAS, the quote from Sherwin Industries was the lowest in the amount of \$35,547.

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

SECTION ONE: The preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

SECTION TWO: The corporate authorities of the Village of Hampshire hereby approve the authorization for the purchase of an asphalt hopper by Sherwin Industries in the amount of \$35,547, as specified in Exhibit A attached hereto.

SECTION THREE: SEVERABILITY. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

ADOPTED THIS 18th day of January 2024, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 18th day of January 2024.

Michael J. Reid, Jr.
Village President

ATTEST:

Karen Stuehler
Village Clerk

Sherwin Industries, Inc. 2129 West Morgan Avenue Milwaukee, WI 53221 Phone: 414-281-6400 Fax: 414-281-0691		<h1>QUOTE</h1>		DATE: 8/22/23	
QUOTED TO: Attn: Dave Starrett Village of Hampshire		JOB DESIGNATION: Hot Box			
		PROJECT START DATE: TBD			
		SHIPMENT- 90-120 DAY AFTER ORDER ENTRY			
		BID DATE: N/A			
CONTACT NAME: Dave Starrett		BID #: N/A			
PHONE: 847-980-9795		DURATION OF QUOTE: 21Days			
FAX:		F.O.B: Origin			
EMAIL:					
SHIP TO:		PAYMENT TERMS: Due Upon Receipt			
		QUOTED BY: Michael West			
		SALES REGION CODE: IL			
DESCRIPTION	QUANTITY	UNIT	PRICE	Estimated Shipping	EXTENSION PRICE
Spaulding 3 Ton Air Jacketed Hot Box Non Dump Trailer	1		\$22,885		\$22,885
Includes-					
Manual Top Doors					STD
Diesel Bruner 105,000 BTU Single					\$1475
Auto Temp control 12V DC Operations					STD
LED Lighting					STD
3/8 HD Safety Chains/DOT Grade 70					STD
Tandem Axle Trailer w/ electric Brakes and Break away					STD
18-34" Adjustable Hitch, 28" Long Tongue, 3 " Pintle					STD
Solvent Tank for Shovels					\$300
5 piece Tool Holder					\$250
Catwalk and Step					\$1150
Top Door Strobe Light					\$490
4- 4 inch red LED Stop, Turn Tail lights					STD
Orange Painted					STD
7 pin Flat Rv Style electric Hookup					STD
Hydraulic Rear Door					\$1850
Hydraulic Dump Hopper with Battery Charger					\$5100
SHIPPING-ESTIMATE DEPENDS ON RATES AT TIME OF DELIVERY.				Included in total price \$1957	
TOTAL					\$35,457.00

COMMENTS:

1. Pricing does not include applicable tax.
2. Estimated time to ship quoted at time of order- ESTIMATED AT 90-120 DAYS AFTER ORDER ENTERED.



QUOTE SPH23-53

WWW.STEPPMFG.COM

Jason@steppmfg.com / VP Sales
 Charlie@steppmfg.com / East Coast Rep ~ Carl@steppmfg.com / Midwest Rep
 Cody@steppmfg.com / North East Central Rep ~ JodyMoses@gmail.com / South Atlantic Rep

Stepp Manufacturing Co., Inc. 12325 River Road North Branch MN 55056 Ph: 651-674-4491 Fax: 651-674-4221

TO	COMPANY	BEC
PHONE/FAX	ADDRESS	
EMAIL	CITY/STATE/ZIP	

END CUSTOMER: Village of Hampshire

DATE	EARLIEST SHIP	FOB	SALES REPRESENTATIVE	
5/17/2023	240-300 Days Aro	FACTORY	CODY SCHULTZ	
ITEM #	DESCRIPTION	QTY	UNIT TOTAL	LINE TOTAL
SPH 2.0	Stepp Premix Heater-SPH 2.0 Cubic Yard [3 ton]	1	21,769.00	\$ 21,769.00
	Air jacketed, includes lights, electric brakes and burner			
	Diesel Burner Enclosure	1	663.00	663.00
	Diesel Burner with Automatic Temperature Controls	1	6,593.00	6,593.00
	Flush Mounted Strobe Light (SET OF 2)	1	913.00	913.00
	Beacon Style Strobe Light	1	457.00	457.00
	10# Fire Extinguisher	1	335.00	335.00
	Spare Tire w/ Holder	1	679.00	679.00
	Stainless Steel Tool Holder	2	167.00	334.00
	LED LIGHTS	1	528.00	528.00
	Options to Consider:			
Highly Recommended	Dump trailer power up and power down	7,925.00		
Highly Recommended	Washdown System	1,002.00		
Highly Recommended	Hose Reel for Washdown	751.00		
Highly Recommended	Shovel Cleaning Compartment	976.00		
Highly Recommended	Platform w/ Railing and Steps (not available with tack	1,029.00		
Highly Recommended	Compactor Plate Carrier	2,173.00		
	Wacker WP 1550 AW Plate Compactor	3,896.00		
	Compactor Plate Carrier hold down	607.00		

Add to Subtotal

NOTE: CANNOT PROCESS ORDER UNTIL SPECIFIED
PAINT: Highway Orange
LIGHT PLUG: 7 Pin RV
HITCH: 3" Pintle

All prices herein quoted are exclusive of sales, use, and other excise taxes. All such taxes, and any other taxes measured in whole or part, by gross receipts applicable to this transaction are to be borne by the purchaser. All export, import, and other duties, tariffs, and customs shall be paid for by the purchaser. If exemption is claimed by the purchaser from any of the foregoing, the purchaser shall furnish satisfactory proof of such exemption. *Please note: This quote is valid for 20 days from the above date.

Subtotal	\$ 32,271.00
	7,925.00
	* 40.196
% Tax	
Freight	1,340.00
Total Due	\$ 33,611.00
	* 41,536

Add dump trailer

Please remit back a signed copy to process the quote as an order to jason@steppmfg.com

Ordered By Signature _____

Approved By Signature _____

INTERNAL USE ONLY:

Stepp Order #	Down Payment	Amount:	
Date Ordered	Credit Card	Card Type	
Delivery Date	Card Number:		
P. O. #	On Terms	X	
Ship Via	Letter of Credit		

Special Instructions:



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: Mo Khan, Assistant Village Manager for Development
FOR: Village Board Meeting on January 18, 2024
RE: Authorizing Expenditure for Meter Couplings and Check Valves in the Amount of \$25,413

Background: The Village is seeing an increase in new residential construction in the past year. In the first seven months of FY2024, the Village has seen 210 new residential construction begin. This is an increase of 169% compared to the same time period of FY2023, which saw only 78 new residential construction. With the approval of additional residential subdivision projects, the Village will see this number be maintained at minimum if not increased in FY2025. For each, new residential construction the Village needs to furnish water meters, two components of the meters are the meter coupling and check valve.

Analysis: The Village Manager authorized the purchased 300-meter couplings and check valves from Water Products Company in the total amount of \$25,413.00. In December this purchase was made to keep up with the demand of new residential construction occurring, and that the Village's primary supplier, Core & Main, as well as Water Products Company are experiencing significant supply shortage for any brass parts, which include the meter couplings and check valves.

Utilities Supervisor Mark Montgomery initially contacted Core & Main to purchase 50-meter couplings on 11/20/2023, which the supplier could not fulfill. Mark again contacted Core & Main for the couplings on 12/18/2023 and the supplier could not still fulfill the order stating the supply shortage issues. By this time, the Village had 15 residential units that required water meter installations for the project to be finished.

To meet the needs, Village staff reached out to a competitor supplier, Water Products Company, for the materials. Water Products Company stated they were experiencing the same supply shortage but at that time had 300-meter couplings and check valves on hand. In order to meet the needs at the time and expected future needs, Village Manager Hedges authorized

the purchase of the available supplies due to the information received from both suppliers that there is a shortage of these materials.

Any expenditure exceeding \$25,000 requires the approval of the Village Board prior to the expenditure occurring. However, Village Manager Hedges authorized an emergency purchase due to immediate and future needs. We now ask for retroactive Village Board approval.

Recommendation: Staff request approval of the Resolution retroactively authorizing the expenditure for meter couplings and check valves in the Amount of \$25,413.

Exhibits:

1. Resolution #23-XX
2. Exhibit A: Invoice

RESOLUTION NO. 23-

A RESOLUTION APPROVING THE PURCHASE OF METER COUPLINGS AND CHECK VALVES FOR THE VILLAGE OF HAMPSHIRE

WHEREAS, THE Village of Hampshire, Kane & McHenry Counties, Illinois (the “Village”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Village is in need of meter couplings and check valves for water meters; and

WHEREAS, the Village staff was informed there is a shortage of meter couplings and check valves by its primary vendor, Core & Main; and

WHEREAS, Core & Main were unable to fulfill the needs of the Village; and

WHEREAS, Village staff was able to locate and purchase the meter couplings and check valves from a competitive vendor, Water Products Company.

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

SECTION ONE: The preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

SECTION TWO: The corporate authorities of the Village of Hampshire hereby approve the Village Manager’s authorization of the purchase of three hundred (300) meter couplings and check vales for the water meters in the amount of \$25,413, as specified in Exhibit A attached hereto.

SECTION THREE: SEVERABILITY. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

ADOPTED THIS 18th day of January 2024, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 18th day of January 2024.

Michael J. Reid, Jr.
Village President

ATTEST:

Karen Stuehler
Village Clerk



INVOICE

0320275 - 12/20/23

Exhibit A

1 of 1
12/20/23
16:01:03

REMIT TO:

WATER PRODUCTS-AURORA
P.O. BOX 50
AURORA, IL 60507-0050

WAREHOUSE: 001

WATER PRODUCTS-AURORA
3255 EAST NEW YORK
AURORA, IL 60504

Telephone: 630-898-6100



SOLD TO: 202314 **From Order: 2386458**

VILLAGE OF HAMPSHIRE
P O BOX 457
HAMPSHIRE, IL 60140-0457

SHIP TO:

VILLAGE OF HAMPSHIRE
350 Mill Ave
HAMPSHIRE, IL 60140

CUSTOMER PO	JOB NAME	JOB #	SLS	DUE DATE	SHIP DATE	SHIPPING METHOD
			MR	1/19/24	12/20/23	Our Truck

LINE	ITEM/DESCRIPTION	UOM	QTY	UNIT PRICE	TAX	TERM	DISCOUNT	EXTENDED
1	/00000257609 CHECK	EA	258	98.5000	N	.0		25,413.00
	WATTS LF7R10-U2 1 X 3/4 DUAL							

ON LINE BILL PAYMENT AVAILABLE ON OUR WEBSITE
 WATERPRODUCTSCOMPANY.COM/PAYMENT-PORTAL
 OR CONTACT OUR OFFICE 630-898-6100

 MERCHANDISE CANNOT BE RETURNED WITHOUT PRIOR AUTHORIZATION
 Any shortages or discrepancies concerning this order must be reported within 24 hours.

66 of 97

Subtotal:	25,413.00
Tax:	.00
Freight:	.00
Other:	.00
Total Due:	25,413.00



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: Mo Khan, Assistant Village Manager for Development
FOR: Village Board Meeting on December 21, 2023
RE: Text Amendment regarding Outdoor Lighting

Background: The Planning & Zoning Commission recommended approval of the proposed text amendments by adding Sec. 6-3-16 to the Zoning Code, titled "Outdoor Lighting." The purpose of the text amendment is to add language that will regulate outdoor lighting to not have an adverse effect on adjacent properties. Regulations include but not limited to illumination standards, height standards, and list of exempted and prohibited lighting.

Analysis: The Zoning Code has minimal code language that regulates outdoor lighting. Due to this there may be inadvertent adverse effects on adjacent properties, especially in the instance of when a non-residential property/use abuts a residential property/use. The intent of the proposed text amendment is to allow private properties to illuminate their property as they see fit while minimizing or eliminating the adverse effect on adjacent properties, such as minimizing or preventing light spillage/pollution.

The proposed text amendments are generally summarized below:

1. Applicability of the code: This section identifies when the code is applicable and lights that are exempted from the code, including holiday and landscape lighting, public streetlights, and temporary lighting as defined.
2. General Requirements: This section identifies general requirements for all outdoor lighting to be installed and the determination of non-residential versus residential properties.
3. Illumination Standards: This section identifies the maximum illumination or brightness levels permitted for outdoor lighting.
4. Measurement: This section identifies how light measurements shall occur to determine compliance with the code.

5. Height Standards: This section identifies the maximum height allowed for outdoor lighting.

Recommendation: To approve the proposed text amendment to add Sec. 6-3-16 Outdoor Lighting as attached to this memo.

Exhibits:

1. Exhibit A: Planning & Zoning Commission Agenda Supplement
2. Exhibit B: Certificate of Publication
3. Exhibit C: Outdoor Lighting Text Amendment - Red-Line



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

Agenda Supplement

TO: Chairman Mroch; Planning and Zoning Commission
FROM: Josh Wray, Assistant to the Village Manager
FOR: Planning & Zoning Commission Meeting, November 13, 2023
RE: Outdoor Lighting

Background: The PZC previously reviewed potential changes to the Village’s outdoor lighting regulations based on an example ordinance Commissioner Duchaj suggested from Will County. Staff has reviewed potential changes and has provided draft regulations for the PZC’s consideration.

Analysis: The Village has very little in its current outdoor lighting regulations. The two existing concepts are that light must be arranged so as to not direct or reflect light directly onto an adjacent residential zoning district and that outdoor lighting must be extinguished no later than 30 minutes after the close of business. The former is retained in the attached draft regulations, but the later has been removed at the recommendation of the Commission during its initial review in an effort to limit the liability the Village may have in requiring lighting to be shut off at night (e.g., limited visibility in parking lots contributing to an accident). There are not currently any specific standards for illumination.

The attached draft regulations are taken largely from the Village of Montgomery’s and Will County’s local codes (the Village of Montgomery’s regulations were recommended by EEI since they were developed in recent years through a CMAP planning grant). The regulations require no more than 1 foot-candle illumination at the property line for non-residential uses and no more than 0.5 foot-candle illumination for residential uses. Further, a non-residential use adjacent to a residential use is held to the more restrictive residential illumination standard. Lighted signage will also be subject to these same standards. Additional requirements govern certain prohibited lighting, the height of outdoor light fixtures, and measurement of illumination.

Action Needed: Consider recommending a zoning text amendment to add the attached outdoor lighting regulations to the Village Code.

LEGAL NOTICE
VILLAGE OF HAMPSHIRE, ILLINOIS
PLANNING AND ZONING COMMISSION
VILLAGE OF HAMPSHIRE, ILLINOIS NOTICE OF
PUBLIC HEARING BEFORE THE PLANNING AND
ZONING COMMISSION OF THE VILLAGE OF
HAMPSHIRE TO CONSIDER A TEXT AMENDMENT TO
THE ZONING ORDINANCE FOR THE VILLAGE OF
HAMPSHIRE, COUNTIES OF KANE AND MCHENRY,
STATE OF ILLINOIS

NOTICE IS HEREBY GIVEN that the Planning and Zoning Commission ("PZC") of the Village of Hampshire, Illinois (the "Village"), will hold a public hearing on November 13th, 2023 at Hampshire Village Hall, 234 S. State Street, Hampshire, IL 60140 commencing at 7:00 p.m. to consider, make recommendations and conduct a public hearing as required by the applicable statutes of the State of Illinois and the Municipal Code of Hampshire of 1985 (the "Village Code"), regarding amending certain text in the Chapter 6 of the Village Code, which is known as the Zoning Ordinance for the Village of Hampshire, Counties of Kane and McHenry, State of Illinois (the "Zoning Ordinance"), regarding regulations for outdoor lighting within the Village. This amendment would apply to all property under the jurisdiction of the Zoning Ordinance.

The applicant requesting the amendment is the Village. Copies of the proposed ordinance are on file with the Village Clerk at Hampshire Village Hall, 234 S. State Street, Hampshire, IL 60140 and are available for inspection during regular business hours, Monday through Friday, 8:00 a.m. to 4:30 p.m.

All persons present at the public hearing will be afforded an opportunity to be heard. Any person may submit written comments to the attention of the PZC Chairperson, (c/o Hampshire Village Hall) at the address above and will be considered if received at least five (5) days prior to the hearing. The PZC reserves the right to continue the public hearing in accordance with the requirements of the Illinois Open Meetings Act.

Individuals with disabilities who plan to attend the hearing and require certain accommodations to allow them to observe or participate in the hearing or who have questions regarding the accessibility of the meeting or facilities are requested to contact the Village Clerk at 847-683-2181 or kstuehler@hampshireil.org. This Notice is given pursuant to law and published by the authority of the PZC of the Village.

Dated: October 26, 2023

/s/ Karen Stuehler
Karen Stuehler, Village Clerk

Published in Daily Herald October 28, 2023 (4607386)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Fox Valley Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Fox Valley DAILY HERALD**. That said **Fox Valley DAILY HERALD** is a secular newspaper, published in Elgin, Kane County, State of Illinois, and has been in general circulation daily throughout Kane County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Fox Valley DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 10/28/2023 in said **Fox Valley DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY *Doula Baitz*
Designee of the Publisher of the Daily Herald

Control # 4607386



§6-8-9

REC RECREATIONAL DISTRICT

~~B(1)(C). Outdoor Lighting:~~

- ~~(1) All outdoor lighting shall be arranged so as not to direct or reflect light directly into adjacent residential districts and streets and shall be extinguished no later than thirty (30) minutes after the close of the business or the use being served.~~
- ~~(2) All outdoor lighting must be no more than thirty feet (30') tall at the highest point from ground level.~~
- ~~(3) Exemptions from or modifications to these provisions for a use occupying all or any part of the property in question may be approved upon request to and approval by the Village.~~

§6-11-1

OFF-STREET LOADING

L. Lighting: Lighting for off-street loading areas shall be in conformance with §6-3-16 of this Code.

- ~~1. Illumination of an off-street parking area shall be arranged so as not to reflect direct rays of light into adjacent residential districts and streets.~~
- ~~2. All lighting shall be extinguished no later than thirty (30) minutes after the close of the business or the use being served, except as may otherwise be authorized by the Planning and Zoning Commission. (1985 Code; amd. Ord. 21-15, 4-15-2021)~~

§6-11-2

OFF-STREET PARKING

L. Lighting: Lighting for off-street parking areas shall be in conformance with §6-3-16 of this Code.

- ~~1. Illumination of an off-street parking area shall be arranged so as not to reflect direct rays of light into adjacent residential districts and streets.~~
- ~~2. All lighting shall be extinguished no later than thirty (30) minutes after the close of the business or the use being served, except as may otherwise be authorized by the Zoning Board of Appeals.~~

§6-12-7

CONSTRUCTION AND MAINTENANCE, GENERALLY

D. All signs shall meet the following requirements for illumination: Illumination of signs shall be in conformance with §6-3-16 of this Code.

- ~~1. Gooseneck reflectors and lights shall be permitted in freestanding signs, wall signs, and projecting signs; provided, however, that any such light(s) shall be concentrated on the sign only, and shall be prevented from striking or causing any glare on any street, sidewalk, or any adjoining or nearby property.~~
- ~~2. In no case shall the lighting intensity of any sign exceed the limit of seventy five (75) foot-candles measured with a standard light meter perpendicular to the face of the sign at a distance equal to the narrowest dimension of the sign, whether it be height or width.~~
- ~~3. In no case shall any exposed reflective type bulb, incandescent lamp, or any other type of bare bulb illumination exceed twenty five (25) watts.~~

- ~~4. Illuminated signs shall not be permitted to cast any direct light into, or shine upon, or reflect on any residential district.~~
- ~~5. Illumination of signs in direct line of traffic control signals shall not be red, green or amber. (1985 Code; amd. Ord. 22-29, 10-20-2022)~~

Article 6-3

GENERAL REGULATIONS

Add the following as a new section:

6-3-16: OUTDOOR LIGHTING:

- A. Purpose. Outdoor lighting standards prevent light trespass, promote energy efficiency, minimize light pollution, and enhance public safety.**
- B. Applicability.**
 - 1. The requirements of this section apply to all new or replacement outdoor lighting unless otherwise allowed or required in the Village Code; provided, replacement of bulbs/ballasts nor repairs to lighting fixtures not requiring a building permit shall not alone be considered replacement lighting.**
 - 2. The following are expressly exempt from the requirements of this section but shall be subject to reasonable restrictions imposed by the Zoning Administrator as necessary to protect the health, safety, and welfare of the public:**
 - a. Holiday lighting and lighted decorations from October 1 through January 31;**
 - b. Low-voltage landscape lighting;**
 - c. Public streetlights; and**
 - d. Temporary lighting, defined as fewer than thirty (30) days.**
- C. General Requirements.**
 - 1. Photometric Plan. A photometric plan detailing conformance with the requirements and standards of this section must be approved by the village engineer prior to installation of outdoor light fixtures for non-residential uses and for multifamily uses. The photometric plan must include all information required by the village engineer but shall include at least the following information:**
 - a. Scale drawing of the site with all outdoor lighting fixture locations identified;**
 - b. Fixture specifications indicating the type of fixture, height, shielding, lighting type, and wattage;**
 - c. Lamp type and size; and**
 - d. A point-by-point illumination array along the property lines of the subject site that identifies illumination levels at (minimum) ten-foot intervals along the property lines.**
 - 2. Prohibited Lighting. Any outdoor lighting that may be confused with a traffic control device is prohibited except if it is authorized by federal, state, county, or local government. Flashing lights, strobe lights, laser**

lights, and festoon lighting are prohibited.

3. **Design That Prevents Glare.** All lighting must be designed to prevent glare and interference with residential lots and motor vehicle, bicycle, and pedestrian traffic.
4. **Fixtures.** All new and replacement outdoor lighting must employ full cut-off or fully shielded fixtures.
5. **Façade and Signage Illumination.** Building façade and signage illumination must be limited to fully shielded fixtures directed towards the façade or sign. All light from such fixtures must be concentrated on the exterior surface of the building or sign being illuminated.
6. **Light-Emitting Signs:** Signs that emit light shall be subject to the requirements and standards in this section, except that the maximum height of such signs shall not be governed by the Height Standards subsection herein.
7. **Automatic Lighting Controls.** All outdoor lighting for non-residential uses must be controlled by a sensor or timer to automatically reduce outdoor lighting when sufficient daylight is available.
8. **Mixed Use Lots.** A lot in a business or industrial zoning district containing a residential use shall be considered non-residential for the purposes of this section.
9. **Multiple-family Dwellings.** Multiple-family dwellings shall be considered non-residential uses for the purposes of this section.

D. Illumination Standards.

1. **Non-Residential Uses.** Outdoor lighting must not exceed one foot-candle (1 fc) at any point on a lot line for a lot containing a non-residential use; provided, outdoor lighting must not exceed one-half foot-candle (0.5 fc) at any point on a lot line for a lot adjacent to a residential use.
2. **Residential Uses.** Outdoor lighting must not exceed one-half foot-candle (0.5 fc) at any point on a lot line for a lot containing a residential use.
3. **Recreational Facilities.** The average outdoor lighting level for recreational uses must not exceed fifty foot-candles (50 fc), with the exception of golf-related facilities, which are limited to a maximum average lighting level of five foot-candles (5 fc) for courses and twenty foot-candles (20 fc) for driving ranges.

E. Measurement.

1. **Metering equipment.** Lighting levels must be measured in foot-candles with a direct-reading light meter. The meter must be read within an accuracy of plus or minus five percent (5%).
2. **Method of measurement.**
 - a. The meter must be mounted or maintained in a horizontal position not more than six inches (6") above ground level at the property line.
 - b. Readings may be taken only after the meter has been exposed long enough to provide a constant reading.

- c. To eliminate the effects of moonlight and other ambient light, measurements must be made at least thirty (30) minutes after sunset and at least (30) minutes prior to sunrise with the light sources in question on, then with the same sources off. The difference between the two readings shall be the measurement that is compared to the applicable illumination standard.

F. Height Standards.

1. Non-Residential Uses.

- a. In industrial zoning districts, light poles and building-mounted fixtures must not exceed thirty feet (30') in height.
- b. Light poles for educational facilities or outdoor recreational facilities must not exceed sixty feet (60') in height.
- c. In all other zoning districts, light poles and building-mounted fixtures must not exceed twenty feet (20') in height.

- 2. Residential Uses.** Light poles must not exceed twenty feet (20') in height, and building-mounted fixtures, including under-soffit lighting, must not exceed ten feet (10') in height.

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING VARIOUS SECTIONS
OF THE MUNICIPAL CODE OF HAMPSHIRE OF 1985 REGARDING OUTDOOR
LIGHTING WITHIN THE VILLAGE OF HAMPSHIRE,
KANE AND MCHENRY COUNTIES, ILLINOIS**

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF HAMPSHIRE**

THIS ___ DAY OF _____, 2024

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
____ day of _____, 2024

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING VARIOUS SECTIONS
OF THE MUNICIPAL CODE OF HAMPSHIRE OF 1985 REGARDING OUTDOOR
LIGHTING WITHIN THE VILLAGE OF HAMPSHIRE,
KANE AND MCHENRY COUNTIES, ILLINOIS**

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (with the President, the “Corporate Authorities”) are committed to furthering the growth of the Village, enabling the Village to control development in the area and promoting public health, safety, comfort, morals and welfare; and

WHEREAS, pursuant to Section 11-13-14 of the Illinois Municipal Code (65 ILCS 5/11-13-14), the regulations imposed and the districts created under the zoning authority of Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, *et seq.*) may be amended from time to time by ordinance; and

WHEREAS, Chapter 6 of the Municipal Code of Hampshire of 1985 (the “Village Code”), is known as the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (the “Zoning Ordinance”), and sets forth the land use and zoning regulations for the Village; and

WHEREAS, Section 6-14-3 of the Zoning Ordinance authorizes the planning and zoning commission (the “PZC”) to propose or consider any amendment to the text of the Zoning Ordinance it may deem necessary or advisable; and

WHEREAS, after receiving findings from the PZC, the Corporate Authorities may approve or disapprove of amendments to the Zoning Ordinance; and

WHEREAS, various sections of the Zoning Ordinance set forth the regulations for outdoor lighting within the Village; and

WHEREAS, after all required notices were given, the PZC held a public hearing (the “Hearing”) regarding amending sections of the Zoning Ordinance regarding outdoor lighting (the “Amendments”); and

WHEREAS, at the Hearing, testimony was given, evidence was presented, comments were solicited and the public was afforded opportunities to be heard on the proposed Amendments; and

WHEREAS, based on the testimony and evidence given at the Hearing, the PZC made certain findings of fact and recommended to the Corporate Authorities that the Amendments be approved (the “Findings”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities desire to ensure that outdoor lighting enhances public safety while simultaneously minimizing light pollution and promoting energy efficiency; and

WHEREAS, based on the foregoing, including the Findings, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to approve the Amendments and amend the Zoning Ordinance, which is part of the Village Code; and

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

SECTION 1. The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and hereby incorporate and make them part of this Ordinance.

SECTION 2. That the Zoning Ordinance, which is part of the Village Code, is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adding Section 6-3-16 to Article III of Chapter 6 as set forth below (additions underlined; deletions ~~stricken~~):

6-3-16: OUTDOOR LIGHTING:

A. Purpose. Outdoor lighting standards prevent light trespass, promote energy efficiency, minimize light pollution, and enhance public safety.

B. Applicability.

1. The requirements of this section apply to all new or replacement outdoor lighting unless otherwise allowed or required in the village code; provided, replacement of bulbs/ballasts nor repairs to lighting fixtures not requiring a building permit shall not alone be considered replacement lighting.

2. The following are expressly exempt from the requirements of this section but shall be subject to reasonable restrictions imposed by the Zoning Administrator as necessary to protect the health, safety, and welfare of the public:

a. Holiday lighting and lighted decorations from October 1 through January 31;

b. Low-voltage landscape lighting;

c. Public streetlights; and

d. Temporary lighting, defined as fewer than thirty (30) days.

C. General Requirements.

1. Photometric Plan. A photometric plan detailing conformance with the requirements and standards of this section must be approved by the village engineer prior to installation of outdoor light fixtures for non-residential uses and for multifamily uses. The photometric plan must include all information required by the village engineer but shall include at least the following information:

a. Scale drawing of the site with all outdoor lighting fixture locations identified;

b. Fixture specifications indicating the type of fixture, height, shielding, lighting type, and wattage;

c. Lamp type and size; and

d. A point-by-point illumination array along the property lines of the subject site that identifies illumination levels at (minimum) ten-foot intervals along the property lines.

2. Prohibited Lighting. Any outdoor lighting that may be confused with a traffic control device is prohibited except if it is authorized by federal, state, county, or local government. Flashing lights, strobe lights, and laser lights, are prohibited.

3. Design That Prevents Glare. All lighting must be designed to prevent glare and interference with residential lots and motor vehicle, bicycle, and pedestrian traffic.

4. Fixtures. All new and replacement outdoor lighting must employ full cut-off or fully shielded fixtures; provided, other than parking lot lights, outdoor lighting located at least five feet (5') from all property lines may provide other means of screening light from shining upward to satisfy this requirement such as a roof over the area. In such case that other means of screening upward light are utilized, the photometric plan shall show no upward light beyond the screening structure.

5. Façade and Signage Illumination. Building façade and signage illumination must be limited to fully shielded fixtures directed towards the façade or sign. All light from such fixtures must be concentrated on the exterior surface of the building or sign being illuminated.

6. Light-Emitting Signs: Signs that emit light shall be subject to the requirements and standards in this section, except that the maximum height of such signs shall not be governed by the Height Standards subsection herein.

7. Automatic Lighting Controls. All outdoor lighting for non-residential uses must be controlled by a sensor or timer to automatically reduce outdoor lighting when sufficient daylight is available.

8. Mixed Use Lots. A lot in a business or industrial zoning district containing a residential use shall be considered non-residential for the purposes of this section.

9. Multiple-family Dwellings. Multiple-family dwellings shall be considered non-residential uses for the purposes of this section.

D. Illumination Standards.

1. Non-Residential Uses. Outdoor lighting must not exceed one foot-candle (1 fc) at any point on a lot line for a lot containing a non-residential use; provided, outdoor lighting must not exceed one-half foot-candle (0.5 fc) at any point on a lot line for a lot adjacent to a residential use.

2. Residential Uses. Outdoor lighting must not exceed one-half foot-candle (0.5 fc) at any point on a lot line for a lot containing a residential use.

3. Recreational Facilities. The average outdoor lighting level for recreational uses must not exceed fifty foot-candles (50 fc), with the exception of golf-related facilities, which are limited to a maximum average lighting level of five foot-candles (5 fc) for courses and twenty foot-candles (20 fc) for driving ranges.

E. Measurement.

1. Metering equipment. Lighting levels must be measured in foot-candles with a direct-reading light meter. The meter must be read within an accuracy of plus or minus five percent (5%).

2. Method of measurement.

a. The meter must be mounted or maintained in a horizontal position not more than six inches (6") above ground level at the property line.

b. Readings may be taken only after the meter has been exposed long enough to provide a constant reading.

c. To eliminate the effects of moonlight and other ambient light, measurements must be made at least thirty (30) minutes after sunset and at least (30) minutes prior to sunrise with the light sources in question on, then with the same sources off. The difference between the two readings shall be the measurement that is compared to the applicable illumination standard.

F. Height Standards.

1. Non-Residential Uses.

a. In industrial zoning districts, light poles and building-mounted fixtures must not exceed thirty feet (30') in height.

b. Light poles for educational facilities or outdoor recreational facilities must not exceed sixty feet (60') in height.

c. In all other zoning districts, light poles and building-mounted fixtures must not exceed twenty feet (20') in height.

2. Residential Uses. Light poles must not exceed twenty feet (20') in height, and building-mounted fixtures, including under-soffit lighting, must not exceed ten feet (10') in height.

SECTION 3. That the Zoning Ordinance, which is part of the Village Code, is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the

contrary, by amending the language of Subsection 6-8-9B.1.c. as set forth below (additions underlined; deletions ~~stricken~~):

6-8-9: REC RECREATIONAL DISTRICT:

B. Land Use Regulations:

1. General Standards: Uses permitted in the REC District are subject to the following standards:

c. ~~Reserved. Outdoor Lighting:~~

- ~~(1) All outdoor lighting shall be arranged so as not to direct or reflect light directly into adjacent residential districts and streets and shall be extinguished no later than thirty (30) minutes after the close of the business or the use being served.~~
- ~~(2) All outdoor lighting must be no more than thirty feet (30') tall at the highest point from ground level.~~
- ~~(3) Exemptions from or modifications to these provisions for a use occupying all or any part of the property in question may be approved upon request to and approval by the Village.~~

SECTION 4. That the Zoning Ordinance, which is part of the Village Code, is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending the language of Subsection 6-11-1L. as set forth below (additions underlined; deletions ~~stricken~~):

6-11-1: OFF-STREET LOADING:

L. Lighting: Lighting for off-street loading areas shall be in conformance with section 6-3-16 of this code.

- ~~1. Illumination of an off street parking area shall be arranged so as not to reflect direct rays of light into adjacent residential districts and streets.~~
- ~~2. All lighting shall be extinguished no later than thirty (30) minutes after the close of the business or the use being served, except as may otherwise be authorized by the Planning and Zoning Commission.~~

SECTION 5. That the Zoning Ordinance, which is part of the Village Code, is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the

contrary, by amending the language of Subsection 6-11-2L. as set forth below (additions underlined; deletions ~~stricken~~):

6-11-2: OFF-STREET PARKING:

L. Lighting: Lighting for off-street parking areas shall be in conformance with section 6-3-16 of this code.

~~1. Illumination of an off-street parking area shall be arranged so as not to reflect direct rays of light into adjacent residential districts and streets.~~

~~2. All lighting shall be extinguished no later than thirty (30) minutes after the close of the business or the use being served, except as may otherwise be authorized by the Zoning Board of Appeals.~~

SECTION 6. That the Zoning Ordinance, which is part of the Village Code, is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending the language of Subsection 6-12-7D. as set forth below (additions underlined; deletions ~~stricken~~):

6-12-7: CONSTRUCTION AND MAINTENANCE, GENERALLY:

D. All signs shall meet the following requirements for illumination: Illumination of signs shall be in conformance with section 6-3-16 of this code.

~~1. Gooseneck reflectors and lights shall be permitted in freestanding signs, wall signs, and projecting signs; provided, however, that any such light(s) shall be concentrated on the sign only, and shall be prevented from striking or causing any glare on any street, sidewalk, or any adjoining or nearby property.~~

~~2. In no case shall the lighting intensity of any sign exceed the limit of seventy five (75) foot-candles measured with a standard light meter perpendicular to the face of the sign at a distance equal to the narrowest dimension of the sign, whether it be height or width.~~

~~3. In no case shall any exposed reflective type bulb, incandescent lamp, or any other type of bare bulb illumination exceed twenty five (25) watts.~~

~~4. Illuminated signs shall not be permitted to cast any direct light into, or shine upon, or reflect on any residential district.~~

~~5. Illumination of signs in direct line of traffic control signals shall not be red, green or amber.~~

SECTION 7. That the officers, employees, and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to, and consummate the Amendments contemplated by this Ordinance and shall take all action necessary in conformity therewith.

SECTION 8. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 9. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 10. In the event of any conflict between the terms of this Ordinance and the terms of the Village Code, or any other code, ordinance or regulation of the Village, the terms of this Ordinance shall control and prevail in all instances.

SECTION 11. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 12. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 13. This Ordinance shall be in full force and effect ten (10) days after passage, approval and publication in pamphlet form or as otherwise provided by applicable law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED THIS __ DAY OF _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(FINDINGS)

**VILLAGE OF HAMPSHIRE
PLANNING & ZONING COMMISSION**

IN RE: PETITION OF THE VILLAGE STAFF FOR A TEXT AMENDMENT TO THE ZONING CODE AND MAKING OTHER AMENDMENTS TO THE MUNICIPAL CODE OF THE VILLAGE OF HAMPSHIRE OF 1985 REGARDING OUTDOOR LIGHTING WITHIN THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS

FINDINGS OF FACT

In regard to the Petition for Text Amendment of the zoning regulations adding certain provisions related to outdoor lighting regulations, the Planning & Zoning Commission having considered the Petition, and the testimony and evidence submitted at a public hearing, the Planning & Zoning Commission FINDS as follows:

1. A Petition requesting a text amendment of the zoning regulations was received by the Village Zoning Administrator and has been filed with the Village Clerk.
2. A Public Hearing on the Petition was conducted by the Planning & Zoning Commission at its regular meeting.
3. Notice of Public Hearing on said Petition was published in the Daily Herald newspaper.
4. At the public hearing, no members of the public provided testimony.
5. Research indicates that updated lighting standards can enhance safety and security while minimizing negative effects on neighboring properties.
6. Additional Findings by the Planning & Zoning Commission: The procedures for the Planning & Zoning Commission provide as follows, in § 6-14-3(B) of the Village Code:

“2. Decisions:

- a. The Planning & Zoning Commission shall decide matters as authorized by this Chapter in a specific case and after public hearing.
- b. A concurring vote of four (4) members of the Planning & Zoning Commission shall be necessary on any matter upon which it is authorized to decide by this Chapter.”

ACTION

After the public hearing was closed, the Commission discussed the proposed amendment and tabled the matter for revisions. At its meeting on motion by A. Neal, seconded by G. Duchaj, to

recommend approval of a text amendment of the zoning regulations adding certain provisions related to outdoor lighting, the vote was __ ayes, __ nays. Motion passed.

	<u>Aye</u>	<u>Nay</u>
R. Frillman		X
A. Neal	X	
L. Rapach	X	
W. Rossetti	X	
S. McBride	Absent	
G. Duchaj	X	
 B. Mroch (Chair)		

RECOMMENDATION: The motion of the Planning & Zoning Commission for approval of the requested text amendment having received at least four concurring votes, it is accordingly the recommendation of the Planning & Zoning Commission that the Petition for Text Amendment be approved.

Dated: January 10, 2024

Respectfully submitted,

VILLAGE OF HAMPSHIRE PLANNING &
ZONING COMMISSION

Bryan Mroch
Chair

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

I, Karen L. Stuehler, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane and McHenry Counties, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

**AN ORDINANCE AMENDING VARIOUS SECTIONS
OF THE MUNICIPAL CODE OF HAMPSHIRE OF 1985 REGARDING OUTDOOR
LIGHTING WITHIN THE VILLAGE OF HAMPSHIRE,
KANE AND MCHENRY COUNTIES, ILLINOIS**

I certify that on _____, 2024, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law), at a regular meeting, passed and adopted Ordinance No. _____, which was approved by the Village President on the _____ day of _____, 2024.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on _____, 2024 and continuing for at least ten (10) days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk and online.

DATED at Hampshire, Illinois, this _____ day of _____, 2024.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

AGENDA SUPPLEMENT

TO: President Reid, Village Board and Village Manager Hedges

FROM: Lori Lyons, Finance Director

FOR: January 18, 2024 Village Board Meeting

RE: Cyber Insurance Coverage Renewal

Background: You will recall that at the meeting on December 21, the Village Board approved insurance renewals for all lines of coverage with the exception of Cyber Liability. The Village’s prior cyber carrier proposed to keep the premium the same but decreased the extortion coverage from \$1,000,000 to \$50,000. Village staff found this unacceptable and therefore requested and was granted an extension of the old policy for one month to allow additional time to get a policy quote from another carrier.

Analysis: After an extensive application, the Village was provided with a quote from Underwriters at Lloyd’s of London for a total 11-month cost of \$3,731.00.

The if bound, the premium for all lines reflects an overall increase of 5.51% percent and is broken down as follows:

Line of Coverage	2022-2023	2023-2024	CY Change	PY Change
Package & Umbrella *	109,103	125,440	14.97%	8.6%
Boiler & Machinery	5,978	6,299	5.37%	11.8%
Cyber **	5,495	4,184	-23.86%	8.83%
Crime ***	880	887	0.80%	0.0%
Workers Compensation	104,050	101,126	2.81	
Total	<u>225,506</u>	<u>237,936</u>	<u>5.51%</u>	<u>8.70%</u>

- * Includes property, general liability, public officials liability, employment practices liability, auto, law enforcement liability, auto and umbrella
- ** Updated 2023-2024 info presented here; 1 month fee from prior carrier due to extension and 11 months with new carrier.
- *** This will be year one of a three-year price lock for this coverage.

Binding coverage with Loyd’s of London will keep all policy levels the same as the prior year policy including the coverage limit for cyber extortion at \$1,000,000 (rather than the decrease

quoted by last year's carrier, BCS Insurance, which proposed to decrease from \$1,000,000 to \$50,000.

Recommendation: Staff recommends proceeding and requests authorization to bind coverage offered by Arthur J. Gallagher for cyber liability through Lloyd's of London by motion.



DECLARATIONS

THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD0	each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability:	USD50,000	each and every claim, subject to a maximum of 10% of all sums we have paid as a direct result of the cyber event
Deductible:	USD0	each and every claim



INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

Limit of liability: USD250,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: USD250,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability: USD250,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION D: EXTORTION

Limit of liability: USD1,000,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION E: CORPORATE IDENTITY THEFT

Limit of liability: USD250,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION F: TELEPHONE HACKING

Limit of liability: USD250,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION G: PUSH PAYMENT FRAUD

Limit of liability: USD50,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability: USD250,000 each and every claim

Deductible: USD5,000 each and every claim



INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: USD1,000,000 each and every claim, sub-limited to USD1,000,000 in respect of **system failure**

Deductible: USD5,000 each and every claim

SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability: USD100,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: USD1,000,000 each and every claim, sub-limited to USD1,000,000 in respect of **system failure**

Deductible: USD5,000 each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: USD1,000,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION F: CLAIM PREPARATION COSTS

Limit of liability: USD25,000 each and every claim

Deductible: USD0 each and every claim

SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD5,000 each and every claim



THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT

INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD5,000	each and every claim, including costs and expenses

SECTION B: PRIVACY LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD5,000	each and every claim, including costs and expenses

SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD5,000	each and every claim, including costs and expenses

SECTION D: REGULATORY FINES

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD5,000	each and every claim, including costs and expenses

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD5,000	each and every claim, including costs and expenses

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD5,000	each and every claim, including costs and expenses

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD5,000	each and every claim, including costs and expenses

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN



INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD0 each and every claim



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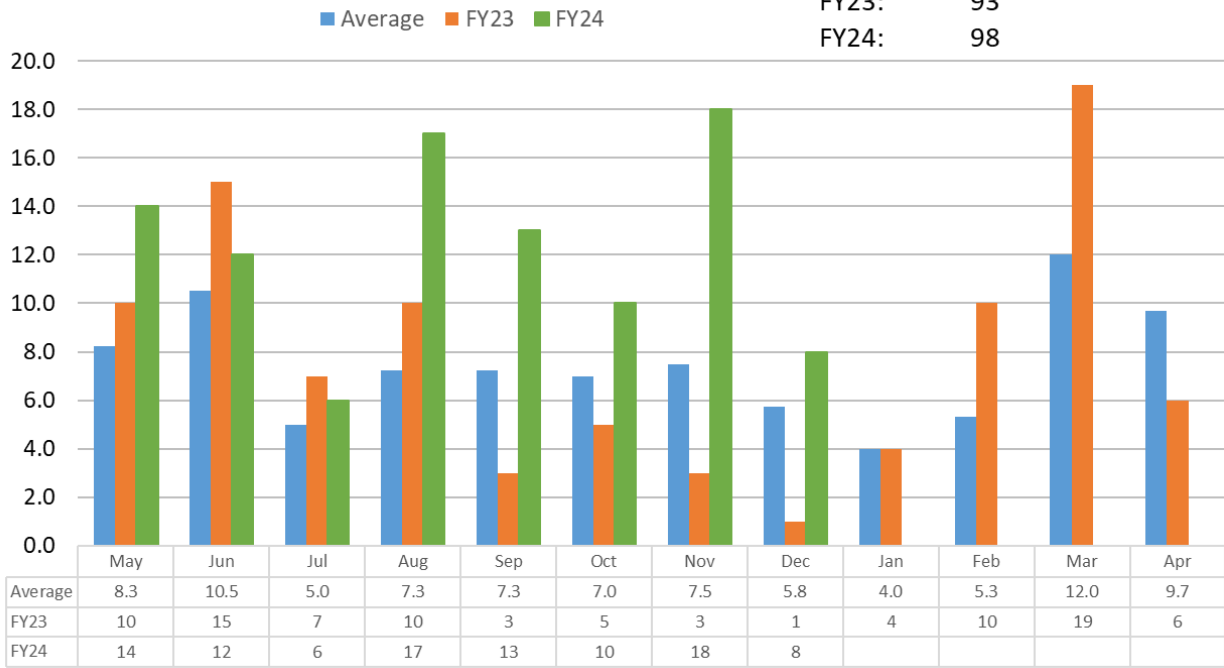
Monthly Report

TO: President Reid; Board of Trustees
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Village Board Meeting on January 18, 2024
RE: Building Report - December 2023

Building Performance Metrics	<u>December</u>	<u>Monthly Avg.</u>	<u>FY24 TTD</u>
• Total permits issued	22	54	625
○ New single-family homes	8	7	98
○ Townhome/duplex units	0	11	84
• Avg. plan review time	3.4 days	2.0 days	n/a
• Inspections	502	367	5,700
• Permit fees collected	\$25,356	\$34,163	\$501,212
• Other Village fees collected	\$28,926	\$55,972	\$881,413
Code Enforcement Performance Metrics	<u>December</u>	<u>Monthly Avg.</u>	<u>FY24 TTD</u>
• No. of complaints	3	1	12
• No. of new cases	3	1	11
• No. of active cases	10	7	n/a

New Single-Family Detached Home Permits Issued

FY TTD
Average: 90
FY23: 93
FY24: 98



New Duplex/Townhome Units Permits Issued

FY TTD
FY23: 62
FY24: 112

