



Village of Hampshire
Village Board Meeting
Thursday, August 1, 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 July 18, 2024
6. Village Manager's Report
 - a. Ordinance Amending Sec. 2-4-2 of the Hampshire Municipal Code regarding Stop Sign Locations.
 - b. Ordinance Approving a Text Amendment to Sec. 6-7-2-B of the Hampshire Zoning Ordinance to allow Greenhouses as a Special Use in the R-2 Zoning District.
 - c. Ordinance Approving a Map Amendment (Rezoning) from M-1 to R-2 for Lot 20 Washington Ave.
 - d. Ordinance Approving a Special Use per Sec. 6-7-2-B for a Greenhouse for Lot 20 Washington Ave.
 - e. Ordinance Approving an Agreement with Crown Community Development for Cost Reimbursement for the Oakstead Pressure Reducing Valve Design Engineering in the Amount of \$19,832.
 - f. Resolution Approving a Profession Services Agreement with Engineering Enterprises, Inc. for the Oakstead Pressure Reducing Valve Design Engineering in the Amount of \$19,832.
 - g. Resolution Approving the Acquisition and Installation of an Early Warning Siren in the Amount of \$29,579.
 - h. Ordinance Amending Sec. 2-4-2 of the Hampshire Municipal Code regarding Vehicle Weight Restrictions.
 - i. Ordinance Amending Ch. 4 Article 3 of the Hampshire Municipal Code regarding Solicitors.
7. Staff Reports
 - a. Building Report
8. Accounts Payable
 - a. A Motion to Approve the August 1, 2024, Accounts Payable to Personnel
 - b. A Motion to Approve the August 1, 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, July 18, 2024 - 7:00 PM
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

1. Call to Order

Village Clerk Karen Stuehler 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 July 18, 2024.

2. Roll Call by Village Clerk, Karen Stuehler:

Present: Trustee Heather Fodor, Trustee Toby Koth, Trustee Lionel Mott, Trustee Erik Robinson.

Absent: Trustee Aaron Kelly, Trustee Laura Pollastrini, Village President Michael J. Reid, Jr.

A Quorum was Established.

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

Village Clerk asked for a motion to appoint Trustee Koth as President Pro Tem.

Trustee Fodor moved to appoint Trustee Koth as President Pro Tem.

Seconded by: Trustee Robinson

Roll Call Vote:

Ayes: Fodor, Koth, Mott, Robinson.

Nays: None.

Absent: Kelly, Pollastrini, Reid

Abstain: None.

3. Pledge of Allegiance

President Pro Tem Koth led the Pledge of Allegiance.

4. **Public Comments**

None.

5. **A Motion to Approve the Meeting Minutes from June 20, 2024**

Trustee Mott moved to approve the meeting minutes for the June 20, 2024 Village Board Meeting.

Seconded by: Trustee Fodor.

All Call Vote:

Ayes: Fodor, Koth, Mott, Robinson.

Nays: None.

Absent: Kelly, Pollastrini, Reid.

Abstain: None.

Motion Approved.

6. **Village Manager's Report**

- a. An Ordinance Approving the Establishment of Special Service Area No. 28 for American General Storage Development.

Trustee Robinson moved to approve Ordinance 24-20, an Ordinance Approving the Establishment of Special Service Area No. 28 for American General Storage Development.

Seconded by: Trustee Fodor.

Roll Call Vote:

Ayes: Fodor, Koth, Mott, Robinson.

Nays: None.

Absent: Kelly, Pollastrini, Reid.

Abstain: None.

Motion Approved.

- b. An Ordinance Approving the Establishment of Special Service Area No. 31 for PetAg Development.

Trustee Robinson moved to approve Ordinance 24-21, an Ordinance Approving the Establishment of Special Service Area No. 31 for PetAg Development.

Seconded by: Mott.

Roll Call Vote:

Ayes: Fodor, Koth, Mott, Robinson.

Nayes: None.

Absent: Kelly, Pollastrini, Reid.

Abstain: None.

Motion Approved.

- c. An Ordinance Approving a Variance to Sec. 6-11-2-J of the Hampshire Zoning Ordinance for the property located at 165 Arrowhead Drive.

Trustee Mott moved to approve Ordinance 24-22, an Ordinance Approving a Variance to Sec. 6-11-2-J of the Hampshire Zoning Ordinance for the property located at 165 Arrowhead Drive.

Seconded by: Trustee Robinson.

Roll Call Vote:

Ayes: Koth, Mott, Robinson.

Nayes: Fodor.

Absent: Kelly, Pollastrini, Reid.

Abstain: None.

Motion Failed.

- d. An Ordinance Amending Sec. 3-1-11 of the Municipal Code regarding Liquor License Regulations.

Trustee Robinson moved to approve Ordinance 24-23, an Ordinance Amending Sec. 3-1-11 of the Municipal Code regarding Liquor License Regulations.

Seconded by: Trustee Mott.

Roll Call Vote:

Ayes: Fodor, Koth, Mott, Robinson.

Nayes: None.

Absent: Kelly, Pollastrini, Reid.

Abstain: None.

Motion Approved.

- e. A Resolution Authorizing the Purchase of Tyler, Inc. Licensing Module in the Amount of \$4,890.00.

Trustee Fodor moved to approve Resolution 24-21 Authorizing the Purchase of Tyler, Inc. Licensing Module in the Amount of \$4,890.00

Seconded by: Trustee Robinson.

Roll Call Vote:

Ayes: Fodor, Koth, Mott, Robinson.

Nayes: None.

Absent: Kelly, Pollastrini, Reid.

Abstain: None.

Motion Approved.

- f. A Resolution Waiving Bidding Requirements and Authorizing Budgeted Road Improvements in the Amount of \$201,800.

Trustee Mott moved to approve Resolution 24-22 Waiving the Bidding Requirements and Authorizing Budgeted Road Improvements in the Amount of \$201,800.

Seconded by: Trustee Robinson.

Roll Call Vote:

Ayes: Fodor, Koth, Mott, Robinson.

Nayes: None.

Absent: Kelly, Pollastrini, Reid.

Abstain: None.

Motion Approved.

- g. A Resolution Approving a Legal Service Agreement with Vasselli Law, LLC.

Trustee Robinson moved to approve Resolution 24-23 Approving a Legal Service Agreement with Vasselli Law, LLC.

Seconded by: Trustee Fodor.

Roll Call Vote:

Ayes: Fodor, Koth, Mott, Robinson.

Nays: None.

Absent: Kelly, Pollastrini, Reid.

Abstain: None.

Motion Approved.

7. **Staff Reports**

a. Engineer Report

Discussion was had about Municipal Streets being blacktopped.

b. Streets Report

Trustee Koth complimented the Streets Department on a good job cleaning up after the storm.

Trustee Robinson thinks the edging looks great.

c. Building Report

No discussion.

8. **Accounts Payable**

a. A Motion to Approve the July 18, 2024, Accounts Payable to Personnel in the amount of \$998.37

Trustee Robinson moved to approve the July 18, 2024, Accounts Payable to Personnel in the amount of \$998.37.

Seconded by: Trustee Fodor.

Roll Call Vote:

Ayes: Fodor, Koth, Mott, Robinson.

Nays: None.

Absent: Kelly, Pollastrini, Reid.

Abstain: None.

Motion Approved.

b. A Motion to Approve July 18, 2024, Regular Accounts Payable in the amount of \$1,100,179.30.

Trustee Robinson moved to approve July 18, 2024, Regular Accounts Payable in the amount of \$1,100,179.30

Second by: Trustee Mott.

Roll Call Vote:

Ayes: Fodor, Koth, Mott, Robinson.

Nays: None.

Absent: Kelly, Pollastrini, Reid.

Abstain: None.

Motion Approved.

9. **Village Board Committee Reports**

a. Business Development Commission

Mr. Khan stated that the Business Development Commission discussed prohibiting back-lit wall signs in the Downtown area and Downtown wayfinding signs.

b. Public Works Committee

No Report.

c. Budget Committee

No Report.

10. **New Business**

No Discussion.

11. **Announcements**

- a. Village Manager Jay Hedges would like to remind everyone of the Street Dance on Friday, July 19 hosted by the Chamber.
- b. Trustee Mott would like to remind everyone of the Farmer's Market held on Saturday.
- c. Village Manager Jay Hedges also reminded everyone of Music Under the Oaks taking place this evening. This event is hosted by the Hampshire Park District.

12. **Executive Session**

None.

13. **Adjournment**

Trustee Robinson moved to adjourn at 7:28 p.m.

Seconded by: Trustee Fodor.

Roll Call Vote:

Ayes: Fodor, Koth, Mott, Robinson.

Nays: None.

Absent: Kelly, Pollastrini, Reid.

Abstain: None.

Motion Approved.



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 August 1, 2024
RE: Prairie Ridge New Stop Sign Locations

Background: The Village received a request from a resident of the Prairie Ridge subdivision to install additional stop signs throughout the neighborhood to help calm speeding traffic. The resident took the proposed stop sign locations to the Prairie Ridge HOA for review and approval prior to Village staff bringing this item forward for Village Board consideration.

Analysis: Sec. 2-4-2 of the Hampshire Municipal Code regulates the locations of stop signs in the Village. Village staff, including Streets Supervisor Starrett, reviewed the request and found it to be reasonable to install additional stop signs throughout the Prairie Ridge neighborhood to help with traffic calming and pedestrian safety.

Village staff is proposing to install twenty-two (22) additional stop signs throughout Prairie Ridge Neighborhoods K, L, and O. The proposed stop signs will be at the following locations:

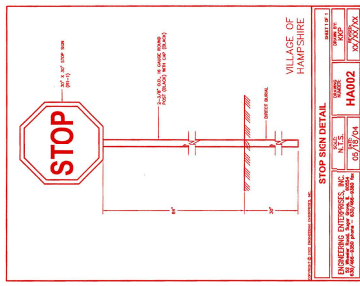
1. Bennington Ln., northbound, at Sunriver Ct.
2. Bennington Ln., southbound, at Dawn's End
3. Champion Dr., eastbound, at Jessamine Ln.
4. Champion Dr., westbound, at Jessamine Ln.
5. Clearwater, eastbound, at Wild Prairie Pointe
6. Clearwater, westbound, at Larkspur Dr.
7. Dawn's End, eastbound, at Wild Prairie Pointe
8. Dawn's End, westbound, at Larkspur Dr.
9. Dawn's End, westbound, at Wild Prairie Pointe
10. Kelley Rd., eastbound, at Wild Prairie Pointe
11. Kelley Rd., westbound, at Wild Prairie Pointe
12. Larkspur Dr., eastbound, at Wild Prairie Pointe
13. Sunriver Ct., eastbound, at Bennington Ln.

14. Sunriver Ct., eastbound, at Dawn's End
15. Wild Prairie Pointe, northbound, at Champion Dr.
16. Wild Prairie Pointe, northbound, at Dawn's End
17. Wild Prairie Pointe, northbound, at Larkspur Dr.
18. Wild Prairie Pointe, southbound, at Champion Dr.
19. Wild Prairie Pointe, southbound, at Dawn's End
20. Wild Prairie Pointe, southbound, at Larkspur Dr.
21. Wild Sienna, eastbound, at Wild Prairie Pointe
22. Wild Sienna, westbound, at Larkspur Dr.

Recommendation: For the Village Board to approve an Ordinance amending Sec. 2-4-2 for additional stop signs in the Prairie Ridge Neighborhoods K, L, and O.

Documents Attached:

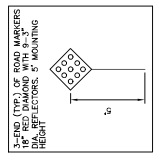
1. Proposed Stop Sign Location Map
2. Ord. 24-XX



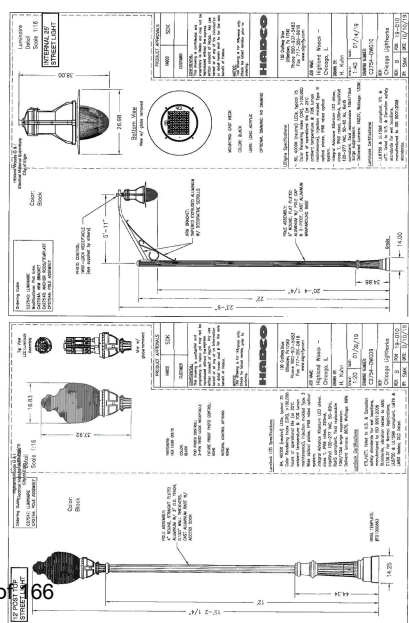
LEGEND

SYMBOL	DESCRIPTION
✱	64 WATT 4000K LED LUMINAIRE
✱	64 WATT 4000K LED LUMINAIRE W/ MOUNTED STREET SIGN
✱	80 WATT 4000K LED LUMINAIRE
—	COMM. Edison Co. ELECTRIC SERVICE
—	CONDUIT CROSSING, 4" PVC SCH. 40
—	NUMBERING SYSTEM USED FOR LIGHT POLE/STREET LIGHT IDENTIFICATION.
—	COMED TRANSFORMER (LOCATIONS TO BE CONFIRMED BY COMED)
—	ELECTRIC SERVICE
—	STREET NAME SIGN
•	• SIGN

NOTE: PARKWAY TREE LOCATION PLAN TO BE PROVIDED BY SIGNATURE DESIGN GROUP



Potential Stop Sign



NO.	DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
1	08-21-08	REVISED PER CITY COMMENTS			
2	09-02-08	REVISED PER CITY COMMENTS			
3	09-02-08	REVISED PER CITY COMMENTS			
4	09-02-08	REVISED PER CITY COMMENTS			
5	09-02-08	REVISED PER CITY COMMENTS			
6	09-02-08	REVISED PER CITY COMMENTS			
7	09-02-08	REVISED PER CITY COMMENTS			
8	09-02-08	REVISED PER CITY COMMENTS			
9	09-02-08	REVISED PER CITY COMMENTS			
10	09-02-08	REVISED PER CITY COMMENTS			
11	09-02-08	REVISED PER CITY COMMENTS			
12	09-02-08	REVISED PER CITY COMMENTS			
13	09-02-08	REVISED PER CITY COMMENTS			
14	09-02-08	REVISED PER CITY COMMENTS			
15	09-02-08	REVISED PER CITY COMMENTS			
16	09-02-08	REVISED PER CITY COMMENTS			
17	09-02-08	REVISED PER CITY COMMENTS			
18	09-02-08	REVISED PER CITY COMMENTS			
19	09-02-08	REVISED PER CITY COMMENTS			
20	09-02-08	REVISED PER CITY COMMENTS			
21	09-02-08	REVISED PER CITY COMMENTS			
22	09-02-08	REVISED PER CITY COMMENTS			
23	09-02-08	REVISED PER CITY COMMENTS			
24	09-02-08	REVISED PER CITY COMMENTS			
25	09-02-08	REVISED PER CITY COMMENTS			
26	09-02-08	REVISED PER CITY COMMENTS			
27	09-02-08	REVISED PER CITY COMMENTS			
28	09-02-08	REVISED PER CITY COMMENTS			
29	09-02-08	REVISED PER CITY COMMENTS			
30	09-02-08	REVISED PER CITY COMMENTS			

PREPARED FOR:
CROWN COMMUNITY DEVELOPMENT
 1751 A WEST DIEHL ROAD
 NAPERVILLE, ILLINOIS 60563
 (630)851-9490

PREPARED BY:
CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2280 White Oak Circle, Suite 100
 Naperville, IL 60563
 PH: 630.862.2100 FAX: 630.862.2199
 E-MAIL: cemcon@cemcon.com Website: www.cemcon.com

OVERALL STREET LIGHTING, STREET SIGN PLAN AND DETAILS
 PRAIRIE RIDGE NEIGHBORHOODS "L", "K" & "M"

DATE: 08-14-08
 JOB NO.: 482292
 FILE NAME: DR UTIL
 DWG: 482216
 SHEET NO.: 5 of 38
 SCALE: 1" = 100'



THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 2-4-2 OF THE MUNICIPAL CODE
OF HAMPSHIRE OF 1985 TO DESIGNATE STOP INTERSECTIONS FOR
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 SECTION 2-4-2 OF THE MUNICIPAL CODE
OF HAMPSHIRE OF 1985 TO DESIGNATE STOP INTERSECTIONS FOR
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 protecting the health, safety and welfare of residents and visitors of the Village; and

WHEREAS, Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/11-80-2) authorizes the Corporate Authorities to regulate the use of the streets and other municipal property; and

WHEREAS, Section 11-208 of the Illinois Vehicle Code (625 ILCS 5/11-208) allows local authorities to designate any intersection as a stop intersection requiring all vehicles to stop at one or more entrances at such intersections; and

WHEREAS, Section 2-4-2 of the Municipal Code of Hampshire of 1985 (the “Village Code”) sets forth various traffic regulations to supplement the Illinois Vehicle Code (625 ILCS 5/1-100, *et seq.*); and

WHEREAS, there has been a request to designate stop intersections within and near a certain subdivision (the “Stop Intersections”) due to an increase in traffic and out of a concern for children who live and play in the area; and

WHEREAS, to ensure that residents of the Village, including children, are protected, the Village had staff and the Village Engineer review the request and determine if certain streets should be designated as a Stop Intersections; and

WHEREAS, based on the recommendations of Village staff and the Village Engineer, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to amend the Village Code to designate Stop Intersections as set forth herein;

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 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 Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adding the following language to Subsection 2-4-2/11-904(e) as set forth below (additions underlined; deletions ~~stricken~~):

Section 2-4-2/11-904: Stop Intersections:

Section 2-4-2/11-904(e): The following intersections shall be designated as stop intersections, and all vehicles being operated in either direction, or if a direction is stated, then in the direction so specified, on the first named street below must stop at the intersection described before crossing or entering the second named street:

Bennington Lane, northbound, at Sunriver Court.

Bennington Lane, southbound, at Dawn's End.

Bluestem Lane, northbound, at Sawgrass Lane.

Bluestem Lane, southbound, at Hampshire Drive.

Campion Drive, eastbound, at Jessamine Lane.
Campion Drive, westbound, at Jessamine Lane.
Centennial Boulevard, northbound, at Panama Street.
Centennial Drive, northbound, at Jake Lane.
Centennial Drive, southbound, at Hillcrest Avenue.
Centennial Drive, southbound, at Jake Lane.
Century Drive, westbound, at Johnson Street.
Channing Street, westbound, at Johnson Street.
Clearwater Drive, eastbound, at Wild Prairie Pointe.
Clearwater Drive, westbound, at Larkspur Drive.
Clover Circle, southbound, at Hampshire Drive.
Clover Circle, westbound, at Bluestem Lane.
Coyote Court, eastbound, at Pheasant Trail.
Coyote Trail, eastbound, at Oak Hill Lane.
Coyote Trail, westbound, at Pheasant Court.
Da Vinci Drive, at Tuscan Trail.
Dawn's End, eastbound, at Wild Prairie Pointe.
Dawn's End, westbound, at Larkspur Drive.
Dawn's End, westbound, at Wild Prairie Pointe.
Edgewood Avenue, westbound, at Klick Street.
Elm Street, at Grove Street.
Elm Street, at Jefferson Street.
Elm Street, at Panama Street.
Elm Street, northbound, at Washington Avenue.

Fieldstone Lane, eastbound, at Woodside Terrace.

Fox Run Lane, at Prairieview Parkway.

Fox Run Lane, northbound, at Whitetail Circle.

Fox Run Lane, southbound, at Whitetail Circle (northern intersection).

Fox Run Lane, southbound, at Whitetail Circle (southern intersection).

Grace Place, northbound, at Washington Avenue.

Grace Place, southbound, at Jefferson Avenue.

Grove Street, at Madison Avenue.

Hampshire Drive, eastbound, at Prairieview Parkway.

Hampshire Drive, northbound, at Whitetail Circle.

Hampshire Drive, westbound, at Prairieview Parkway.

High Avenue, at Elm Street.

Highland Avenue, at Warner Street, and at Centennial Drive.

Hillcrest Avenue, at Elm Street.

Hillcrest Avenue, at Warner Street, and at Centennial Drive.

Jack Dylan Drive, eastbound, at Getzelman Road.

Jack Dylan Drive, westbound, at Schmidt Drive.

Jackson Avenue, at Warner Street.

Jake Lane, at Elm Street.

Jake Lane, at Warner Street.

Jefferson Avenue, at Warner Street.

Johnson Street, southbound, at Century Drive.

Johnson Street, southbound, at White Oak Street.

Julie Lane, at Elm Street.

Julie Lane, at Warner Street.

Kelley Road, eastbound, at Wild Prairie Pointe.

Kelley Road, westbound, at Wild Prairie Pointe.

Klick Street, southbound, at Edgewood.

Larkspur Drive, eastbound, at Wild Prairie Pointe.

Madison Avenue, at East Jefferson Avenue.

Madison Avenue, southbound, at South Street.

Maple Place, northbound, at Washington Street.

Maple Place, southbound, at Jefferson Street.

Oak Hill Lane, eastbound, at Getzelman Road.

Oak Hill Lane, southbound, at Pheasant Trail.

Oak Street, at West Jackson Avenue.

Oak Street, northbound, at Rinn Avenue.

Old Mill Lane, at Warner Street.

Old Mill Lane, eastbound, at Centennial Drive.

Old Oak Court, southbound, at Oak Hill Lane.

Panama Avenue, at Warner Street.

Panama Street, eastbound, at Centennial Boulevard.

Panama Street, northbound, at White Oak Street.

Panama Street, westbound, at Centennial Boulevard.

Park Street, at West Jackson Avenue.

Pheasant Trail, eastbound, at Getzelman Road.

Prairie Street, at Terwilliger Avenue.

Prairieview Parkway, at Terwilliger Avenue, and at Route 72.

Prairieview Parkway, at Whitetail Circle (southern intersection).

Sawgrass Lane, northbound, at Woodside Terrace.

Smith Drive, northbound, at South Street.

Smith Drive, southbound, at Panama.

South Street, at Elm Street.

South Street, eastbound, at Smith Drive.

State Street, northbound, at Route 72.

Sunriver Court, eastbound, at Bennington Lane.

Sunriver Court, eastbound, at Dawn's End.

Terwilliger Avenue, at Prairie Street.

Tuscany Trail, at Da Vinci Drive.

Warner Street, at Jake Lane.

Warner Street, at Jefferson Avenue.

Whitetail Circle, at Prairieview Parkway.

Whitetail Circle, westbound, at Prairieview Parkway.

Wild Prairie Pointe, northbound, at Champion Drive.

Wild Prairie Pointe, northbound, at Dawn's End.

Wild Prairie Pointe, northbound, at Larkspur Drive.

Wild Prairie Pointe, southbound, at Champion Drive.

Wild Prairie Pointe, southbound, at Dawn's End.

Wild Prairie Pointe, southbound, at Larkspur Drive.

Wild Sienna, eastbound, at Wild Prairie Pointe.

Wild Sienna, westbound, at Larkspur Drive.

Woodside Terrace, eastbound, at Prairieview Parkway.

SECTION 3. 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 amendment contemplated by this Ordinance and shall take all action necessary in conformity therewith. The Streets Supervisor of the Village's Public Works Department or his or her designee is authorized and directed to post or cause to be posted signs in accordance with the terms of this Ordinance.

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 Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 5. 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 6. 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 7. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 8. 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 9. 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.

ADOPTED THIS __ DAY OF _____, 2024.

AYES/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

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 SECTION 2-4-2 OF THE MUNICIPAL CODE OF HAMPSHIRE OF 1985 TO DESIGNATE STOP INTERSECTIONS FOR 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)



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 August 1, 2024
RE: PZC-24-02 - Lot 20 Washington Ave. - Map Amendment (Rezoning), Text Amendment & Special Use

Background: Samantha Schneeberger (Petitioner & Owner) is requesting the following in order to operate a greenhouse as a principal use and structure:

1. Request for Map Amendment (Rezoning) from M-1, Restricted Industrial, District to R-2, Single-Family Residence, District.
2. Request for Text Amendment to Sec. 6-7-2-B of the Hampshire Zoning Ordinance to permit Greenhouse as a Special Use in the R-2 Zoning District.
3. Request for Special Use per Sec. 6-7-2-B of the Hampshire Zoning Ordinance to permit a Greenhouse.

The petitioner purchased the property in 2022 and constructed a greenhouse with the intention of creating a community garden for use by the public. The petitioner was notified by the Village in the beginning of 2024 that the structure was not as a building permit was not issued and the principal use of a greenhouse/community garden was not permitted by the zoning ordinance. In order to permit the greenhouse as a principal structure and use the above-mentioned zoning entitlements would need to be requested and approved.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission held a Public Hearing on the matter on July 22, 2024 and recommended the following:

1. Approval of the Map Amendment (Rezoning) by a vote of 6-0.
2. Approval of the Text Amendment by a vote of 5-1.
3. Approval of the Special Use by a vote of 5-1.

The Planning & Zoning Commission adopted the Findings of Fact of Village staff, which are provided in the Planning & Zoning Commission Agenda Supplement attached to this agenda supplement.

The Planning & Zoning Commission's approval recommendation for the special use included five conditions of approval as recommend by staff and are as follows:

1. Building permits for the greenhouse structure be submitted to the Village within forty-five (45) days of the date zoning entitlement approval by the Village Board or the Special Use shall be null and void.
2. Construction or any modification to the greenhouse structure begin within thirty (30) days of permit issuance or the Special Use shall be null and void.
3. Construction or any modification to the greenhouse structure shall be completed within one (1) year of permit issuance or the Special Use shall be null and void.
4. The proposed greenhouse structure and use shall only be utilized by the property owner and shall not be open to public/community gardening.
5. The proposed greenhouse structure shall meet all Village code requirements and regulations.

Public Comments: One public comment was provided by the property owner at 276 Washington Ave., which is adjacent to the east of the subject property. The resident stated that she is in support of the greenhouse and gardening requests as it is an improvement to the area.

Recommendation: For the Village Board to consider the Planning & Zoning Commission approval recommendations of the map amendment (rezoning), text amendment, and special use for the subject property.

Documents Attached:

1. Planning & Zoning Commission Agenda Supplement
2. Land Use Application
3. Sec. 6-7-2-B - Red-Line Amendments
4. Petitioner's Response to Findings of Fact
5. Certificate of Publication of Public Hearing Legal Notice



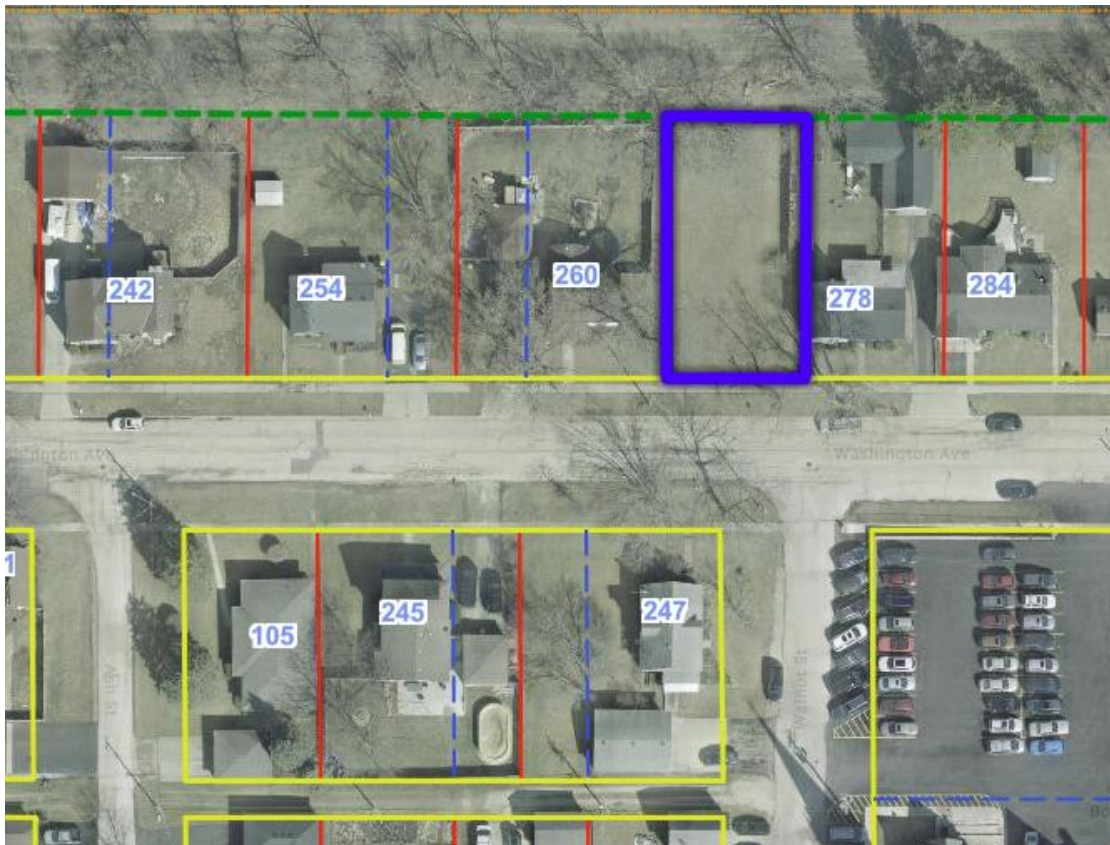
Village of Hampshire
234 S. State Street, Hampshire IL 60140
Phone: 847-683-2181 | www.hampshireil.org

AGENDA SUPPLEMENT

TO: Planning & Zoning Commission
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Planning & Zoning Commission Meeting on July 22, 2024
**RE: PZC-24-02 - Lot 20 Washington Ave. - Map Amendment (Rezoning),
Text Amendment & Special Use**

PROPOSAL: Samantha Schneeberger (Petitioner & Owner) is requesting the approval of the following in order to operate a greenhouse:

1. Request for Map Amendment (Rezoning) from M-1, Restricted Industrial, District to R-2, Single-Family Residence, District.
2. Request for Text Amendment to Sec. 6-7-2-B of the Hampshire Zoning Ordinance to permit Greenhouse as a Special Use in the R-2 Zoning District.
3. Request for Special Use per Sec. 6-7-2-B of the Hampshire Zoning Ordinance to permit a Greenhouse.





BACKGROUND: The petitioner purchased the property in 2022 and constructed a greenhouse structure on the subject property with the intention of creating a community garden for use by the public.

The petitioner was formally notified by the Village in the beginning of 2024 that the structure was not permitted as a building permit was not issued and the greenhouse/community garden use was not permitted by the zoning ordinance.

Village staff met with the petitioner to discuss the outstanding code violations in early 2024 to discuss the petitioner's options to bring the subject property into compliance with code.

One of the options offered was to apply for zoning entitlements to bring the property and use into compliance with the zoning ordinance. The petitioner opted for this option is now requesting the zoning entitlements under the Proposal section of this supplement.

ANALYSIS: The subject property is approximately 0.16 acres (6,870 sq. ft.) and is located at the northwest corner of the intersection of Washington Ave. and Walnut St. The subject property is currently improved with a greenhouse structure built in 2023.

The subject property is zoned M-1, Restricted Industrial, District.

The following are the adjacent property zoning and uses:

North: M-1, Restricted Industrial, District - Manufacturing/Warehouse

South: R-2, Single-Family Residence, District - Residential

East: M-1, Restricted Industrial, District - Residential

West: R-2, Single-Family Residence, District - Residential

Map Amendment (Rezoning):

There are no minimum lot standards for the R-2 zoning district to consider for the map amendment (rezoning) request.

The adjacent properties except for the property to the north which is separated by a railroad right-of-way are all residential uses. The subject property is also sized for residential use rather than industrial.

Text Amendment:

A greenhouse and garden are common accessory structures and use in residential zoning districts. However, it is not common as a principal structure use in a residential zoning district.



Special Use:

The zoning ordinance establishes a classification or list of uses that shall be considered a special use, "which are deemed desirable for public welfare within a given district, but which might have an adverse effect upon nearby properties or upon the character and future development of the district in which they are located" [Sec. 6-3-8-A].

The proposed special use of a greenhouse can potentially provide a use that is found enjoyable by the general public. The structure itself may not cause adverse impacts on adjacent/neighborhood properties as a greenhouse can be a common structure on a residential property. The petitioner states that the structure/use will not be open to the public so this should not create or increase traffic on the public street.

REQUIRED FINDINGS OF FACT: The following are the required findings of fact for a Map Amendment (Rezoning) and Special Use. The zoning ordinance does not list any required findings of fact for a Text Amendment.

Map Amendment (Rezoning) - Sec. 6-14-3-G-8-a:

1. Existing uses of property within the general area of the property in question.
2. The zoning classification of property within the general area of the property in question.
3. The suitability of the property in question to the uses permitted under the existing zoning classification.
4. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classification.
5. The objects of the current land use plan.

Special Use - Sec. 6-14-3-H-9:

1. That the establishment, maintenance or operation of the special use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.
2. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted and will not substantially diminish and impair property values within the neighborhood.
3. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
4. That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal



and functional plan of the structures already constructed or during construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.

5. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.
6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the board of trustees pursuant to the recommendations of the Planning and Zoning Commission

PROPOSED FINDINGS OF FACT: The proposed findings of facts shall be as follows:

Map Amendment (Rezoning):

1. The existing uses of the property in the general area are residential uses. The proposed rezoning would then permit or allow for a single-family residence to be constructed on the subject property.
2. The zoning classification of property within the general area is R-2, Single-Family Residence, District. The proposed rezoning would make it the same classification as the general area.
3. The subject property cannot be developed for an industrial/manufacturing use due to the size limitations of the lot, which was platted for a residential use.
4. The general area has already been developed and any future development would be for residential uses and not as industrial/manufacturing.
5. The current land use and future land use plan indicates the area to be used for residential and other uses (i.e. church, school, park) common for a residential area.

Text Amendment:

1. The zoning ordinance does not list any findings of fact for a text amendment.

Special Use:

1. The establishment of the proposed special use will not detrimental or endanger the public health or general welfare as the proposed special use is a common structure and use in residential areas.
2. The proposed special use will not be injurious to the use or enjoyment of other properties in the immediate vicinity as the proposed special use will not prevent the properties from being used as residential properties.



3. The proposed special use will not prevent the properties from being developed or used as residential properties or other uses permitted in the R-2 zoning district as the proposed special use is confined to the subject property.
4. The proposed exterior architectural appeal and functional plan of the greenhouse will be consistent with the look/design of other greenhouses that can be constructed in the R-2 zoning district as an accessory structure, however, the proposed greenhouse will be larger than those constructed as an accessory structure.
5. The subject property is not connected to Village utilities. The subject property has a frontage on a Village street but does not provide any off-street parking. Drainage and any other necessary facilities will be reviewed during the permitting process for the greenhouse structure.
6. The subject property does not provide off-street parking. However, as the greenhouse will be used for private use only it is not expected to create or increase traffic congestion on public streets. On-street parking is allowed along Washington Ave.
7. The proposed special use and any associated structure will need to be constructed and designed to meet all Village code requirements.

PUBLIC COMMENTS: Village staff has not received any public comments regarding this petition as of July 17, 2024.

STAFF RECOMMENDED CONDITIONS OF APPROVAL: Village staff recommends the following conditions of approval be included if a favorable recommendation is made by the Planning & Zoning Commission:

1. Building permits for the greenhouse structure be submitted to the Village within forty-five (45) days of the date zoning entitlement approval by the Village Board or the Special Use shall be null and void.
2. Construction or any modification to the greenhouse structure begin within thirty (30) days of permit issuance or the Special Use shall be null and void.
3. Construction or any modification to the greenhouse structure shall be completed within one (1) year of permit issuance or the Special Use shall be null and void.
4. The proposed greenhouse structure and use shall only be utilized by the property owner and shall not be open to public/community gardening.
5. The proposed greenhouse structure shall meet all Village code requirements and regulations.



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

RECOMMENDED MOTION:

I move to accept and adopt Staff's Findings of Fact included in the Agenda Supplement and recommend approval of PZC-24-02 for a map amendment (rezoning) from M-1 to R-2, text amendment to Sec. 6-7-2-B of the zoning ordinance to permit a greenhouse as a special use, and special use per Sec. 6-7-2-B to permit a greenhouse with Staff's Recommended Conditions of Approval #1-5.

DOCUMENTS ATTACHED:

1. Land Use Application
2. Sec. 6-7-2-B - Red-Line Amendments
3. Petitioner's Response to Findings of Fact
4. Certificate of Publication of Public Hearing Legal Notice



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

Land Use Application

Date: 4/28/24

The Undersigned respectfully petitions the Village of Hampshire to review and consider granting the following approval(s) on the land herein described.
(check all that apply)

- Variance*
- Special Use Permit*
- Rezoning from M1 District to R2 District (ex. M1 to M2)*
- Annexation*
- Subdivision
- Other Site Plan: _____

*requires a 15-30 day public notice period

APPLICANT INFORMATION

APPLICANT (print or type)

Name: _____

Address: 681 Olive Lane Hampshire Phone: _____

CONTACT PERSON (if different from applicant)

Name: _____ Email: _____

Address: _____ Phone: _____

IS THE APPLICANT THE OWNER OF THE SUBJECT PROPERTY?

YES NO

If the applicant is not the owner of the subject property, a written and signed statement from the owner authorizing the applicant to file must be attached to this application.

IS THE OWNER A TRUSTEE/BENEFICIARY OF A LAND TRUST?

YES NO

If the owner of the subject property is a trustee of a land trust or beneficiaries of a land trust, a disclosure statement identifying each beneficiary of such land trust by name and address, and defining his/her interest therein, shall be attached hereto.

PROPERTY INFORMATION

Name of Development (if any): _____

Address: Lot 00 Hampshire (Washington)

Parcel Number(s): 01-02-351-019

Total Area (acres): .25 acre

Legal Description: must be attached to this application

Fire Protection District: Hampshire

School District: D300

Library District: Hampshire

Park District: Hampshire

Township: Hampshire

Current Zoning District: M1

Current Use:

Greenhouse

Proposed Zoning/Variance/Use:

To be used as a shed (Greenhouse); for a Community/
Shared space garden / Sanctuary

Reason/ Explanation for Zoning/ Variance/ Use:

Greenhouse - Community/neighborhood enrichment
natural resource conservation

Sec. 6-7-2-B:

B. In an R-2 Single-Family Residence District, the only special uses shall be as follows:

Special uses allowed in the R-1 Single-Family Residence District in subsection 6-7-1-B of this article.

Convalescent, rest and nursing homes

Greenhouses

Mortuaries

Nursery, childcare

Preschools

Required Findings of Fact for Map Amendment Rezoning in Hampshire, IL

1. **Existing Uses of Property within the General Area:**
 - The general area surrounding the property in Hampshire, IL, includes various land uses. Predominantly, it features industrial, residential, and some commercial properties.
2. **Zoning Classification of Property within the General Area:**
 - Properties in the vicinity are zoned for different purposes, including industrial (M1), residential, and commercial. The specific zoning classification can vary block by block, reflecting a mix of uses that support both community living and business operations.
3. **Suitability of the Property in Question to the Uses Permitted under the Existing Classification:**
 - The property is currently zoned M1 (industrial), which is generally intended for manufacturing, warehousing, and other industrial uses. While suitable for industrial activities, changing the classification to residential will enhance the village by providing a community-centered green space that promotes local agriculture and social interaction.
4. **Trend of Development in the General Area:**
 - The development trend in Hampshire has shown a balanced mix of residential growth and industrial/commercial expansion. There have been gradual shifts with some industrial areas being repurposed for residential and mixed-use developments, reflecting changing community needs and economic conditions.
5. **Objects of the Current Land Use Plan:**
 - Hampshire's land use plan aims to create a balanced and sustainable community by supporting a mix of residential, commercial, and industrial developments. The plan emphasizes enhancing community amenities, maintaining a high quality of life, and ensuring that new developments are in harmony with the existing community fabric.

Responses to Special Use Standards for Rezoning in Hampshire, IL

1. **Public Health, Safety, Morals, Comfort, or General Welfare:**
 - The community/shared space garden and greenhouse will not be detrimental to public health, safety, morals, comfort, or general welfare. On the contrary, it will provide fresh produce, educational opportunities, and a green space for relaxation, thereby enhancing community well-being.
2. **Injury to Use and Enjoyment of Other Property:**
 - The special use will not be injurious to nearby properties. The community garden will enhance the neighborhood's aesthetic appeal and provide a tranquil environment, increasing overall enjoyment and possibly property values.
3. **Impediment to Development:**
 - The establishment of the community garden and greenhouse will not impede the normal and orderly development of the surrounding property. It aligns with trends of incorporating green spaces within residential areas, supporting overall neighborhood development.
4. **Architectural Appeal and Functional Plan:**
 - The exterior architectural appeal and functional plan of the greenhouse is designed to harmonize with the surrounding structures. It features aesthetically

pleasing and environmentally friendly design elements, ensuring it complements the neighborhood and does not cause property depreciation.

5. Utilities and Facilities:

- The greenhouse will be an environmentally friendly and sustainable space, utilizing rain barrels to collect water. It will not have a bathroom, water, or other utilities, and the greenhouse will not be open to the public. Appropriate measures will be taken to ensure efficient water drainage and accessibility.

6. Ingress and Egress:

- Adequate measures will be implemented to provide ingress and egress, minimizing traffic congestion on public streets. This includes designing access points that facilitate smooth traffic flow for visitors.

7. Conformance to Regulations:

- The special use will conform to all applicable district regulations, except where modifications are approved by the board of trustees based on recommendations from the Planning and Zoning Commission. This ensures that the project meets all necessary legal and community standards.

**NOTICE OF PUBLIC HEARING
VILLAGE OF HAMPSHIRE PLANNING & ZONING
COMMISSION**

NOTICE IS HEREBY given that on July 22, 2024 at 7:00 p.m., or as soon thereafter as the case may be heard, at the Hampshire Village Hall, 234 S. State Street, Hampshire, IL 60140, Samantha Schneeberger (Petitioner & Owner) shall appear before the Hampshire Planning & Zoning Commission for a Public Hearing on the following for the property located at Lot 20 Washington Avenue, Hampshire, IL 60140:

1. Request for Map Amendment (Rezoning) from M-1, Restricted Industrial, District to R-2, Single-Family Residence, District.
2. Request for Text Amendment to Sec. 6-7-2-B of the Hampshire Zoning Ordinance to permit Greenhouse as a Special Use in the R-2 Zoning District.
3. Request for Special Use per Sec. 6-7-2-B of the Hampshire Zoning Ordinance to permit a Greenhouse.

The Subject Property is identified by the following PIN: 01-22-351-019.

The above petition is open to inspection at the Hampshire Village Hall, 234 S. State Street, Hampshire, IL 60140. Written comments, questions, and/or statements can be submitted by email to mkhan@hampshireil.org or by mail addressed to:
Village of Hampshire
Attn: Mo Khan - PZC-24-03
PO Box 457
Hampshire, IL 60140

NOTE: Any person who has a disability requiring a reasonable accommodation to participate in this public hearing should contact Karen Stuehler, Village Clerk, 234 S. State Street, Hampshire, IL 60140 or call 847-683-2131 within a reasonable time before the meeting. Requests for a qualified interpreter require five (5) working days advance notice.

Karen Stuehler, Village Clerk
Published in Daily Herald July 2, 2024 (4617239)

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 07/02/2024 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 *Danula Baltz*
Designee of the Publisher of the Daily Herald

Control # 4617239



THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE
VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
*(Lot 20 Washington Avenue)***

**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 REZONING CERTAIN REAL PROPERTY LOCATED IN THE
VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
(Lot 20 Washington Avenue)**

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, there exists certain real property commonly known as Lot 20 Washington Avenue, Hampshire, Illinois 60140 (the “Property”); and

WHEREAS, the owner of record or an assignee (collectively, the “Owner”) purchased the Property and constructed a greenhouse on the Property with the intent of creating a community garden, however, the Property is currently zoned as M-1 Restricted Industrial District (“M-1”); and

WHEREAS, the Owner submitted an application to the Village that included exhibits containing plans and specifications for the Property (the “Petition”), incorporated herein by reference, requesting that the Village rezone the Property to R-2 Single-Family Residence District (“R-2”) instead of M-1 (the “Zoning Relief”); 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 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 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 amendments to the text of the Zoning Ordinance and rezoning classifications; and

WHEREAS, after all required notices were given and posted, the PZC held a public hearing (the “Hearing”) regarding the Zoning Relief; and

WHEREAS, at the Hearing, testimony was given, evidence was presented, comments were solicited and the public was afforded opportunities to be heard regarding the Petition and the proposed Zoning Relief; and

WHEREAS, the PZC considered each of the factors set forth in Subsection 6-14-3G.8.a of the Zoning Ordinance and based on the testimony and evidence presented at the Hearing, the PZC made certain findings of fact (the “Findings of Fact”), attached hereto and incorporated herein as Exhibit A, and recommended that the Corporate Authorities grant and approve the Zoning Relief; and

WHEREAS, the Corporate Authorities have duly considered the Petition and the recommendations of the PZC in connection with the requested Zoning Relief; and

WHEREAS, based on the foregoing, including the Findings of Fact, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to approve the Zoning Relief;

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 contained in the preambles to this Ordinance are full, true and correct and hereby incorporate and make them part of this Ordinance.

SECTION 2. The Corporate Authorities considered: (a) the existing uses of property within the general area of the Property; (b) the zoning classification of property within the general area of the Property; (c) the suitability of the Property to the uses permitted under the existing zoning classification; (d) the trend of development, if any, in the general area of the Property, including changes, if any, which have taken place in its present zoning classification; and (e) the objectives of the current land use plan. After thoughtful consideration, the Corporate Authorities hereby accept the PZC's Findings of Fact and, based thereon and on other testimony and evidence, including the fact that: (i) the Zoning Relief will be consistent with other property in the area; (ii) most of the properties in the area were zoned for industrial/manufacturing uses but as neighboring properties were sold, some were rezoned R-2; and (iii) the Property is too small for industrial/manufacturing uses and is more suited to residential uses, the Corporate Authorities hereby find and determine that the Zoning Relief should be approved and granted to the Property. Based on the foregoing and the Findings of Fact, the Corporate Authorities hereby authorize, approve and grant the Zoning Relief, as set forth in the Findings of Fact. In accordance with applicable law, the Official Zoning Map of the Village (the "Zoning Map") is hereby amended so that the Property is classified R-2 instead of M-1. The employees and officers of the Village are authorized and directed to take any and all action necessary to carry out the intent of this

Ordinance. The Village Clerk is directed to work with the Village Engineer to ensure that the Zoning Map is amended and the Zoning Relief is accurately reflected on the Zoning Map.

SECTION 3. That the officers, employees, and agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the Zoning Relief contemplated by this Ordinance and shall take all action necessary in conformity therewith.

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 Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 5. 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 6. 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 7. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 8. 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 9. This Ordinance shall be in full force and effect after passage, approval and publication in pamphlet form or as otherwise provided by applicable law.

ADOPTED THIS __ DAY OF _____, 2024.

AYES/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(FINDINGS OF FACT)

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 REZONING CERTAIN REAL PROPERTY LOCATED IN THE
VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
(*Lot 20 Washington Avenue*)**

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

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SUBSECTION 6-7-2B
OF THE MUNICIPAL CODE OF HAMPSHIRE OF 1985 REGARDING
GREENHOUSES LOCATED WITHIN R-2 SINGLE-FAMILY RESIDENCE DISTRICTS
OF 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 SUBSECTION 6-7-2B
OF THE MUNICIPAL CODE OF HAMPSHIRE OF 1985 REGARDING
GREENHOUSES LOCATED WITHIN R-2 SINGLE-FAMILY RESIDENCE DISTRICTS
OF 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, after all required notices were given, the PZC held a public hearing (the “Hearing”) regarding amending Subsection 6-7-2B of the Zoning Ordinance to allow greenhouses in R-2 Single-Family Residence Districts (“R-2 Districts”) with the grant of a special use (the “Amendment”); 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 Amendment; and

WHEREAS, based on the testimony and evidence given at the Hearing, the PZC made a recommendation to the Corporate Authorities that the Amendment be approved (the “Recommendation”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, other communities allow greenhouses and gardens as principal structures and allowing greenhouses in R-2 Districts is consistent with other residential uses allowed or permitted in R-2 Districts; and

WHEREAS, based on the foregoing, including the Recommendation, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to approve the Amendment and amend the Zoning Ordinance as set forth herein; 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 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 amending the language of Subsection 6-7-2B of Chapter 6 as set forth below (additions underlined; deletions ~~stricken~~):

6-7-2: R-2 SINGLE-FAMILY RESIDENCE DISTRICT REQUIREMENTS:

B. In an R-2 Single-Family Residence District, the only special uses shall be as follows:

Special uses allowed in the R-1 Single-Family Residence District in subsection 6-7-1B of this article.

Convalescent, rest and nursing homes.

Greenhouses.

Mortuaries.

Nursery, childcare.

Preschools.

SECTION 3. That the officers, employees, and agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the Zoning Relief contemplated by this Ordinance and shall take all action necessary in conformity therewith.

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 Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 5. 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 6. 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 7. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 8. 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 9. This Ordinance shall be in full force and effect after passage, approval and publication in pamphlet form or as otherwise provided by applicable law.

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ADOPTED THIS __ DAY OF _____, 2024.

AYES/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(RECOMMENDATION)

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE TO CERTAIN REAL PROPERTY
LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
*(Lot 20 Washington Avenue - Greenhouse)***

**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 GRANTING A SPECIAL USE TO CERTAIN REAL PROPERTY
LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
(*Lot 20 Washington Avenue - Greenhouse*)**

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 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, there exists certain real property commonly known as Lot 20 Washington Avenue, Hampshire, Illinois 60140 (the “Property”); 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 regulations for the Village; and

WHEREAS, Section 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1.1) authorizes the Corporate Authorities to provide for special uses; and

WHEREAS, Section 6-14-3 of the Zoning Ordinance authorizes the planning and zoning commission (the “PZC”) to submit reports of findings and recommendations to the Village Board for special uses; and

WHEREAS, the owner of record or an assignee (collectively, the “Owner”) purchased the Property and constructed a greenhouse on the Property with the intent of creating a community garden; and

WHEREAS, the Owner submitted an application to the Village that included exhibits containing plans and specifications for the Property (the “Petition”), incorporated herein by reference, requesting a special use to allow a greenhouse to be located on the Property (the “Special Use”); and

WHEREAS, after all required notices were given and posted, the PZC held a public hearing (the “Hearing”) regarding the Special Use; and

WHEREAS, at the Hearing, testimony was given, evidence was presented, comments were solicited, the public was afforded opportunities to be heard regarding the Petition and the proposed Special Use and due consideration was given to the Petition; and

WHEREAS, the PZC considered each of the factors set forth in Subsection 6-14-3H of the Zoning Ordinance and, 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 Special Use be granted and approved (the “Findings of Fact”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the grant and approval of the Special Use was based on certain conditions (the “Conditions”), which are included in the Findings of Fact; and

WHEREAS, the Corporate Authorities have duly considered the Petition and the recommendation of the PZC in connection with the requested Special Use; and

WHEREAS, pursuant to the Zoning Ordinance, the Village Board may grant or deny, by ordinance or resolution, any application for a special use, and may establish such conditions and

restrictions upon the establishment, location, construction, maintenance and operation of the special use, as is deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified herein; and

WHEREAS, the Special Use will promote the public health, safety, comfort, morals and/or welfare; and

WHEREAS, after review of the Petition and related evidence, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to approve the Special Use, subject to the Conditions;

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 contained in the preambles to this Ordinance are full, true and correct and hereby incorporate and make them part of this Ordinance.

SECTION 2. After thoughtful consideration, the Corporate Authorities hereby accept the Findings of Fact and, based on the Petition and other testimony and evidence, including that the neighbors previously took turns caring for the unkept Property, the Owner intends to use the Property in a way that would benefit neighbors, the greenhouse allows for cross-pollination of plants on neighboring properties and the greenhouse may provide produce for those in need, hereby find that: (a) the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare; (b) the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, and will not substantially diminish and impair property values within

the neighborhood; (c) the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R-2 Single-Family Residence District (“R-2 District”); (d) the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the R-2 District, as to cause a substantial depreciation in the property values within the neighborhood; (e) adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided; (f) adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and (g) the Special Use shall, in all other respects, conform to the applicable regulations of the R-2 District, except as such regulations may, in each instance, be modified by the Village Board pursuant to the recommendations of the PZC. The Corporate Authorities further find and determine that it is necessary for the protection of the public interest and to secure compliance with the standards and requirements specified in the Zoning Ordinance to grant the Special Use subject to the Conditions. The Special Use is hereby authorized, approved and granted, subject to the Conditions. The employees and officers of the Village are authorized and directed to take any and all action necessary to carry out the intent of this Ordinance.

SECTION 3. That the officers, employees, and agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the Zoning Relief contemplated by this Ordinance and shall take all action necessary in conformity therewith.

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 Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 5. 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 6. 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 7. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 8. 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 9. This Ordinance shall be in full force and effect 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/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(FINDINGS OF FACT)

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 GRANTING A SPECIAL USE TO CERTAIN REAL PROPERTY
LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
(*Lot 20 Washington Avenue - Greenhouse*)**

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)



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 August 1, 2024
RE: Cost Sharing Agreement with Crown Development for Oakstead Pressure Reducing Valve (PRV)

Background: A pressure reducing valve (PRV) is required to provide water service to the Oakstead residential development. In the Development Agreement with Crown, the Village is responsible for the design engineering and permitting of the PRV. Also per the Development Agreement, Crown will reimburse the Village for the cost of design engineering and permitting as well as funding the construction of the PRV.

Recommendation: For the Village Board to approve the Cost Sharing Agreement with Hampshire East, LLC (c/o Crown Development) for the Oakstead PRV.

Documents Attached:

1. Cost Sharing Agreement
2. Ord. 24-XX

COST SHARING AGREEMENT

This Cost Sharing Agreement (this “**Agreement**” or “**Cost Sharing Agreement**”) is entered into by and between the Village of Hampshire, Kane and McHenry Counties, Illinois (the “**Village**”) and Hampshire East LLC, an Illinois limited liability company (“**Crown**”) as of the ____ day of _____, 2024 (the “**Effective Date**”). The Village and Crown are sometimes referred to as the “**Parties**” and individually as a “**Party**.”

WHEREAS, 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, Crown, or an authorized designee or related entity, is undertaking a residential development within the Village known as the Oakstead development (“**Oakstead**”); and

WHEREAS, the Parties acknowledge that the successful completion of the development will require the expenditure of certain funds; and

WHEREAS, Crown intends to be responsible for all costs and expenses associated with the expenditures contemplated herein with the Oakstead;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Cost Allocation; Reimbursement. Prompt Payment. Crown agrees to be financially responsible for the completion of the design of a pressure reducing valve and other similar items related to Oakstead. Crown shall, upon receipt of a written request for reimbursement from the Village, reimburse the Village for all costs and expenses so requested. Crown agrees to and shall pay all reimbursements via check or wire transfer (with instructions to be exchanged by the Parties) no later than thirty (30) days after Crown’s receipt of a request for reimbursement from the Village. In the event that Crown incurs any costs or expenses directly, Crown shall pay all such costs and expenses in a timely manner and shall dispatch a copy of the payment receipt to the Village concurrently with the making of the payment. Crown additionally, shall furnish all materials, equipment, and supplies necessary to perform its obligations under this Agreement if so requested or customary for the project being undertaken. Time is of the essence in the performance of this Agreement. Crown acknowledges that in addition to any other rights or remedies available to the Village, the Village shall have the right to withhold approvals under the Hampshire Municipal Code of 1985 (the “**Village Code**”).

Section 2. Village Obligations. Village covenants and agrees (i) to cooperate in, and not to interfere with, the full and complete implementation of this Cost Sharing Agreement and (ii) to supply Crown with any information on actual or estimated costs of improvements as may be

F. Survival; Term. All representations and warranties contained herein (including in the Recitals and Exhibits) shall survive the execution of this Agreement and the recordation thereof and shall not be merged. Time is of the essence in the discharge of the obligations in this Agreement. This Agreement shall be in full force and effect from the Effective Date until the longest time permitted by law unless terminated by the mutual written agreement of the Parties.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

H. No Liability of Corporate Authorities. The Parties acknowledge and agree that each individual member of the Village Board and the Village President entered into this Agreement in his or her corporate or official capacity and shall have no personal liability whatsoever for such action or any breach or claim arising from this Agreement.

I. Breach. If a Party fails to perform an obligation under this Agreement, it will be in default of this Agreement if it has not cured such failure within thirty (30) days after receipt of written notice of such failure, unless such failure cannot reasonably be cured within said thirty (30) day period, in which case the Party shall be in default of this Agreement if period, it has not diligently pursued the cure of such failure (a “**Default**”). Upon a breach or Default of this Agreement, a Party to this Agreement may: (1) secure in any court of competent jurisdiction, by an appropriate suit, action, mandamus, or other proceeding at law or in equity: (a) specific performance of the covenants and agreements herein contained; (b) damages for failure of performance, subject to the provisions of this Agreement; or (c) both; and (2) have such other relief as is, by law or in equity, available to it. Notwithstanding the foregoing, Crown agrees and acknowledges that it will not seek, and do not have the right to seek or recover a judgment for monetary damages against the Village or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, attorneys, or successors on account of the negotiation or discharge of any of the terms of this Agreement. In case of a judicial proceeding brought by one Party to this Agreement against the other Party, the prevailing Party in such judicial proceeding shall be entitled to reimbursement from the non-prevailing Party for all costs and expenses, including reasonable attorneys’ fees, paralegal fees, stenographer fees, and court and other litigation costs and expenses, incurred in connection with such judicial proceeding.

IN WITNESS WHEREOF, the Parties, acting through their proper and duly authorized representatives, have executed this Agreement as of the Effective Date and certify that they have read, understand, and agree to the terms and conditions of this Agreement.

**VILLAGE OF HAMPSHIRE, ILLINOIS,
An Illinois Municipal Corporation**

By: _____

Michael J. Reid, Jr., Village President

Date : _____

ATTEST:

By: _____
Karen L. Stuehler, Village Clerk

Date : _____

HAMPSHIRE EAST LLC

By: _____
Daniel J. Olsem
Authorized Person

Date : _____

EXHIBIT B
(FINAL ENGINEERING PLANS)

EXHIBIT C
(PRELIMINARY ENGINEERING PLAN FOR OAKSTEAD)

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A COST SHARING AGREEMENT BETWEEN CROWN COMMUNITY DEVELOPMENT, LP AND 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 AUTHORIZING AND APPROVING A COST SHARING
AGREEMENT BETWEEN CROWN COMMUNITY DEVELOPMENT, LP AND 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 and enabling the Village to control development in the area; and

WHEREAS, Crown Community Development, LP or an authorized designee or related entity (“Crown”), is constructing a residential development within the Village known as Oakstead (the “Development”); and

WHEREAS, pursuant to 11-139-2 of the Illinois Municipal Code (65 ILCS 5/11-139-2), any municipality that owns, acquires or constructs and provides for the operation of a combined waterworks and sewerage system may improve and extend that system; and

WHEREAS, to regulate and provide more consistent water pressure to properties in the Village, including those in the vicinity of the Development, it is necessary for the Village or its designee to construct a pressure reducing valve station (the “PRV Station”); and

WHEREAS, Crown and the Village have agreed to enter into a cost sharing agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, whereby Crown agrees to reimburse the Village for certain expenses related to the PRV Station; and

WHEREAS, the Corporate Authorities have determined that it is advisable, in the best interests of the Village and its residents and its environs, in the public interest and necessary for

the protection of the public health to authorize and approve an agreement with terms substantially the same as the Agreement;

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 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. 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 are authorized 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 Ordinance. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Ordinance. The Village is authorized to allocate, spend and receive all necessary funds to fulfill the requirements of the Agreement and this Ordinance.

SECTION 3. 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 4. 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 5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 6. 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 7. This Ordinance shall be in full force and effect after passage, approval and publication in pamphlet form or as otherwise provided by applicable law.

ADOPTED THIS __ DAY OF _____, 2024.

AYES/ YEAS: _____

NAYS/ NOES: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(AGREEMENT)

STATE OF ILLINOIS)
) SS
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:

AN ORDINANCE AUTHORIZING AND APPROVING A COST SHARING AGREEMENT BETWEEN CROWN COMMUNITY DEVELOPMENT, LP AND 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)



To: Village of Hampshire

From: Engineering Enterprises, Inc.

Date: May 24, 2024

Re: Oakstead Pressure Reducing Valve (PRV) - Agenda Supplement

EEI Job #: HA2318-V

Background

The Oakstead development will require a pressure reducing valve to provide water service to the development. In accordance with the Development Agreement with Crown, the Village is responsible for the design and permitting of key regional components of the water system. The Oakstead Pressure Reducing Valve (PRV) is such a system. Per the agreement, Crown will reimburse the Village for the cost of the engineering and permitting and fund the construction of the PRV.

We estimate an approximate six month timeline for design and permitting of the PRV, so Crown has asked the Village to proceed with the design of the improvements and EEI has prepared the attached Professional Services Agreement (PSA).

Upon completion of design, the plans will be turned over to the subdivision developer for bidding and construction. EEI will provide construction engineering services during construction of the PRV under separate contract. Crown will reimburse the Village for all costs associated with this PSA. The total contract amount for the PSA is \$19,832.00.

VILLAGE OF HAMPSHIRE

RESOLUTION NO. 24-_____

A RESOLUTION AUTHORIZING AND APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH ENGINEERING ENTERPRISES, INC. FOR THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, STATE OF ILLINOIS (Oakstead Subdivision Pressure Reducing Valve)

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, Crown Community Development is responsible for the design engineering and construction of a Pressure Reducing Valve for the Oakstead Subdivision; and;

WHEREAS, Crown Community Development are requesting for Engineering Enterprises, Incorporated to complete the design engineering for the Pressure Reducing Valve for the Oakstead Subdivision on their behalf; and

WHEREAS, the Corporate Authorities have decided to engage an engineer to provide engineering services to complete the design engineering for the Oakstead Subdivision Design Engineering (the “Services”); and

WHEREAS, Engineering Enterprises, Inc. has offered to provide the Services to the Village in accordance with the terms of a professional services agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Local Government Professional Services Selection Act (the “Act”) (50 ILCS 510/0.01, *et seq.*) allows the Village to negotiate and enter into contracts for engineering

VILLAGE OF HAMPSHIRE

services on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable compensation; and

WHEREAS, the Village and Engineering Enterprises, Inc. have a satisfactory relationship for engineering services; 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 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.

VILLAGE OF HAMPSHIRE

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.

ADOPTED THIS 6th DAY OF JUNE, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

VILLAGE OF HAMPSHIRE

APPROVED THIS 6th DAY OF JUNE, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

VILLAGE OF HAMPSHIRE

Exhibit A
(Agreement)

Oakstead PRV Station (Design Only)
Village of Hampshire
Professional Services Agreement – Design Engineering

THIS AGREEMENT, by and between the Village of Hampshire, hereinafter referred to as the "Village" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

The ENGINEER shall furnish the necessary personnel, materials, equipment, and expertise to make the necessary investigations, analysis, and calculations along with exhibits, cost estimates, and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment B. Services to be provided include professional engineering services for the design of the Oakstead PRV Station.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the Village prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for in an estimated amount of \$19,832 which includes a fixed fee in the amount of \$16,132 for all EEI labor and an estimated \$3,700 on an actual basis for all direct expenses. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village.



ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the Village for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery : The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting : The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free



Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity : The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax



Exempt Organization (IRC 501(a) only) Corporation Not for Profit Corporation
 Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

ENGINEER shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimated Level of Effort and Associated Cost
- Attachment D:** Anticipated Project Schedule
- Attachment E:** 2023 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:



For the Village:

Village Manager and Village Clerk
Village of Hampshire
234 South State Street
Hampshire, IL 60140

For the ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time-to-time substitute addresses or persons in connection with required notices.

Agreed to this ____ day of _____, 2024.

Village of Hampshire:

Engineering Enterprises, Inc.:

Jay Hedges
Village Manager

Michele Piotrowski, PE, LEED AP
Vice President

Karen Stuehler
Village Clerk

Timothy Paulson, PE, CFM
Senior Project Manager



STANDARD TERMS AND CONDITIONS

Attachment A

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER'S scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and



the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.



Oakstead PRV Station (Design)
Village of Hampshire, IL
Professional Services Agreement - Design

Attachment B – Scope of Services

BACKGROUND

The Village of Hampshire is anticipating constructing the Oakstead PRV Station.

SCOPE OF SERVICES

Engineering Enterprises, Inc. (EEI) will provide the necessary professional consulting and engineering services to design, bid, and contract the Oakstead PRV Station. Below outlines the professional consulting and engineering services to assist the Village in completing these work items:

PROJECT ADMINISTRATION AND MEETINGS

- 0.01 Project Administration
- 0.02 On-going Village Communication/Coordination/Updates
- 0.03 Project Initiation & Progress Meetings (1 Total Meeting with Village plus one (1) internal review meeting)

DESIGN ENGINEERING

- 1.01 Review of Ground Elevations/Pressures/Pressure Zones and Anticipated PRV Location
- 1.02 Coordinate Soil Borings, Report, and CCDD Analysis
- 1.03 Conduct Site Visit
- 1.04 Perform a JULIE Design Request*
- 1.05 Prepare Draft Site Plan (Rough grading, Water Main, Storm Sewer/Drainage)*
- 1.06 Permits/Sign-offs*
 - IDNR - EcoCAT Sign-off*
 - IHPA - Historic Sign-off*
 - Stormwater Permitting (Assumes No Wetlands, No Floodplain)*
- 1.07 Electrical/ComEd Application and Initial Coordination
- 1.08 SCADA Integration and Design
- 1.09 Prepare Specifications for the PRV
- 1.10 Prepare 60% Complete Drawings and Specifications*
- 1.11 Prepare 95% Complete Drawings and Specifications*
- 1.12 Prepare Basis of Design for IEPA Permit and Buyancy Calcs
- 1.13 Prepare PRV Station Layout & Piping Drawings Only
- 1.14 Prepare and Submit IEPA Permit Applications (Includes IEPA Review)*
- 1.15 Complete Plans and Specifications to 100%*
- 1.16 Prepare 100% Engineer's Opinion of Probable Construction Cost*

* = Work being done by others (responsibility of the developer)



DIRECT EXPENSES/SUB-CONSULTANTS

- Printing/Scanning/Vehicle Charges
- Geotechnical Design Services (Rubino)
- Electrical Design Engineering Services (Archer Consulting)
- SCADA Design Engineering Services (EEI will coordinate with and employ the Village's selected SCADA consultant for this project. Typically, the SCADA contractor will provide those services free of charge during the design phase.

EXCLUSIONS:

- Items denoted by a * within the scope items
- Wetland delineation and any associated permitting if required.
- Floodplain study and permitting
- Boundary survey
- Kane-DuPage Soil and Water Conservation District Requirements for Land Use Change
- Requirements related to zoning changes
- Property and easement acquisition coordination
 - Prepare Plat of Survey
 - Prepare Plat of Easement
 - Property acquisition coordination as necessary
- Legal research on the property
- Site and topographical survey
- Bidding and contracting
- Construction engineering

The above scope summarizes the work items that will be completed for this contract. All work items are not known at this time and will only be completed upon direction from Village staff when necessary. Additional work items shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges (Attachment D).



**ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

CLIENT		PROJECT NUMBER	
Village of Hampshire		HA2318-D	
PROJECT TITLE		DATE	PREPARED BY
Oakstead PRV Station		5/13/24	MLP

TASK NO.	TASK DESCRIPTION	ROLE	CLIENT MGR	TECH RESOURCE	PM	SPE II	PE	SPS II	CAD TECH	ADMIN	HOURS	COST
		PERSON	TNP	MLP	TBD	TBD	TBD	JB	MAA	DRA		
		RATE	\$231	\$239	\$208	\$196	\$165	\$196	\$149	\$70		
PROJECT FACILITATION & ADMINISTRATION												
0.01	Project Administration				1						1	\$ 208
0.02	On-going Village/Crown/Developer Communication/Coordination/Updates			1	3						4	\$ 863
0.03	Project Initiation/Progress Meeting (1 Total Meetings with Village plus one (1) internal review meetings)			4	5	5					14	\$ 2,976
Project Facilitation & Administration Subtotal:				-	5	9	5	-	-	-	19	\$ 4,047

DESIGN ENGINEERING												
1.01	Review of Ground Elevations/Pressures/Pressure Zones and Anticipated PRV Location			1	1	2					4	\$ 839
1.02	Coordinate Soil Borings, Report, and CCDD Analysis					2		4			6	\$ 1,176
1.03	Conduct Site Visit				4	4					8	\$ 1,616
1.04	Perform a JULIE Design Request	RESPONSIBILITY OF DEVELOPER'S ENGINEER										
1.05	Prepare Draft Site Plan (Rough grading, Water Main, Storm Sewer/Drainage)	RESPONSIBILITY OF DEVELOPER'S ENGINEER										
1.06	Permits/Sign-offs	RESPONSIBILITY OF DEVELOPER'S ENGINEER										
	IDNR - EcoCAT Sign-off	RESPONSIBILITY OF DEVELOPER'S ENGINEER										
	IHPA - Historic Sign-off	RESPONSIBILITY OF DEVELOPER'S ENGINEER										
	Stormwater Permitting (Assumes No Wetlands, No Floodplai	RESPONSIBILITY OF DEVELOPER'S ENGINEER										
1.07	Electrical/ComEd Application and Initial Coordination				2	4					6	\$ 1,200
1.08	SCADA Integration and Design			1	2	4					7	\$ 1,439
1.09	Prepare Specifications for the PRV			1	2	8					11	\$ 2,223
1.10	Prepare 60% Complete Drawings and Specifications	DRAWINGS TO BE INTEGRATED INTO DEVELOPER PLANS										
1.11	Prepare 95% Complete Drawings and Specifications	DRAWINGS TO BE INTEGRATED INTO DEVELOPER PLANS										
1.12	Prepare Basis of Design for IEPA Permit and Buoyancy Calcs				2	8					10	\$ 1,984
1.13	Prepare PRV Station Layout & Piping Drawings Only				2			8			10	\$ 1,608
1.14	Prepare and Submit IEPA Permit Applications	DEVELOPER'S ENGINEER WILL BE RESPONSIBLE FOR PERMITTING										
1.15	Complete Plans and Specifications to 100%	RESPONSIBILITY OF DEVELOPER'S ENGINEER										
1.16	Prepare 100% Engineer's Opinion of Probable Construction Cost	DEVELOPER'S ENGINEER WILL BE RESPONSIBLE FOR COST ESTIMATING										
Design Engineering Subtotal:				-	3	15	32	-	4	8	62	\$ 12,085

PROJECT TOTAL:	-	8	24	37	-	4	8	-	-	81	\$ 16,132
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EEL STAFF

MLP Michele L. Piotrowski, PE, LEED AP
TAW Todd A. Wells, PE
JB Josh Boatman
MAA Michael A. Agate
CRW Deborah R. Anderson
TBD To Be Determined

DIRECT EXPENSES

Printing/Scanning/Vehicle Charges =	\$ 200
Geotechnical Design Services =	\$ -
Electrical Design Services =	\$ 3,500
SCADA Design Engineering =	\$ -
DIRECT EXPENSES =	\$ 3,700

LABOR SUMMARY

EEL Labor Expenses =	\$ 16,132
TOTAL LABOR EXPENSES	\$ 16,132

TOTAL COSTS	\$ 19,832
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Exclusions:

1. Site and Topographical Survey
2. Preparation of Full Set of Site Engineering Plans
3. Bidding and Contracting
4. Plan review of engineering drawings and specifications
5. Plan review of engineering drawings and specifications
6. Construction engineering and shop drawing review.

Notes:

1. Any site, fence and landscaping shall be installed per Village's requirements.
2. Soil borings will be completed by developer, but shall be completed to the requirements and satisfaction of the Village/EEL.

NOTE: See Attachment B - Scope of Services for Additional Description of Work, Notes, and Exclusions

52 Wheeler Road, Sugar Grove, IL 60554 Tel: 630.466.6700 Fax: 630.466.6701 www.eeiweb.com



ATTACHMENT D: PROJECT SCHEDULE

CLIENT	Village of Hampshire	PROJECT NUMBER	NO2305
PROJECT TITLE	Oakstead PRV Station	DATE	5/13/24
		PREPARED BY	MLP

TASK NO.	TASK DESCRIPTION	2024												2025											
		JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC					
		PROJECT FACILITATION & ADMINISTRATION																							
0.01	Project Administration																								
0.02	On-going Village Communication/Coordination/Updates																								
0.03	Project Initiation & Progress Meetings (2 Total Meetings with Village plus internal review meetings)																								
DESIGN ENGINEERING																									
1.01	Review of Ground Elevations/Pressures/Pressure Zones and Anticipated PRV Location																								
1.02	Coordinate Soil Borings, Report, and CCDD Analysis																								
1.03	Conduct Site Visit																								
1.04	Perform a JULIE Design Request																								
1.05	Prepare Draft Site Plan (Rough grading, Water Main, Storm Sewer/Drainage)																								
1.06	Permits/Sign-offs																								
	IDNR - EcoCAT Sign-off																								
	IHPA - Historic Sign-off																								
	Stormwater Permitting (Assumes No Wetlands, No Floodplain)																								
1.07	Electrical/ComEd Application and Initial Coordination																								
1.08	SCADA Integration and Design																								
1.09	Prepare Specifications for the PRV																								
1.10	Prepare 60% Complete Drawings and Specifications																								
1.11	Prepare 95% Complete Drawings and Specifications																								
1.12	Prepare Basis of Design for IEPA Permit and Buoyancy Calcs																								
1.13	Prepare PRV Station Layout & Piping Drawings Only																								
1.14	Prepare and Submit IEPA Permit Applications (Includes IEPA Review)																								
1.15	Complete Plans and Specifications to 100%																								
1.16	Prepare 100% Engineer's Opinion of Probable Construction Cost																								





Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$244.00
Principal	E-3	\$239.00
Senior Project Manager	E-2	\$231.00
Project Manager	E-1	\$208.00
Senior Project Engineer/Surveyor II	P-6	\$196.00
Senior Project Engineer/Surveyor I	P-5	\$182.00
Project Engineer/Surveyor	P-4	\$165.00
Senior Engineer/Surveyor	P-3	\$152.00
Engineer/Surveyor	P-2	\$138.00
Associate Engineer/Surveyor	P-1	\$124.00
Senior Project Technician II	T-6	\$170.00
Senior Project Technician I	T-5	\$159.00
Project Technician	T-4	\$149.00
Senior Technician	T-3	\$138.00
Technician	T-2	\$124.00
Associate Technician	T-1	\$109.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$112.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Executive Administrative Assistant	A-4	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)		Cost
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 220.00
Expert Testimony		\$ 276.00

AGENDA SUPPLEMENT

TO: President Reid and Village Board

FROM: Lori Lyons, Finance Director

FOR: August 1, 2024 Village Board Meeting

RE: Resolution approving the acquisition and installation of an Early Warning Siren from Braniff Communications as the sole local distributor for Federal Signals

Background. As part of the FY25 budget process, funds were allocated for the purchase of one (1) early warning siren to increase the tornado siren coverage for the Village of Hampshire. After review, it was determined that the siren would be placed at the Well 10/13 drinking water treatment plant on Harmony Road. This placement will ensure that the new homes being constructed in Prairie Ridge will have adequate coverage in case of a severe weather warning.

Analysis. The addition of this sixth siren aligns favorably with the Village's commitment and responsibility for emergency management and preparedness. This siren will be added to the existing system which allows the sirens to be activated by Police or Fire personnel or by radar activation through the National Weather Service. Braniff Communications is the sole local distributor for Federal Signals and provides maintenance to the sirens and equipment in the Village's existing system. Their quote and terms of sale for this acquisition are included as Exhibits A & B and incorporated in the resolution that follows this agenda supplement. As the sole distributor of Federal Signals, it is not in the best interest of the Village to complete a formal bidding procedure.

Recommendation. Staff recommends Board approval of the attached resolution approving the acquisition and installation of an Early Warning Siren from Braniff Communications at a cost of \$29,579.00.

Resolution 24 –XX

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS
AND ACCEPTING THE QUOTE OF
OF BRANNIF COMMUNICATIONS, INC. FOR THE ACQUISITION
AND INSTALLATION OF AN EARLY WARNING SIREN
FOR THE VILLAGE OF HAMPSHIRE**

WHEREAS, THE Village of Hampshire, Kane County, 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 has an outdoor early warning system to inform the community of a spotted tornado or funnel cloud or a radar activation through the National Weather Service, and

WHEREAS, the Village desires to increase its emergency preparedness by adding an additional early warning siren to the existing system; and

WHEREAS, Braniff Communications, Inc. (Vendor) submitted a quote for the acquisition and installation of an early warning siren (project) in the amount of \$29,579.00 attached to this Resolution as Exhibit A and under the sales terms attached as Exhibit B; and

WHEREAS, the Village President and Board of Trustees have determined that it is in the best interest of the Village and the public to waive competitive bidding and accept the quote provided by the Vendor, for the project.

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 Village of Hampshire hereby determines that a formal bidding procedure is not in the best interest of the Village for the project.

Section two. The quote provided by the Vendor is hereby approved in the form attached to this Resolution as Exhibit A.

Section three. The Village Manager is hereby authorized to sign the quote provided by the Vendor the completion of this project in an amount not to exceed \$29,579.00.

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

ADOPTED THIS 1st day of August 2024, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 1st day of August 2024.

Michael J. Reid, Jr.
Village President

ATTEST:

Karen Stuehler
Village Clerk



QUOTATION

Quotation No.: ANS 0303202304C.3
Reference quote no. on your order

Quoted To:
Village of Hampshire
Attn: Doug Pann, Police Chief
234 S. State Street
Hampshire, IL 60140
Phone: 847-683-2240
E-Mail: dpann@hampshireil.org

Quotation Date: 7/19/2024
Expiration Date: 10/19/2024

Sales Representative: Jeffrey Ryba
Representative Firm: Braniff Comm.

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Delivery		Terms		FOB	Ship Via
10 Weeks		Equipment - NET30 upon shipment, Services - NET30 as completed		Origin	Braniff Comm.
Line	Qty.	Part Number	Description	Unit Price	Total
Village of Hampshire, IL					
Proposal for New 2001-130 series Outdoor Warning Siren					
New Warning Siren & Controls					
1	1	2001-130	Electro-Mechanical Siren, Rotating Uni-Directional, 130dB, 800Hz	\$9,146.00	\$9,146.00
2	1	DCFCBH	Mechanical Siren Controller, DC, 1-Way, High Band	\$6,065.00	\$6,065.00
3	1	2001TRBP	Transformer/Rectifier Assembly, 208-240VAC, 48VDC	\$2,938.00	\$2,938.00
4	1	RP164	Antenna w/Ground Plane	\$176.00	\$176.00
5	1	10A3	Cable, Coax, 25', w/Adapter	\$227.00	\$227.00
6	1	AMB-RP164	Antenna Mounting Bracket, Pole Mount	\$70.00	\$70.00
Installation Services					
7	1	TK-IO-CUSTINS	Installation Services, Custom, Installation of new 2001-130 series siren equipment on new 55' Class 2 treated timber poles including related installer-provided material/hardware. Includes standard duty batteries as well as siren commissioning services.	\$9,660.00	\$9,660.00
8	1	TK-IO-CRTPAY-CU	Admin Fee, Prevailing Wage / Certified Payroll / Davis-Bacon Act.	\$1,297.00	\$1,297.00
9	1	FREIGHTANS	Shipping & Handling Fees	\$0.00	\$0.00
Quotation Total:					\$29,579.00

Quotation No.: ANS 0303202304C.3
Reference quote no. on your order

Quoted To:

Village of Hampshire
Attn: Doug Pann, Police Chief
234 S. State Street
Hampshire, IL 60140
Phone: 847-683-2240
E-Mail: dpann@hampshireil.org

Quotation Date: 7/19/2024
Expiration Date: 10/19/2024

Sales Representative: Jeffrey Ryba
Representative Firm: Braniff Comm.

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Quotation Notes:

- 1 Sales tax, if applicable, is not included and will be additional.
- 2 Any fees associated with the connection of power, by the Utility provider or any other entity, shall be the responsibility of the Village.
- 3 Electrical service equipment including, and limited to, a weatherproof fused service disconnect is included in this proposal. Any additional electrical service or power distribution equipment is not included, nor provided for, in this proposal.
- 4 Braniff shall contact JULIE and exercise due care during the equipment installation to prevent damage to underground utilities and surrounding facilities.
- 5 Site restoration is not provided for, nor included, in this proposal.
- 6 Permits, bonds, licenses and fees, if applicable and required, are not included and will be additional.

Proposed By: Jeffrey Ryba
Company: Braniff Communications, Inc.
Address: 4741 W. 136th Street, Crestwood, IL 60418
Country: USA
Phone: 708-597-3200
Fax: 708-597-3307
E-Mail: jryba@braniffcommunications.com
RSM Approval: Teague Cliff

Purchase order MUST be made out to:

Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484

Accepted By: _____

Date: _____

SALES AGREEMENT

(1) **Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) **Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) **Price/Shipping/Payment.** Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

(4) **Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) **Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) **Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) **Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) **Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) **Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(10) **Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

(11) **PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

(12) **Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

(13) **Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

(14) **Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.

(15) **Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

(16) **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

(17) **Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

(18) **Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.

(19) **Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

(20) **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.

(21) **Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.

(22) **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.

(23) **Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminates. Buyer must inform FSC when known or suspected soil contaminates exist at any intended installation site.

(24) **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

(25) **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

(26) **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

(27) **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

(28) **Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

(29) **Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.

2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
alertnotification.com



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: Douglas Pann, Chief of Police
FOR: Village Board Meeting on August 1, 2024
RE: Ordinance Amendment Section 2-4-2 Overweight Vehicles

Background: Village Staff have identified two areas of concern in the village regarding restricting overweight vehicle travel:

State Street between Route 72 and Keyes Avenue

Lakewood Crossing Subdivision

Although State Street already has restrictions, the current ordinance has proven difficult to enforce in court and staff identified the need to enhance the restrictions.

Staff has received several complaints regarding trucks utilizing the Lakewood Crossing neighborhood to cut through from Big Timber Road to the interstate bridge on the north side of the subdivision in order to reach a business park in Huntley.

Analysis: Police Department staff, in consultation with legal counsel as well as experts in the field, has determined the most effective way to restrict truck traffic on State Street and the Lakewood Crossing neighborhood is to 13-ton weight restrictions to these village streets. Upon passing of this ordinance, staff would erect clear signage to the roadways advising of the restrictions. This ordinance would still allow local deliveries as well as reasonable access to heavy vehicles providing services to village residents such as garbage trucks and school buses. In special cases, entities can apply for overweight or over dimension permits.

Recommendation: Staff recommends the approval of the proposed ordinance regarding an ordinance amendment to Section 2-4-2 regarding overweight vehicles operating within the Village of Hampshire.

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 2-4-2 OF THE MUNICIPAL CODE
OF HAMPSHIRE OF 1985 REGARDING OVERWEIGHT VEHICLES OPERATING
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 SECTION 2-4-2 OF THE MUNICIPAL CODE
OF HAMPSHIRE OF 1985 REGARDING OVERWEIGHT VEHICLES OPERATING
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 protecting the health, safety and welfare of residents and visitors of the Village; and

WHEREAS, pursuant to the provisions of Chapter 15 of the Illinois Vehicle Code (625 ILCS 5/15-101, *et seq.*), the Corporate Authorities may impose weigh limitations for vehicles operating on streets or highways under the Village’s jurisdiction, as designated by appropriate signs; and

WHEREAS, Section 2-4-2 of the Municipal Code of Hampshire of 1985 (the “Village Code”) sets forth various traffic regulations to supplement the Illinois Vehicle Code (625 ILCS 5/1-100, *et seq.*); and

WHEREAS, overweight vehicles accelerate road erosion, damage already deteriorating roads and can cause visibility issues and safety concerns when operating in neighborhoods; and

WHEREAS, to help ensure that Village streets and roadways are maintained and vehicles are operated in a safe manner, the Corporate Authorities find that it is advisable, necessary and in the best interests of the Village and its residents to amend the Village Code to add limitations on operating overweight vehicles on specific streets as set forth herein;

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 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 Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adding the following language to Section 2-4-2/11-15 as set forth below (additions underlined; deletions ~~stricken~~):

Section 2-4-2/15-101, 15-111 and 15-316: Overweight Vehicles Prohibited:

A. As provided under the authority of Sections 15-101, 15-111 and 15-316 of the Illinois Vehicle Code (625 ILCS 5/15-101;15-111 and 15-316), it shall be unlawful to operate any vehicle upon any street or roadway within the village where the operation of that vehicle is prohibited by ordinance and where signs of such prohibition are posted. Vehicles operating under the authority of the Illinois Vehicle Code (625 ILCS 5/1-100, et seq.) while using village streets or roadways under “reasonable access” rules will be considered in violation of this section if they are not using the most direct route to points of loading and unloading.

B. The following streets or roadways are restricted to a weight limit of 13 tons (26,000 pounds) as determined by either Registered Weight, Gross Vehicle Weight Rating (GVWR), Gross Combination Vehicle Weight Rating (GCWR) or actual weight:

State Street from Route 72 to Keyes Avenue.

The following streets located in Lakewood Crossing Subdivision:

Ridgecrest Drive

Carlisle Lane

Hearthstone Drive

Justin Lane

Bristol Drive

Ross Street

Cameron Drive

Cesario Drive

Rockport Road

Fallbrook Drive

Hennig Road

C. Signs. The village shall post signs designating the foregoing streets or roadways as restricted weight routes at the entrances of said streets or roadways.

D. Penalty.

1. Whenever any vehicle is operated in violation of the weight limitations set forth herein and cited under Section 15-111 of the Illinois Vehicle Code (625 ILCS 5/15-111), any person, firm or corporation convicted of such violation shall be fined in accordance with the provisions of Section 15-113 of the Illinois Vehicle Code (625 ILCS 5/15-113) in effect as of the date of the such violation.

2. For any violation set forth and cited under Section 15-316 of the Illinois Vehicle Code (625 ILCS 5/15-316), any person, firm or corporation convicted of such violation shall be fined in accordance with the provisions of Section 15-316 of the Illinois Vehicle Code (625 ILCS 5/15-316) in effect as of the date of the such violation.

3. In addition to seeking a fine, as herein above provided, the village may institute any proper action in the name of the village to enjoin the violation of any provision of this section or to collect any damages allowed by law as of the date of the underlying violation.

4. Whenever any vehicle or combination of vehicles is operated in violation of this section, the owner or driver of such vehicle shall be deemed guilty of such violation and either the owner or driver of such vehicle may be prosecuted for such violation.

SECTION 3. 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 amendment contemplated by this Ordinance and shall take all action necessary in conformity therewith. The Streets Supervisor of the Village's Public Works Department or his or her designee is authorized and directed to post or cause to be posted signs notifying that set forth the weight restrictions in

accordance with the terms of this Ordinance. Such signs shall be posted at the entrances of said streets or roadways. The Village Clerk is authorized and directed to report to the Illinois Department of Transportation the limitations prohibiting the operation of overweight vehicles on certain streets, as set forth in this Ordinance.

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 Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 5. 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 6. 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 7. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 8. 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 9. 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/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

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 SECTION 2-4-2 OF THE MUNICIPAL CODE OF HAMPSHIRE OF 1985 REGARDING OVERWEIGHT VEHICLES OPERATING 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)



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: **Douglas Pann, Chief of Police**
FOR: **Village Board Meeting on August 1, 2024**
RE: **Solicitation Ordinance Amendment**

Background: The village ordinances previously banned solicitation within the village limits; however, that ordinance has been deemed to be likely unconstitutional and unenforceable based upon analysis of case law throughout the nation. Based upon that determination, village staff worked to find the most effective way to regulate solicitors and their actions within legal confines.

Analysis: Village staff, in consultation with legal counsel, has determined the most effective way to regulate solicitors within the village is to enact an ordinance that requires registration with the village, the display of a village issued identification card on a lanyard, and that clearly defines prohibited conduct while soliciting. Staff has determined that any further restrictions, requirements, or fees would likely be challenged and found to be improper.

Recommendation: Staff recommends the approval of the proposed ordinance regarding an ordinance amendment regarding solicitors operating within the Village of Hampshire.

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE MUNICIPAL CODE
OF HAMPSHIRE OF 1985 REGARDING SOLICITORS OPERATING
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 SOLICITORS OPERATING
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 protecting the health, safety and welfare of residents and visitors of the Village; and

WHEREAS, pursuant to Section 11-60-2 of the Illinois Municipal Code (65 ILCS 5/11-60-2) the Corporate Authorities may define, prevent, and abate nuisances; and

WHEREAS, Section 11-42-5 of the Illinois Municipal Code (65 ILCS 5/11-42-5) authorizes the Corporate Authorities to license, tax, regulate or prohibit hawkers, peddlers, pawnbrokers, itinerant merchants, transient vendors of merchandise; and

WHEREAS, the Supreme Court of the United States has noted that municipalities have the inherent power to regulate solicitors; and

WHEREAS, to help ensure that residents of the Village can distinguish legitimate solicitors from individuals who may be attempting to trick, annoy, pester or defraud residents, the Corporate Authorities have determined that it is in the best interests of the Village to require solicitors to register with the Village and wear a lanyard prior to soliciting within the Village; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is advisable, necessary and in the best interests of the Village and its residents to amend the Municipal Code of Hampshire of 1985 (the “Village Code”) as set forth herein;

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 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 Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending the language of Section 4-3-1 as set forth below (additions underlined; deletions ~~stricken~~):

4-3-1: DEFINITION:

“Person” shall mean any individual, corporation, company, foundation, association, labor organization, partnership, society, joint stock company, group of organizations, firm or business entity.

“Solicitor” shall mean any person, ~~firm or business entity~~, who, for itself, himself or herself, or by its, his or her agents, employees, volunteers, contractors or servants, without any prior appointment or prearrangement with the customer, offers, asks for and/or takes orders for future delivery at retail of any merchandise or other article or thing whatsoever, or any service, not ordered by telephone, computer link, or other remote communication.

The term “solicitor” shall include any person, ~~firm or business entity~~, who, for itself, himself or herself or by its, his or her agents, employees, volunteers, contractors or servants, ~~from a fixed location or by going from place to place~~, without any prior appointment or prearrangement with the customer, asks for donations of money or tangible personal property for any commercial or educational purpose, ~~educational, political, patriotic, philanthropic, religious, or other not for profit entity or enterprise.~~

SECTION 3. That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending the language of Section 4-3-2 as set forth below (additions underlined; deletions ~~stricken~~):

4-3-2: EXEMPTION FROM DEFINITION:

The definition of solicitor shall not include those persons soliciting for ~~who distribute~~ religious or political purposes. ~~literature or materials, and/or who seek to engage in discussion of religious or political topics or issues, and/or who ask for donations or contributions for religious or political causes, from a fixed location or by going door to door or place to place or street to street; provided, except for the prohibition of subsection 4-3-3A of this article, the prohibitions otherwise set forth in section 4-3-3 of this article shall apply to such persons.~~

The definition of solicitor shall not include persons soliciting for a charitable organization, as defined in Section 2 of the Charitable Games Act (230 ILCS 30/2), for charitable purposes.

SECTION 4. That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending the language of Section 4-3-3 as set forth below (additions underlined; deletions ~~stricken~~):

4-3-3: PROHIBITED CONDUCT:

A. ~~It shall be unlawful for any solicitor to go from house to house, place to place or street to street in the village.~~ Prior to soliciting within the village, all solicitors must register with the village. While soliciting within the village, all solicitors must wear lanyards displaying their registration. The village clerk is authorized to keep a list of solicitors currently registered with the village.

B. It shall be unlawful for any solicitor to cheat or deceive any person in the village; or to fraudulently misrepresent the quality, price or amount of any goods, wares, merchandise, article or thing, or service, for which orders are taken in the village; or to fraudulently misrepresent the purpose of any solicitation, or the person, firm or entity to be benefited thereby; or to misrepresent that a donor will be eligible for a tax deduction for any donation or contribution solicited.

C. Any solicitor, upon arriving at any private property on which has conspicuously posted a sign, "No Solicitors", or a substantially similar sign, shall immediately and peacefully depart from the premises, and it shall be unlawful for such solicitor to remain on the property.

D. Any solicitor who has entered onto any private property, whether invited thereon or not, shall immediately and peacefully depart therefrom when requested to do so by the occupant, and it shall be unlawful for such solicitor to remain on the property after such request.

E. ~~No person shall engage in the business of solicitor prior to nine o'clock (9:00) A.M. and later than eight o'clock (8:00) P.M.~~

~~F. Any All solicitors shall, at all times, conduct ~~himself or herself~~ themselves in accordance with this code, local ordinances, state and federal laws and regulations, and no solicitor shall violate any such code, ordinances, laws or regulations.~~

SECTION 5. That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending the language of Section 4-3-4 as set forth below (additions underlined; deletions ~~stricken~~):

4-3-4: PENALTY:

Any person who violates any provision of this article shall be subject to a penalty as provided in section 12-1-43 of this code. Each day that any offense shall continue shall constitute a separate offense.

SECTION 6. 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 7. 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 8. 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 9. 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 10. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 11. 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 12. 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.

ADOPTED THIS __ DAY OF _____, 2024.

AYES/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

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 SOLICITORS OPERATING 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)



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

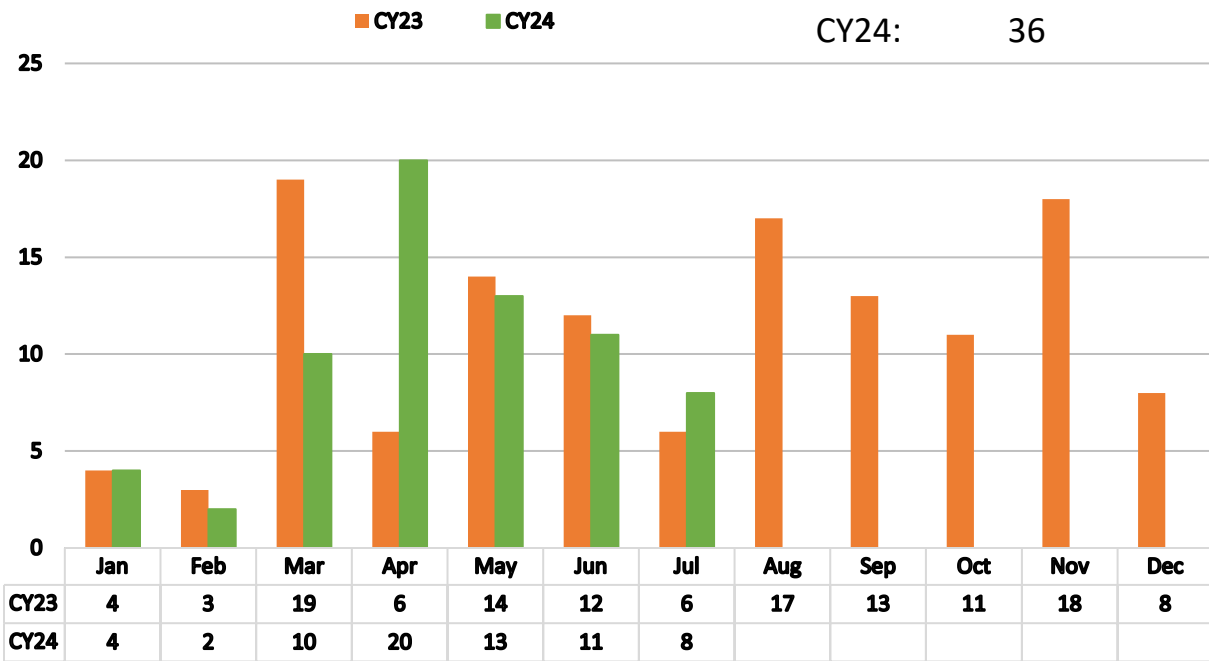
Monthly Report

TO: President Reid; Board of Trustees
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Village Board Meeting on August 1, 2024
RE: Building Report - July 2024

Building Performance Metrics	<u>July</u>	<u>Monthly Avg.</u>	<u>CY24 TTD</u>
• Total permits issued	59	53	375
○ New single-family homes	8	10	68
○ Townhome/duplex units	6	1	6
• Avg. plan review time	3.49 days	3.50 days	n/a
• Inspections	601	620	4,345
• Permit fees collected	\$65,470	\$43,632	\$305,424
• Other Village fees collected	\$27,717	\$23,967	\$167,771
Code Enforcement Performance Metrics	<u>June</u>	<u>Monthly Avg.</u>	<u>CY24 TTD</u>
• No. of complaints	0	0.85	6
• No. of new cases	0	0.85	6
• No. of active cases	5	n/a	n/a

New Single-Family Detached Home Permits Issued

CY TTD
 CY23: 131
 CY24: 36



New Duplex/Townhome Units Permits Issued

CY TTD
 CY23: 150
 CY24: 0

