



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

AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comments
5. A Motion to Approve the Meeting Minutes from June 20, 2024
6. Village Manager's Report
 - a. Ordinance Approving the Establishment of Special Service Area No. 28 for American General Storage Development.
 - b. Ordinance Approving the Establishment of Special Service Area No. 31 for PetAg Development.
 - c. Ordinance Approving a Variance to Sec. 6-11-2-J of the Hampshire Zoning Ordinance for the Property Located at 165 Arrowhead Drive.
 - d. Ordinance Amending Sec. 3-1-11 of the Hampshire Municipal Code regarding Liquor License Regulations.
 - e. Resolution Authorizing the Purchase of Tyler, Inc. Licensing Module in the Amount of \$4,890.
 - f. Resolution Waiving the Bidding Requirements and Authorizing Budgeted Road Improvements in the Amount of \$201,800.
 - g. Resolution Approving a Legal Services Agreement with Vasselli Law, LLC.
7. Staff Reports
 - a. Engineering Report
 - b. Streets Report
 - c. Building Report
8. Accounts Payable
 - a. A Motion to Approve the July 18, 2024, Accounts Payable to Personnel
 - b. A Motion to Approve the July 18, 2024, Regular Accounts Payable
9. Village Board Committee Reports
 - a. Business Development Commission
 - b. Public Works Committee
 - c. Budget Committee

10. New Business
11. Announcements
12. Executive Session
13. Adjournment

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

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

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



Village of Hampshire
Village Board Meeting Minutes
Thursday, June 20, 2024 - 7:00 PM
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

1. Call to Order

Village President Michael J. Reid Jr. called to order the Village Board Meeting at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, June 20, 2024.

2. Roll Call by Village Clerk, Karen Stuehler:

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

Absent Trustee Robinson

A Quorum was Established.

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

3. Pledge of Allegiance

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

4. Public Comments

None

5. A Motion to Approve the Meeting Minutes from June 6, 2024

- a. Trustee Pollastrini moved to approve meeting minutes for the June 6, 2024, Village Board Meeting.

Seconded by: Trustee Mott.

All Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini

Nays: None.

Absent: Robinson.

Abstain: None.

Motion Approved.

6. **Village Manager's Report**

- a. Resolution 24-18 Adopting the Kane County Hazard Mitigation Plan.

Trustee Koth moved to Approve Resolution 24-18 Adopting the Kane County Hazard Mitigation Plan.

Seconded by Trustee Fodor.

All Call Vote:

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

Nayes: None

Absent: Robinson.

Abstain: None.

Motion Approved.

- b. Resolution 24-19 Authorizing Execution of a Memorandum of Agreement and Expenditure for a Special Census in the amount of \$385,355.

Trustee Fodor moved to Approve Resolution 24-19 Authorizing Execution of a Memorandum of Agreement and Expenditure for a Special Census in the amount of \$385,355.

Seconded by: Trustee Koth.

Roll Call Vote:

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

Nayes: None.

Absent: Robinson

Abstain: None.

Motion Approved.

- c. Resolution 24-20 Authorizing and Approving Change Order #1 to an Agreement with Lamp Incorporated for the Public Works Facility.

Trustee Koth moved to Approve Resolution 24-20 Authorizing and Approving Change Order #1 to an Agreement with Lamp for the Public Works Facility.

Seconded by: Trustee Fodor

Roll Call Vote:

Ayes: Fodor, Koth, Mott, Pollastrini

Nayes: Kelly

Absent: Robinson.

Abstain: None.

Motion Approved.

- d. A presentation was given by Village Attorney, James Vasselli regarding Solicitation Regulations.

8. Staff Reports

- a. Police Report

Chief Pann talked briefly about Auto Theft and Mental Health calls. He also talked about a State grant accreditation. Trustee Kelly thanked the Police department for participating in the "Cop on Top" fundraising program which was reported to raise approximately \$3,000.00 for Special Olympics.

- b. Financial Report

9. Accounts Payable

- a. A Motion to Approve the June 20, 2024, Accounts Payable to Personnel in the amount of \$1,037.67.

Trustee Kelly moved to approve the June 6, 2024, Accounts Payable to Personnel in the amount of \$1,037.67.

Seconded by: Trustee Mott.

Roll Call Vote.

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

Nayes: None.

Absent: Robinson.

Abstain: None.

Motion Approved.

- b. A Motion to Approve June 20, 2024, Regular Accounts Payable in the amount of \$486,580.57.

Trustee Fodor moved to approve the June 20, 2024, Regular Accounts Payable in the amount of \$486,580.57.

Seconded by: Trustee Kelly.

Roll Call Vote.

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

Nayes: None.

Absent: Robinson.

Motion Approved.

10. Village Board Committee Reports

a. Business Development Commission

Trustee Kelly reported that the Chamber of Commerce has a newsletter that Highlights Businesses, therefore the BDC is considering sharing that same letter instead of the writer having to write two articles. It was also reported that the Façade projects are under way. Applications should be turned in as soon as possible due to limited funds.

b. Public Works Committee

None.

c. Budget Committee

None.

11. New Business

Crown Development will be donating a sidewalk/bike path from the North side of town to the Coon Creek due to the use and safety of the Hampshire residents.

12. Announcements

- a. President Reid reported that the Hampshire Fire Department presented an award to the Village of Hampshire and Hampshire Police Department for their Support. The award was appreciated by all.

13. Executive Session

Called to order at 8:24 p.m. by President Michael J. Reid Jr. Recording #19.
Adjourn executive meeting at 9:00 p.m.

14. Adjournment

Trustee Kelly moved to adjourn the open meeting at 9:01 p.m.

Seconded by: Trustee Fodor.

All Call Vote.

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

Nayes: None.

Absent: Robinson

Motion Approved.

Karen Stuehler

Village Clerk



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

Agenda Supplement

TO: President Reid; Board of Trustees
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Village Board Meeting on July 18, 2024
RE: Special Service Area No. 28 Establishment Ordinance

Background: Kane County Stormwater Ordinance requires Special Service Areas (SSA) to be established for projects that require detention/retention areas. The SSA is established to cover costs for the maintenance of the areas by the Village if the property owner fails to do so. The majority of these SSAs are back-up since the primary responsibility for maintenance of the areas is on the property owner or association.

Establishing an SSA is a three-step process. The first step is for the Village Board to pass an ordinance proposing the establishment of an SSA. The second step is holding a public hearing. Sixty days after the establishment ordinance is passed, the Village is required to hold a public hearing to solicit any comments regarding the establishment of the SSA. The last step is to pass the ordinance creating the SSA, which occurs sixty days after the public hearing is held.

The first step, which is to propose the establishment of the SSA, was completed at the March 7th, 2024 Village Board Meeting. The second step, which is to hold a public hearing to solicit comments, was completed at the May 16th, 2024 Village Board Meeting. This is the final step which will establish or create the SSA for the project.

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. 24 -

AN ORDINANCE
ESTABLISHING SPECIAL SERVICE AREA #28
IN THE VILLAGE OF HAMPSHIRE,
KANE AND MCHENRY COUNTIES, ILLINOIS
(American General Storage Property)

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

THIS 18th DAY OF JULY, 2024

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

No. 24 -

**AN ORDINANCE
ESTABLISHING SPECIAL SERVICE AREA #28
IN THE VILLAGE OF HAMPSHIRE,
KANE AND MCHENRY COUNTIES, ILLINOIS
(American General Storage Property)**

WHEREAS, the establishment of a Special Service Area, consisting of the property described on Exhibit "A" attached hereto and incorporated herein, has been proposed by the Corporate Authorities of the Village by its Ordinance No. 24-07 to provide the following services:

Maintenance of the stormwater management measures located on the Subject Property, consisting of a detention / retention basin (the "Facility"), including the operation, maintenance, repair, rehabilitation, replacement and reconstruction of any components of said Facility, including the costs of consulting services, surveying and permits, public liability insurance, and all administrative, legal and other costs or expenses necessarily incurred in connection with the administration of the Facility, including also but not limited to erosion control, nuisance control and sedimentation control, sediment removal, structural maintenance and replacement, removal of debris, and/or re-grading, re-seeding, or re-planting, as from time to time deemed necessary and appropriate in accordance with the requirements of the Village Code and/or the Kane County Stormwater Regulations (the "Services").

WHEREAS, a Public Hearing considering the establishment of said Special Service Area was conducted on May 16, 2024 at the Hampshire Village Hall, 234 South State Street, Hampshire, Illinois; and

WHEREAS, due notice was published regarding said Public Hearing in the Daily Herald newspaper on April 29, 2024; a copy of said Notice is attached hereto and incorporated herein as Exhibit "C"; and

WHEREAS, notice thereof was mailed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area, at least 10 days prior to said hearing date, in accord with 35 ILCS 200/27-30; or said notice has been waived by such person(s); and

WHEREAS, no persons appeared at said public hearing to comment on the proposed special service area; and

WHEREAS, no written objection to the creation of said special service area has been filed with the Village Clerk at any time within sixty (60) days after the public hearing was finally adjourned; and

WHEREAS, it is in the public interest that a Special Service Area for the purposes set forth herein be established; and

WHEREAS, said area is compact and contiguous; and

WHEREAS, said area will benefit specially from the Services at the Facilities depicted on the map thereof filed with the Village Clerk as part of owner's Application for such special service area; and

WHEREAS, the applicable Village Stormwater Regulations require that a special service area be established as a back-up funding mechanism for purposes of providing for the ongoing long-term maintenance and/or repair of such Facilities, for any such areas or facilities that otherwise primarily are to be maintained and/or repaired by a private property owners' association or other individual or entity, Village Stormwater Regulations, Hampshire Municipal Code, Chapter 11: Stormwater Regulations, adopting by reference the Kane County Stormwater Ordinance, and specifically §9-131 thereof; and

WHEREAS, the proposed municipal services are in addition to municipal services provided to the Village as a whole.

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

1. Special Service Area #28 shall be and hereby is established, pursuant to the provisions of Article VII, Sections 6A and 6L of the Constitution of the State of Illinois and pursuant to the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.

2. The Special Service Area to be known and designated as "Village of Hampshire Special Service Area #28" shall consist of the following described territory:

See attached Exhibit "A"

legal description of the territory included in Special Service Area #28.

3. An accurate map of Special Service Area #28 is attached hereto as Exhibit "B."

4. Village of Hampshire Special Service Area #28 is established as a back-up funding mechanism for purposes of providing for the ongoing long-term maintenance and/or repair of the such Facilities, otherwise primarily to be maintained and/or repaired by a private property owners' association or other individual or entity for said subdivision, and to provide special municipal services to said area, in addition to services provided to the Village generally, and specifically to provide for maintenance of stormwater management areas on the Subject Property.

5. An annual special tax shall be levied by the Village, based upon the actual estimated total expenses to be incurred in the pertinent tax year for said special services, in an amount necessary to produce revenue sufficient to provide for said maintenance and repair of said facilities and areas, in accordance with the requirements of the Village of Hampshire Municipal Code and/or Kane County Stormwater Ordinance, and for an indefinite period of time as needed, at a maximum rate

not to exceed \$1.50 per \$100 of equalized assessed valuation of each tax parcel located within the Special Service Area, and which shall be in addition to all other taxes permitted by law.

6. A certified copy of this Ordinance, setting out a legal description of the territory of the area, the permanent tax index numbers of the parcels located within the territory of the area, and a description of the special services to be provided, together with both an accurate map of the territory, and a copy of the notice of the public hearing, shall be filed for record in the Office of the Kane County Recorder, and in the Office of the Kane County Clerk, no later than sixty (60) days after the date of enactment set forth below.

7. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

ADOPTED THIS 18th DAY OF JULY, 2024, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS 18th DAY OF JULY, 2024.

Michael J. Reid, Jr.
Village President

ATTEST:

Karen Stuehler
Village Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

The East Half of the Southwest Quarter of the Northwest Quarter; the West Half of the Southeast Quarter of the Northwest Quarter; and the West Half of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter (specifically excluding that portion of the subject property located North of the centerline of Allen Road) more or less, all in Section 22, Township 42 North, Range 6 East of the Third Principal Meridian (except that part described as follows:

That part of the Southeast Quarter of the Northwest Quarter of Section 22, Township 42 North, Range 6 East of the Third Principal Meridian, in Kane County, Illinois, described as follows: Commencing at the Southeast corner of the Northwest Quarter of Section 22; thence North along the East line thereof 1320.0 feet more or less, to a point marking the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 22; thence West along the North line of said Southeast Quarter of the Northwest Quarter of section 22, a distance of 594.91 feet to a point marking the Northwest corner of the Cramsey property for a place of beginning; thence South at an angle of 90 degrees 2 minutes, turned clockwise from the last described course, along the West line of the said Cramsey property 660.0 feet to a point marking the Southwest corner of the Cramsey property; thence West parallel with the North line of said Southeast Quarter of the Northwest Quarter of section 22, a distance of 100.00 feet to a point; thence North parallel with the West line of the Cramsey property to a point on the said North line of the aforesaid Southeast Quarter of the Northwest Quarter of section 22, said point being 100.00 feet West of the place of beginning; thence East along the said North line 100.00 feet to the place of beginning) in the village of Hampshire, Kane County, Illinois.

PIN: 01-22-100-039
Common Address: 46W704 Allen Road, Hampshire, IL

EXHIBIT “B”

**ACCURATE MAP OF THE TERRITORY
COMPRISING THE SUBJECT PROPERTY**

EXHIBIT "B"

**ACCURATE MAP OF THE TERRITORY
COMPRISING THE SUBJECT PROPERTY**

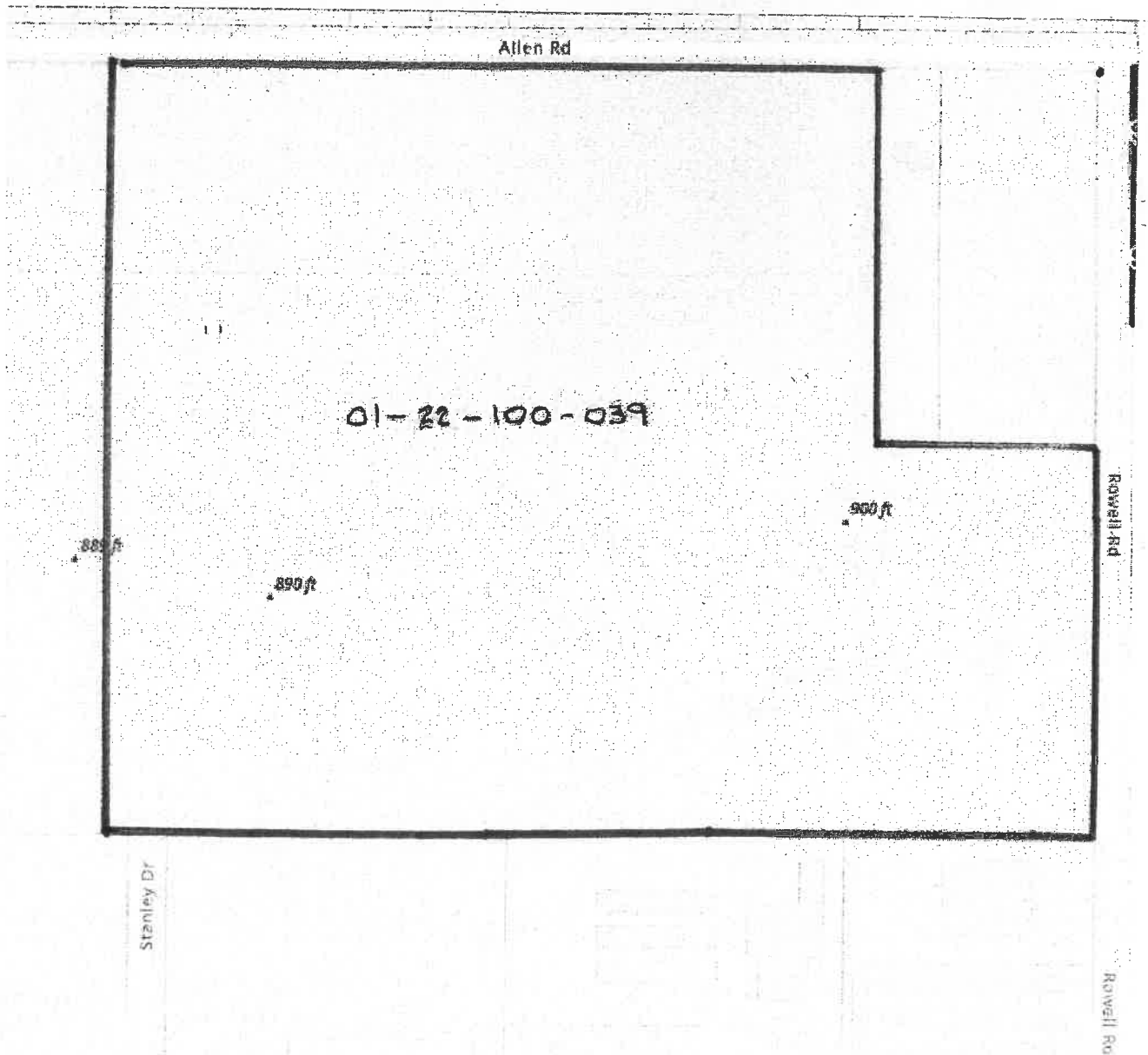


EXHIBIT C

**NOTICE OF PUBLIC HEARING
VILLAGE OF HAMPSHIRE SPECIAL SERVICE AREA #28**

NOTICE IS HEREBY GIVEN that on May 16, 2024,, commencing at 7:00 p.m. the Village Hall, located at 234 South State Street, Hampshire, Illinois 60140, a hearing will be held by the President and Board of Trustees of the Village of Hampshire, Kane County, Illinois, to consider the establishment of Village of Hampshire Special Service Area #28, consisting of the following described territory:

The East Half of the Southwest Quarter of the Northwest Quarter; the West Half of the Southeast Quarter of the Northwest Quarter; and the West Half of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter all in Section 22, Township 42 North, Range 6 East of the Third Principal Meridian, and

Excluding that portion of said property located North of the centerline of Allen Road); and excepting that part described as follows: That part of the Southeast Quarter of the Northwest Quarter of Section 22, Township 42 North, Range 6 East of the Third Principal Meridian, in Kane County, Illinois, described as follows: Commencing at the Southeast corner of the Northwest Quarter of Section 22; thence North along the East line thereof 1320.0 feet more or less, to a point marking the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 22; thence West along the North line of said Southeast Quarter of the Northwest Quarter of Section 22, a distance of 594.91 feet to a point marking the Northwest corner of the Cramsey property for a place of beginning; thence South at an angle of 90 degrees 2 minutes, turned clockwise from the last described course, along the West line of the said Cramsey property 660.0 feet to a point marking the Southwest corner of the Cramsey property; thence West parallel with the North line of said Southeast Quarter of the Northwest Quarter of Section 22, a distance of 100.00 feet to a point; thence North parallel with the West line of the Cramsey property to a point on the said North line of the aforesaid Southeast Quarter of the Northwest Quarter of Section 22, said point being 100.00 feet West of the place of beginning; thence East along the said North line 100.00 feet to the place of beginning;

All in the Village of Hampshire, Kane County, Illinois.

PIN: 01-22-100-039
Common Address: 46W704 Allen Road, Hampshire, IL

An accurate map of said territory is on file in the office of the Village Clerk of said Village and is available for public inspection.

The purpose of the establishment of said Special Service Area #28 is to provide special municipal services to said Special Service Area (the “Services”), including the following:

Maintenance of the stormwater management measures located on the Subject Property, including but not limited to a stormwater management (detention/retention) area and an underground pipeline from the location of the Additional Benefited Properties to the stormwater management area on the Subject Property (the "Facility"), including the operation, maintenance, repair, rehabilitation, replacement, and reconstruction of any components of the Facility, and including the costs of consulting services, surveying and permits, public liability insurance, and all administrative, legal and other costs or expenses necessarily incurred in connection with the administration of the Facility, including also but not limited to erosion control, nuisance control and sedimentation control, sediment removal, structural maintenance and replacement, removal of debris, and/or re-grading, re-seeding, or re-planting, as from time to time deemed necessary and appropriate in accordance with the requirements of the Village Code and/or the Kane County Stormwater Regulations.

At the public hearing, there will also be considered the levy of an annual tax not to exceed the rate of \$1.50 per \$100.00 of the total equalized assessed valuation of all taxable real property within the Special Service Area, said tax to be levied in the first year after the date of the establishment of the Special Service Area, and annually thereafter, as described herein and as provided in the establishing ordinance. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Illinois Special Service Area Law. Provided, however, said taxes shall be levied and extended only in the event that the person or entity designated as having primary responsibility for the performance of the Services fails to adequately carry out its duties, and then, only as necessary to produce revenue sufficient to provide for the performance of the Services in accordance with the requirements of the Hampshire Municipal Code and other applicable ordinances, statutes, and regulations. The term of the proposed Special Service Area is perpetual and said taxes could be levied whenever necessary to accomplish the Services.

All interested persons affected by the establishment of said Special Service Area #28, and by the levy of said tax, including all owners of real estate located within said Special Service Area, will be given an opportunity to be heard at said hearing regarding the establishment of said Special Service Area and the levy of said tax and an opportunity to file objections to the establishment of said Special Service Area and the levy of said tax and the amount thereof.

At said public hearing, any interested persons affected by said proposed Special Service Area may file with the Village Clerk of said Village written objections to and may be heard orally in respect to any issues embodied in this notice. The President and Board of Trustees of said Village shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes of the meeting fixing the time and place of its adjournment.

If a petition signed by at least fifty-one percent (51%) of the electors residing within said Special Service Area and by at least fifty-one percent (51%) of the owners of record of the land included within the boundaries of said Special Service Area is filed with the Village Clerk of said Village within sixty (60) days following the final adjournment of said public hearing objecting to the creation of said Special Service Area, or to the levy or imposition of a tax for the provision of

special services to said Special Service Area, no such Special Service Area may be created, or tax may be levied or imposed.

By order of the President and Board of Trustees of the Village of Hampshire, Kane County, Illinois.

Dated this 29th day of April, 2024.

/s/ Karen Stuehler
Village Clerk
Village of Hampshire, Kane County, Illinois

-- Published in the Daily Herald newspaper on April 29, 2024 --

CERTIFICATE

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/
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/ / / / / / / / /

I, Karen Stuehler, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on _____, 2024, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 24 -____, entitled:

**AN ORDINANCE
ESTABLISHING SPECIAL SERVICE AREA #28
IN THE VILLAGE OF HAMPSHIRE,
KANE AND MCHENRY COUNTIES, ILLINOIS
(American General Storage Property)**

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this ____ day of _____, 2024.

Karen Stuehler
Village Clerk



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

Agenda Supplement

TO: President Reid; Board of Trustees
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Village Board Meeting on July 18, 2024
RE: Special Service Area No. 31 Establishment Ordinance

Background: Kane County Stormwater Ordinance requires Special Service Areas (SSA) to be established for projects that require detention/retention areas. The SSA is established to cover costs for the maintenance of the areas by the Village if the property owner fails to do so. The majority of these SSAs are back-up since the primary responsibility for maintenance of the areas is on the property owner or association.

Establishing an SSA is a three-step process. The first step is for the Village Board to pass an ordinance proposing the establishment of an SSA. The second step is holding a public hearing. Sixty days after the establishment ordinance is passed, the Village is required to hold a public hearing to solicit any comments regarding the establishment of the SSA. The last step is to pass the ordinance creating the SSA, which occurs sixty days after the public hearing is held.

The first step, which is to propose the establishment of the SSA, was completed at the March 7th, 2024 Village Board Meeting. The second step, which is to hold a public hearing to solicit comments, was completed at the May 16th, 2024 Village Board Meeting. This is the final step which will establish or create the SSA for the project.

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. 24 -

AN ORDINANCE
ESTABLISHING SPECIAL SERVICE AREA #31
IN THE VILLAGE OF HAMPSHIRE,
KANE AND MCHENRY COUNTIES, ILLINOIS
(Pet Ag Property)

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

THIS 18th DAY OF JULY, 2024

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

No. 24 -

**AN ORDINANCE
ESTABLISHING SPECIAL SERVICE AREA #31
IN THE VILLAGE OF HAMPSHIRE,
KANE AND MCHENRY COUNTIES, ILLINOIS
(Pet Ag Property)**

WHEREAS, the establishment of a Special Service Area, consisting of the property described on Exhibit "A" attached hereto and incorporated herein, has been proposed by the Corporate Authorities of the Village by its Ordinance No. 24-08 to provide the following services:

Maintenance of the stormwater management measures located on the Subject Property, consisting of a detention / retention basin (the "Facility"), including the operation, maintenance, repair, rehabilitation, replacement and reconstruction of any components of said Facility, including the costs of consulting services, surveying and permits, public liability insurance, and all administrative, legal and other costs or expenses necessarily incurred in connection with the administration of the Facility, including also but not limited to erosion control, nuisance control and sedimentation control, sediment removal, structural maintenance and replacement, removal of debris, and/or re-grading, re-seeding, or re-planting, as from time to time deemed necessary and appropriate in accordance with the requirements of the Village Code and/or the Kane County Stormwater Regulations (the "Services").

WHEREAS, a Public Hearing considering the establishment of said Special Service Area was conducted on May 16, 2024 at the Hampshire Village Hall, 234 South State Street, Hampshire, Illinois; and

WHEREAS, due notice was published regarding said Public Hearing in the Daily Herald newspaper on April 29, 2024; a copy of said Notice is attached hereto and incorporated herein as Exhibit "C"; and

WHEREAS, notice thereof was mailed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area, at least 10 days prior to said hearing date, in accord with 35 ILCS 200/27-30; or said notice has been waived by such person(s); and

WHEREAS, no persons appeared at said public hearing to comment on the proposed special service area; and

WHEREAS, no written objection to the creation of said special service area has been filed with the Village Clerk at any time within sixty (60) days after the public hearing was finally adjourned; and

WHEREAS, it is in the public interest that a Special Service Area for the purposes set forth herein be established; and

WHEREAS, said area is compact and contiguous; and

WHEREAS, said area will benefit specially from the Services at the Facilities depicted on the map thereof filed with the Village Clerk as part of owner's Application for such special service area; and

WHEREAS, the applicable Village Stormwater Regulations require that a special service area be established as a back-up funding mechanism for purposes of providing for the ongoing long-term maintenance and/or repair of such Facilities, for any such areas or facilities that otherwise primarily are to be maintained and/or repaired by a private property owners' association or other individual or entity, Village Stormwater Regulations, Hampshire Municipal Code, Chapter 11: Stormwater Regulations, adopting by reference the Kane County Stormwater Ordinance, and specifically §9-131 thereof; and

WHEREAS, the proposed municipal services are in addition to municipal services provided to the Village as a whole.

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

1. Special Service Area #31 shall be and hereby is established, pursuant to the provisions of Article VII, Sections 6A and 6L of the Constitution of the State of Illinois and pursuant to the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.

2. The Special Service Area to be known and designated as "Village of Hampshire Special Service Area #31" shall consist of the following described territory:

See attached Exhibit "A"

Legal Description of the territory included in Special Service Area #31.

3. An accurate map of Special Service Area #31 is attached hereto as Exhibit "B."

4. Village of Hampshire Special Service Area #31 is established as a back-up funding mechanism for purposes of providing for the ongoing long-term maintenance and/or repair of the such Facilities, otherwise primarily to be maintained and/or repaired by a private property owners' association or other individual or entity for said subdivision, and to provide special municipal services to said area, in addition to services provided to the Village generally, and specifically to provide for maintenance of stormwater management areas on the Subject Property.

5. An annual special tax shall be levied by the Village, based upon the actual estimated total expenses to be incurred in the pertinent tax year for said special services, in an amount necessary to produce revenue sufficient to provide for said maintenance and repair of said facilities and areas, in accordance with the requirements of the Village of Hampshire Municipal Code and/or Kane County Stormwater Ordinance, and for an indefinite period of time as needed, at a maximum rate

not to exceed \$1.50 per \$100 of equalized assessed valuation of each tax parcel located within the Special Service Area, and which shall be in addition to all other taxes permitted by law.

6. A certified copy of this Ordinance, setting out a legal description of the territory of the area, the permanent tax index numbers of the parcels located within the territory of the area, and a description of the special services to be provided, together with both an accurate map of the territory, and a copy of the notice of the public hearing, shall be filed for record in the Office of the Kane County Recorder, and in the Office of the Kane County Clerk, no later than sixty (60) days after the date of enactment set forth below.

7. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

ADOPTED THIS 18th DAY OF JULY, 2024, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS 18th DAY OF JULY, 2024.

Michael J. Reid, Jr.
Village President

ATTEST:

Karen Stuehler
Village Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 1 in the Final Plat of Subdivision for Hampshire Grove Business Park, being a subdivision of part of the West ½ of the Northwest 1/4 of Section 11, Township 42 North, Range 6, East of the Third Principal Meridian, Recorded October 26, 2018 as Document Number 2018K052581, in Kane County, Illinois.

PIN: 01-11-151-002
Common Address: 180 Ryan Drive, Hampshire, IL 60140

EXHIBIT “B”

**ACCURATE MAP OF THE TERRITORY
COMPRISING THE SUBJECT PROPERTY**

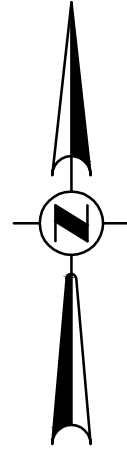
SSA MAP

SPECIAL SERVICE AREA #31

HAMPSHIRE GROVE BUSINESS PARK

LOT 2

S89°55'33"E
1279.49'



N.T.S.

WIDMAYER ROAD

527.80'
N00°09'09"W

LOT 1

S89°55'33"E
1278.20'

N00°09'09"W
527.80'



Engineering Enterprises, Inc.

CONSULTING ENGINEERS

52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

PROJECT NO: HA2400
FILE NO: HA2400 SSA31

EXHIBIT C

NOTICE OF PUBLIC HEARING VILLAGE OF HAMPSHIRE SPECIAL SERVICE AREA #31

NOTICE IS HEREBY GIVEN that on May 16, 2024, commencing at 7:00 p.m. at the Village Hall, located at 234 South State Street, Hampshire, Illinois 60140, a hearing will be held by the President and Board of Trustees of the Village of Hampshire, Kane County, Illinois, to consider the establishment of Village of Hampshire Special Service Area #31, consisting of the following described territory:

Lot 1 in the Final Plat of Subdivision for Hampshire Grove Business Park, being a subdivision of part of the West ½ of the Northwest 1/4 of Section 11, Township 42 North, Range 6, East of the Third Principal Meridian, Recorded October 26, 2018 as Document Number 2018K052581, in Kane County, Illinois.

PIN: 01-11-151-002
Common Address: 180 Ryan Drive, Hampshire, IL 60140

An accurate map of said territory is on file in the office of the Village Clerk of said Village and is available for public inspection.

The purpose of the establishment of said Special Service Area #31 is to provide special municipal services to said Special Service Area (the "Services"), including the following:

Maintenance of the stormwater management measures located on the Subject Property, including but not limited to a stormwater management (detention/retention) area and an underground pipeline from the location of the Additional Benefited Properties to the stormwater management area on the Subject Property (the "Facility"), including the operation, maintenance, repair, rehabilitation, replacement, and reconstruction of any components of the Facility, and including the costs of consulting services, surveying and permits, public liability insurance, and all administrative, legal and other costs or expenses necessarily incurred in connection with the administration of the Facility, including also but not limited to erosion control, nuisance control and sedimentation control, sediment removal, structural maintenance and replacement, removal of debris, and/or re-grading, re-seeding, or re-planting, as from time to time deemed necessary and appropriate in accordance with the requirements of the Village Code and/or the Kane County Stormwater Regulations.

At the public hearing, there will also be considered the levy of an annual tax not to exceed the rate of \$1.50 per \$100.00 of the total equalized assessed valuation of all taxable real property within the Special Service Area, said tax to be levied in the first year after the date of the establishment of the Special Service Area, and annually thereafter, as described herein and as provided in the establishing ordinance. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Illinois Special Service Area Law. Provided, however, said taxes shall be levied and extended only in the event that the person or

entity designated as having primary responsibility for the performance of the Services fails to adequately carry out its duties, and then, only as necessary to produce revenue sufficient to provide for the performance of the Services in accordance with the requirements of the Hampshire Municipal Code and other applicable ordinances, statutes, and regulations. The term of the proposed Special Service Area is perpetual and said taxes could be levied whenever necessary to accomplish the Services.

All interested persons affected by the establishment of said Special Service Area #31, and by the levy of said tax, including all owners of real estate located within said Special Service Area, will be given an opportunity to be heard at said hearing regarding the establishment of said Special Service Area and the levy of said tax and an opportunity to file objections to the establishment of said Special Service Area and the levy of said tax and the amount thereof.

At said public hearing, any interested persons affected by said proposed Special Service Area may file with the Village Clerk of said Village written objections to and may be heard orally in respect to any issues embodied in this notice. The President and Board of Trustees of said Village shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes of the meeting fixing the time and place of its adjournment.

If a petition signed by at least fifty-one percent (51%) of the electors residing within said Special Service Area and by at least fifty-one percent (51%) of the owners of record of the land included within the boundaries of said Special Service Area is filed with the Village Clerk of said Village within sixty (60) days following the final adjournment of said public hearing objecting to the creation of said Special Service Area, or to the levy or imposition of a tax for the provision of special services to said Special Service Area, no such Special Service Area may be created, or tax may be levied or imposed.

By order of the President and Board of Trustees of the Village of Hampshire, Kane County, Illinois.

Dated this 29th day of April, 2024.

/s/ Karen Stuehler
Village Clerk
Village of Hampshire, Kane County, Illinois

-- Published in the Daily Herald newspaper on April 29, 2024 --

CERTIFICATE

/
/
/
/
/
/ / / / / / / / /

I, Karen Stuehler, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on _____, 2024, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 24 -____, entitled:

**AN ORDINANCE
ESTABLISHING SPECIAL SERVICE AREA #31
IN THE VILLAGE OF HAMPSHIRE,
KANE AND MCHENRY COUNTIES, ILLINOIS
(Pet Ag Property)**

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this ____ day of _____, 2024.

Karen Stuehler
Village Clerk



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

Agenda Supplement

TO: President Reid; Board of Trustees
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Village Board Meeting on July 18, 2024
RE: PZC-24-01 - 165 Arrowhead Dr. - Variance

Background: EMAAR Real Estate, LLC (Petitioner & Owner) is requesting a Variance to Sec. 6-11-2-J of the Hampshire Zoning Ordinance to permit a gravel parking lot, whereas the code requires it to be a paved surface, for the property located at 165 Arrowhead Dr.

The subject property is located within the Arrowhead Business Park near the U.S. Route 20 /I-90 Interchange Corridor.

The subject property is currently undeveloped. The property owner had previously planned to develop the site as truck wash business but after the development of the Love's truck stop this plan was abandoned.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission held a Public Hearing on the matter on June 24, 2024 and recommended approval of the request by a vote of 5-1.

The Planning & Zoning Commission adopted the Findings of Fact of the Petitioner, which stated that the owner is in the process of creating a new business plan for potential new development. Mr. Mascote, the Petitioner's representative, further stated during the Public Hearing that the site plan is undetermined yet so to pave the parking lot now would then require it to be removed in the future.

The Planning & Zoning Commission's approval recommendation included a condition that the gravel parking lot only exists for three (3) years, after which it must be paved or return to its original condition of sod/turf.

Public Comments: No public comments were provided prior to or during the Public Hearing.

Recommendation: For the Village Board to consider the Planning & Zoning Commission approval recommendation of the variance to Sec. 6-11-2-J of the Hampshire Zoning Ordinance.

Attachments:

1. Planning & Zoning Commission Agenda Supplement
2. Plat of Survey
3. Site Plan
4. Certificate of Publication
5. Ord. 24-XX

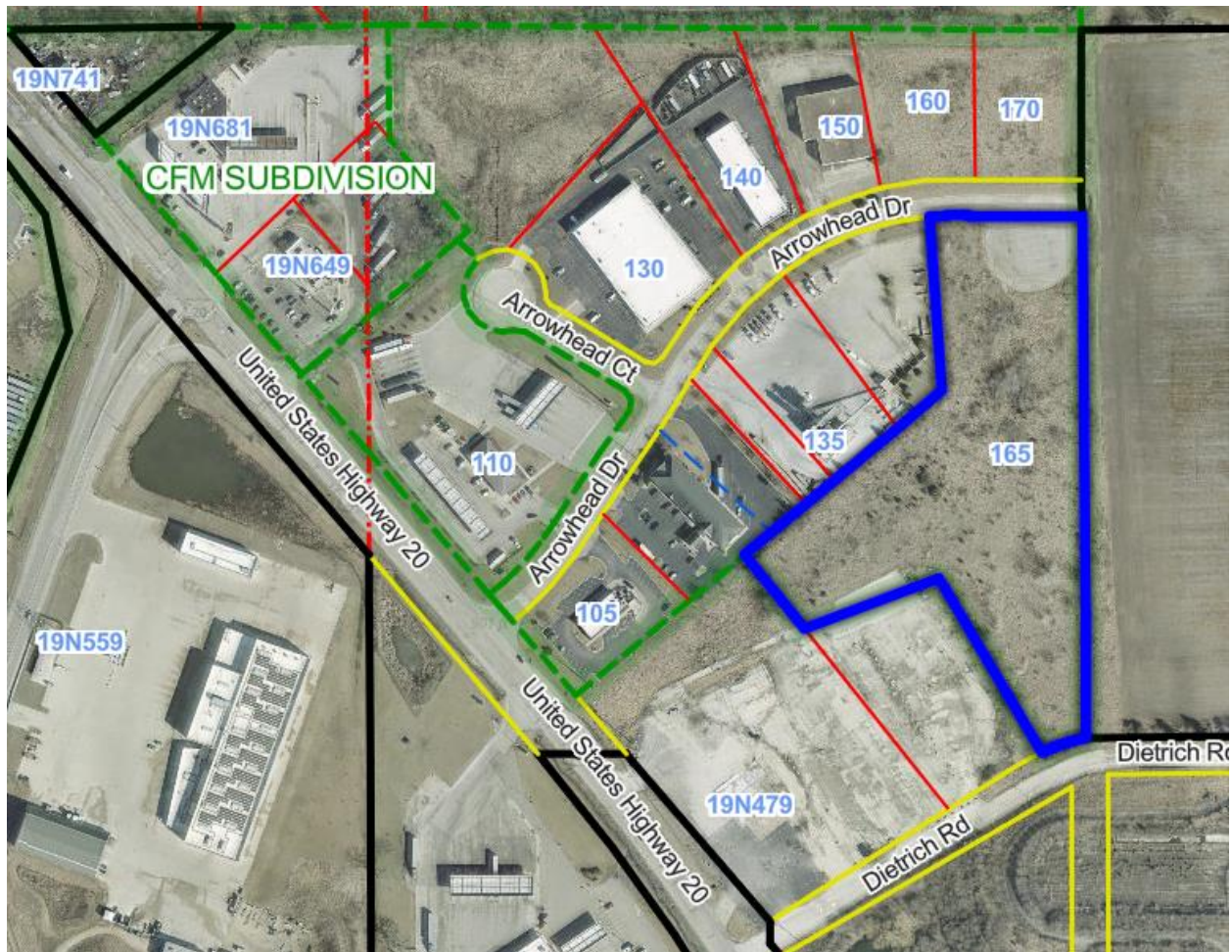


AGENDA SUPPLEMENT

TO: Planning & Zoning Commission
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Planning & Zoning Commission Meeting on June 24, 2024
RE: PZC-24-01 - 165 Arrowhead Dr. - Variance

PROPOSAL: EMAAR Real Estate LLC (Petitioner & Owner) is requesting the approval of the following in order to park and store vehicles and trailers:

1. Variance to Sec. 6-11-2-J of the Hampshire Zoning Ordinance to permit a gravel parking lot, whereas it is required to be a paved surface.





BACKGROUND: The subject property is currently an unimproved lot located within the Arrowhead Business Park near the U.S. Route 20/I-90 interchange. The Petitioner is requesting to construct a gravel parking lot in order to park and store vehicles and trailers on the subject property until the site is developed in the future.

ANALYSIS: The subject property is approximately 7.25 acres with frontage on Arrowhead Dr. and Deitrich Rd.

The subject property is zoned M-2 - General Industrial District. The following are the adjacent property zoning and uses:

North: O-M: Office-Restricted Manufacturing - Undeveloped
South: O-M: Office-Restricted Manufacturing - Undeveloped
East: Unincorporated - Undeveloped
West: M-3: Industrial - Industrial Use

It should be noted that the Planning & Zoning Commission did recently recommend approval of the same variance request but with the condition that the gravel parking lot be only allowed for a three (3) year period.

REQUIRED FINDINGS OF FACT: Sec. 6-14-3-F-11-a sets forth the following standards for variances:

The Planning & Zoning Commission shall not recommend a variation unless it shall find, based upon evidence presented to it at the public hearing on the application for variance, the following:

1. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located, and that the variation if granted, will not alter the essential character of the locality.
2. That the plight of the owner is due to unique circumstances and that the variation, if granted, will not alter the essential character of the locality.

For the purpose of supplementing the above standards, the Planning & Zoning Commission shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

1. That the particular physical surrounds, shape, or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out.



2. That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same district.
3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.
4. That the alleged difficulty or hardship has not been created by any person presently having an interest in the property.
5. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.
6. That the proposed variation will not impair adequate supply of light and air to adjacent property, or substantially increase danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

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

The subject property can reasonably be used as a parking lot to store vehicles and trailers under the current zoning regulations, which require parking lots to be constructed of a paved surface. Additionally, the plight of the owner is not due to unique circumstances as all parking lots in the Village are required to be constructed of a paved surface.

PUBLIC COMMENTS: Village staff has not received any public comments regarding this petition as of June 20, 2024.

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

1. The gravel parking lot is only permitted for a three (3) year period. After such, the parking lot shall be constructed of a paved surface or returned to its original condition of sod/turf.

RECOMMENDED MOTION #1 (Approval):

I move to accept and adopt the Petitioner's Findings of Fact included in the Land Use Application and recommend approval of PZC-24-01 for a variance request to Sec. 6-11-2-J of the Hampshire Zoning Ordinance to permit a gravel parking lot, whereas it is required to be constructed of a paved surface with Staff's Recommended Conditions of Approval.



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

RECOMMENDED MOTION #2 (Denial):

I move to accept and adopt Staff's Findings of Fact included in the Agenda Supplement and recommend denial of PZC-24-01 for a variance request to Sec. 6-11-2-J of the Hampshire Zoning Ordinance to permit a gravel parking lot, whereas it is required to be constructed of a paved surface.

DOCUMENTS ATTACHED:

1. Land Use Application
2. Plat of Survey
3. Site Plan
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: 05/16/2024

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 _____ District to _____ 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: EMAAR Real Estates LLC Email: _____

Address: 218 Goldenrod Drive Elgin, IL 60124 Phone: _____

CONTACT PERSON (if different from applicant)

Name: Gabriel Mascote Email: Gabriel@elginequipmentleasing.com

Address: 210 Flannigan Road Phone: 815-508-6468

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): Arrowhead Project

Address: 165 Arrowhead Drive Hampshire, IL 60140

Parcel Number(s): 012153006

Total Area (acres): 7.24

Legal Description: must be attached to this application

Fire Protection District: Hampshire

School District: 300

Library District: Ella

Park District: Hampshire

Township: Hampshire Park

Current Zoning District: M2

Current Use:

Land undeveloped

Proposed Zoning/Variance/Use:

Variance for gravel parking

Reason/ Explanation for Zoning/ Variance/ Use:

Future land development. Initial development was scrapped. In the process of creating a new business plan for potential new development.

GREMLEY & BIEDERMANN

Division of
PLCS Corporation

License No. 184-05332

PROFESSIONAL LAND SURVEYORS

4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (773) 485-5102 EMAIL: INFO@PLCS-SURVEY.COM

ALTA / NSPS Land Title Survey

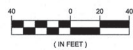
LOT 6 OF ARROWHEAD BUSINESS PARK, BEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER; PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER IN SECTION 2; AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 3, 2000 AS DOCUMENT NO. 2000K033881, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

CONTAINING 326,390 SQUARE FEET OR 7.492 ACRES MORE OR LESS.

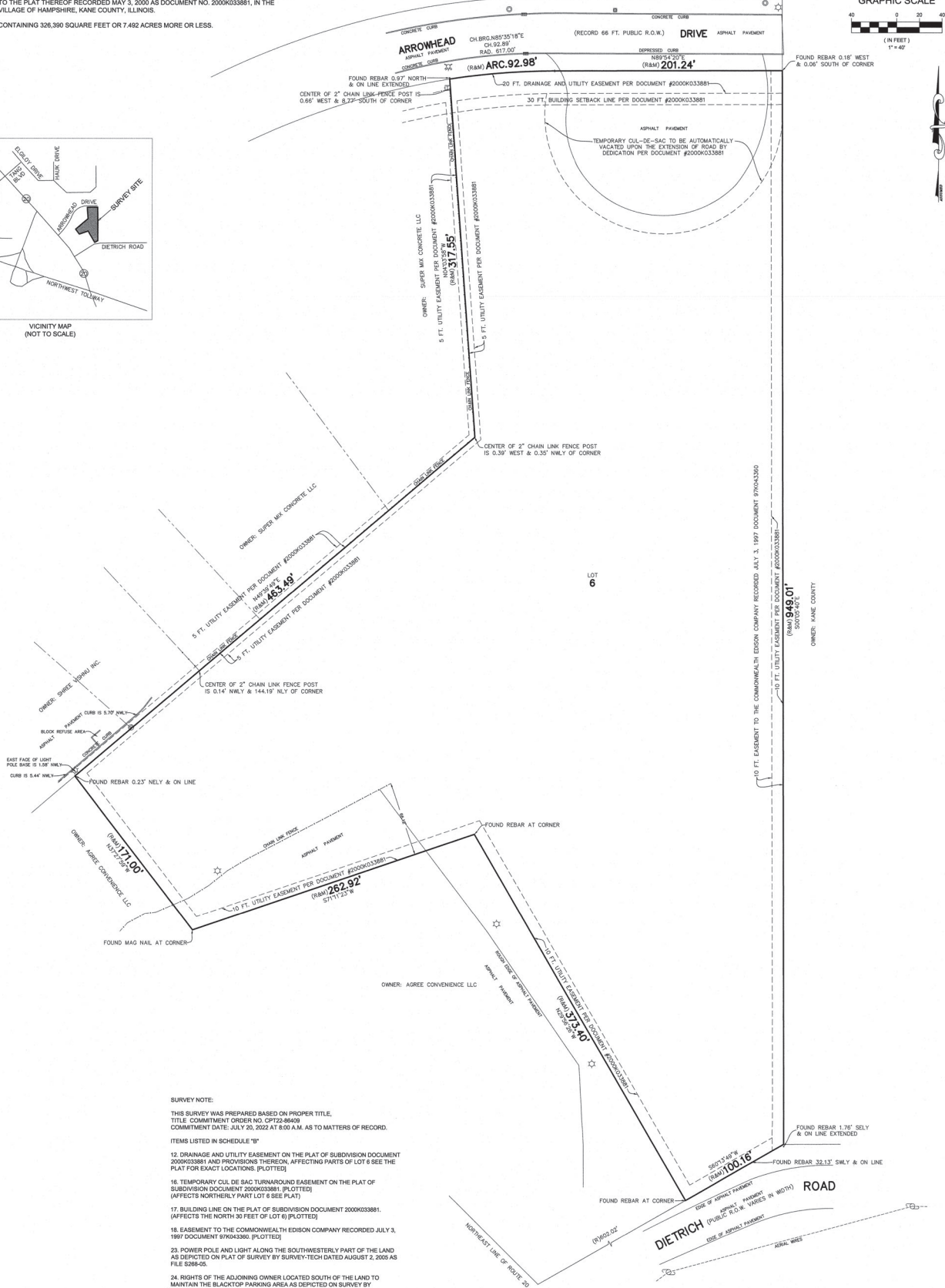
LEGEND

- Storm CB
- Storm Inlet
- ⊗ Water Fire Hydrant
- ⊕ Telephone Pedestal
- ⊙ Utility Pole
- ⊕ Electric Light Pole
- ⊙ Sign Post
- Unclassified Manhole

GRAPHIC SCALE



VICINITY MAP
(NOT TO SCALE)



SURVEY NOTE:

THIS SURVEY WAS PREPARED BASED ON PROPER TITLE.
TITLE: COMMITMENT ORDER NO. CP222-86409
COMMITMENT DATE: JULY 20, 2022 AT 8:00 A.M. AS TO MATTERS OF RECORD.

ITEMS LISTED IN SCHEDULE "B"

12. DRAINAGE AND UTILITY EASEMENT ON THE PLAT OF SUBDIVISION DOCUMENT 2000K033881 AND PROVISIONS THEREON, AFFECTING PARTS OF LOT 6 SEE THE PLAT FOR EXACT LOCATIONS. [PLOTTED]
16. TEMPORARY CUL-DE-SAC TURNAROUND EASEMENT ON THE PLAT OF SUBDIVISION DOCUMENT 2000K033881. [PLOTTED] (AFFECTS NORTHERLY PART LOT 6 SEE PLAT)
17. BUILDING LINE ON THE PLAT OF SUBDIVISION DOCUMENT 2000K033881. (AFFECTS THE NORTH 30 FEET OF LOT 6) [PLOTTED]
18. EASEMENT TO THE COMMONWEALTH EDISON COMPANY RECORDED JULY 3, 1997 DOCUMENT 97K043360. [PLOTTED]
23. POWER POLE AND LIGHT ALONG THE SOUTHWESTERLY PART OF THE LAND AS DEPICTED ON PLAT OF SURVEY BY SURVEY-TECH DATED AUGUST 2, 2005 AS FILE S268-05.
24. RIGHTS OF THE ADJOINING OWNER LOCATED SOUTH OF THE LAND TO MAINTAIN THE BLACKTOP PARKING AREA AS DEPICTED ON SURVEY BY SURVEY-TECH DATED AUGUST 2, 2005 FILE NUMBER S268-05.

ALL REMAINING ITEMS ARE NOT A MATTER OF SURVEY.

SURVEYOR'S LICENSE EXPIRES November 30, 2022

Note: (R&M) denotes Record and Measured distances respectively.
Distances are marked in feet and decimal parts thereof. Complete all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on survey plat refer to your abatees, deeds, contract, the policy and local building regulations.

No dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted herein the Bearing, Elevation Datum and Coordinate Datum if used is ASSUMED.

COPYRIGHT GREMLEY & BIEDERMANN, INC. 2022 "All Rights Reserved"

SURVEY NOTES:

PROPERTY APPEARS IN "OTHER AREAS" ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP KANE COUNTY, ILLINOIS, MAP NO. 17089C0020, EFFECTIVE DATE: JUNE 02, 2015.

REGARDING TABLE A ITEM 20, ITEM 11 IS INCLUDED AS TO OBSERVED EVIDENCE OF UNDERGROUND UTILITIES.

REGARDING TABLE A ITEM 16 THERE IS NO OBSERVED EVIDENCE OF RECENT EARTH CONSTRUCTION, OR BUILDING ADDITIONS.

REGARDING TABLE A ITEM 17 WE HAVE NO INFORMATION ABOUT PROPOSED CHANGES IN STREET RIGHT OF WAY LINES. THERE IS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(A), 8, 9, 11, 13, 14, 16, 17, 19 AND 20 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON SEPTEMBER 1, 2022.

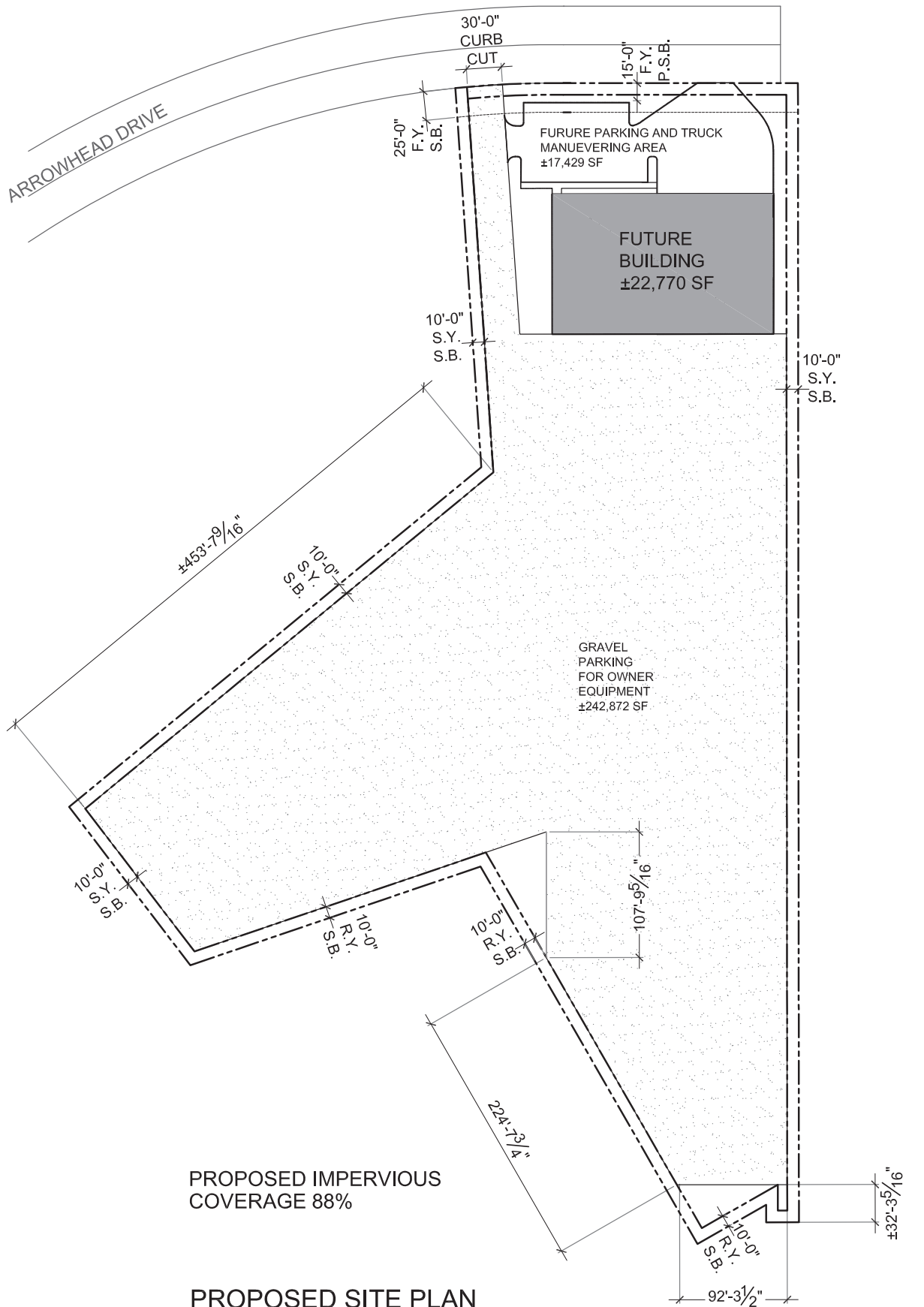
DATE OF PLAT SEPTEMBER 15, 2022.

BY: *Robert G. Biedermann*

ROBERT G. BIEDERMANN
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2862



ORDERED BY: KAPLAN SAUNDERS VALENTE & BENNATI LLP	CHECKED: <input checked="" type="checkbox"/>	DRAWN: <input checked="" type="checkbox"/>
ADDRESS: 19179 U.S. HIGHWAY 20		
GREMLEY & BIEDERMANN		
PLCS CORPORATION		
LICENSE NO. 184-05332		
PROFESSIONAL LAND SURVEYORS		
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630		
TELEPHONE: (773) 485-5102 EMAIL: INFO@PLCS-SURVEY.COM		
ORDER NO: 2022-30474-001	DATE: SEPTEMBER 1, 2022	PAGE NO.:
SCALE: 1" = 40 FEET		1 of 1



**NOTICE OF PUBLIC HEARING
VILLAGE OF HAMPSHIRE
PLANNING & ZONING COMMISSION**
NOTICE IS HEREBY given that on June 24, 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, E/MAAR Real Estate, LLC (Petitioner & Owner) shall appear before the Hampshire Planning & Zoning Commission for a Public Hearing on the following for the property located at 165 Arrowhead Drive, Hampshire, IL 60140:

1. Request for Variance to Sec. 6-11-2-J of the Hampshire Zoning Ordinance to permit a gravel parking lot, whereas it is required to be a paved surface.

The Subject Property is identified by the following PIN: 01-02-153-006.

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-24-01
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 June 9, 2024 (4616594)

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 06/09/2024 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 # 4616594



THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A VARIANCE TO CERTAIN REAL PROPERTY
LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
*(165 Arrowhead Drive – Gravel Parking Lot)***

**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 VARIANCE TO CERTAIN REAL PROPERTY
LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
(165 Arrowhead Drive – Gravel Parking Lot)**

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 the public health, safety, comfort, morals and welfare; and

WHEREAS, Section 11-13-5 of the Illinois Municipal Code (65 ILCS 5/11-13-5) authorizes the Corporate Authorities to approve variations to zoning regulations; 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, there exists certain real property located at the address commonly known as 165 Arrowhead Drive, Hampshire, Illinois 60140 (the “Property”); and

WHEREAS, the owner of the Property or a designee (collectively, the “Petitioner”) submitted an application to the Village that included exhibits containing plans and specifications for the Property (the “Petition”), incorporated herein by reference; and

WHEREAS, the Petitioner desires to park and store vehicles and trailers at the Subject Property and is seeking a variance from the Zoning Ordinance to allow for gravel parking lot at the Property (the “Zoning Relief); and

WHEREAS, Section 6-14-3 of the Zoning Ordinance authorizes the planning and zoning commission (the “PZC”) to hold public hearings on applications for variations and thereafter to submit reports of findings and recommendations to the Village Board; 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, the public was afforded opportunities to be heard regarding the Petition and the proposed Zoning Relief and due consideration was given to the Petition; and

WHEREAS, the PZC considered each of the factors set forth in Subsection 6-14-3F.11 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 Zoning Relief be granted and approved (the “Findings of Fact”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the grant and approval of the Zoning Relief was conditioned on the Zoning Relief being operative for a period of three (3) years from the effective date of this Ordinance after which time the Zoning Relief will be deemed null and void and the Owner will be required to construct/install a paved parking lot on the Property or returned the gravel parking lot to its original condition of sod/turf (the “Condition”); and

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

WHEREAS, the Corporate Authorities have also found that complying with the strict letter of the Village Code will cause the Petitioner practical difficulties or a particular hardship in using the Property; and

WHEREAS, the Zoning Relief will allow development in the area and 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 Zoning Relief, subject to the Condition;

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 PZC's Findings of Fact and, based on the Petition and other testimony and evidence, including that the Zoning Relief is temporary and gravel parking lots are common in the area and are used on both commercial and residential properties in the Village, hereby find that: (a) the Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that district; (b) the plight of the owner of the Property is due to unique circumstances; (c) the Zoning Relief, if granted, will not alter the essential character of the locality; and (d) granting the Zoning Relief will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the Property is located, nor will it impair

an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood. Based on the foregoing and the Findings of Fact, the Corporate Authorities hereby authorize, approve and grant the Zoning Relief, subject to the Condition.

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 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.

YEAS (or AYES): _____

NAYS (or 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 VARIANCE TO CERTAIN REAL PROPERTY
LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
(165 Arrowhead Drive – Gravel Parking Lot)**

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 July 18, 2024
RE: Amending Sec. 3-1-11 of the Liquor License Code

Background: The Hampshire Township Park District ("Park District") is a holder of a Class I Liquor License, which is designated solely for the Park District. The Park District sponsors or conducts a variety of events throughout the year, where the sale or serving of alcohol occurs.

Sec. 3-1-11 of the Hampshire Municipal Code states that sale of alcoholic liquor can only occur on the premise described in the application and license, which would be the park district office at 182 S. State St.

The Park District routinely sponsors or conducts events at other locations where the sale and serving of alcoholic liquor occurs. For these events, the Park District has routinely returned to the Liquor Commission to receive approval to sell/serve alcoholic liquor at these off-premises locations and the Liquor Commission has routinely approved these requests.

The Liquor Commission stated that instead of requiring the Park District to return each time for approval that a text amendment be drafted and approved by the Village Board to permit the Park District to sell/serve at off-premises events that are sponsored or conducted by the Park District.

Analysis: Sec. 3-1-11 of the Hampshire Municipal Code regulates the change of location for liquor license holders. The proposed text amendment would make Class I Liquor License Holders exempt from the provision allowing the Park District to sell/serve alcoholic liquor at events sponsored or conducted wholly by the Park District regardless of location.

The Park District is the only holder of the Class I Liquor License.

Recommendation: For the Village Board to consider a text amendment to Sec. 3-1-11 to exempt Class I Liquor License from the Change of Location provision.

Attachment:

1. Sec. 3-1-11 Red-Line Copy
2. Ord. 24-XX

Sec. 3-1-11: CHANGE OF LOCATION

A retail alcoholic liquor license shall permit the sale of alcoholic liquor only in the premises described in the application and license. Such location may be changed only upon the written permit to make such change issued by the local liquor control commission. No change of location shall be permitted unless the proposed new location is a proper one for the retail sale of alcoholic liquor under the laws of this state and the provisions of this article.

Class I liquor license holders shall be exempt from the provision of this section for events that are wholly sponsored or conducted by the Hampshire Township Park District, provided that the Class I liquor license holder complies with the applicable requirements set forth in Section 3-1-6 of this code.

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-1-11 OF THE MUNICIPAL CODE
OF HAMPSHIRE OF 1985 REGARDING CHANGING LOCATIONS FOR LIQUOR
LICENSEES LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS**

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

THIS ___ DAY OF _____, 2024

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

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING SECTION 3-1-11 OF THE MUNICIPAL CODE
OF HAMPSHIRE OF 1985 REGARDING CHANGING LOCATIONS FOR LIQUOR
LICENSEES LOCATED IN 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 4-1 of the Liquor Control Act of 1934 (235 ILCS 5/4-1) authorizes the Corporate Authorities to determine the number, kind and classification of retail liquor licenses and to establish regulations and restrictions upon the operation of local liquor licensees as the public good and convenience may require; and

WHEREAS, Chapter 3 of the Municipal Code of Hampshire of 1985 (the “Village Code”) sets forth regulations regarding the sale of alcoholic liquor at retail within the Village; and

WHEREAS, Section 3-1-11 of the Village Code currently requires a retail alcoholic liquor licensee to obtain written permission from the local liquor control commission if the licensee desires to sell alcoholic liquor at a location other than the one listed in the application and license; and

WHEREAS, the Hampshire Township Park District (the “Park District”) is committed to providing green spaces, events and activities for members of the community; and

WHEREAS, to ensure that the Park District can continue to hold and sponsor events and activities at various locations throughout the Village, the Corporate Authorities have decided that it is in the best interests of the Village and its residents to amend 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 Section 3-1-11 of as set forth below (additions underlined; deletions ~~stricken~~):

3-1-11: CHANGE OF LOCATION:

A retail alcoholic liquor license shall permit the sale of alcoholic liquor only in the premises described in the application and license. Such location may be changed only upon the written permit to make such change issued by the local liquor control commission. No change of location shall be permitted unless the proposed new location is a proper one for the retail sale of alcoholic liquor under the laws of this state and the provisions of this article.

Class I liquor license holders shall be exempt from the provision of this section for events that are wholly sponsored or conducted by the Hampshire Township Park District, provided that the Class I liquor license holder complies with the applicable requirements set forth in Section 3-1-6 of this code.

SECTION 3. 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 amendment contemplated by this Ordinance and shall take all action necessary in conformity therewith.

SECTION 4. 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. 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.

YEAS (or AYES): _____

NAYS (or 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 3-1-11 OF THE MUNICIPAL CODE OF HAMPSHIRE OF 1985 REGARDING CHANGING LOCATIONS FOR LIQUOR LICENSEES LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS

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

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

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

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

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

AGENDA SUPPLEMENT

TO: President Reid and Village Board

FROM: Lori Lyons, Finance Director

FOR: July 18, 2024 Village Board Meeting

RE: Approving the acquisition of the licensing module of ERP Pro

Background. Village trustees approved the licensing and implementation of Tyler Technologies ERP Pro 10 program in the FY2024 budget. The licensing module was not part of the original licensing agreement, but it is believed this will help manage the licenses that the village issued currently by spreadsheet.

Analysis. The Village utilizes a manual system to manage licenses and registrations including liquor purveyors, video gaming and coin amusements, garbage haulers, chicken owners, food trucks, ice cream vendors, etc.

This licensing module will increase automation by producing applications and notices, monitoring insurance/bond expirations, fee assessments, etc.

This is an unbudgeted expense that will be paid for out of the general fund budget and is an expansion of our licensing agreement with Tyler Technologies, and therefore is being brought forward for approval.

Recommendation. Staff requests the Board approval of the attached resolution authorizing the Village Manager to accept the agreement for the licensing, implementation, training and support of the licensing module of ERP Pro 10.

Resolution 24 –XX

**A RESOLUTION APPROVING AN AGREEMENT WITH TYLER TECHNOLOGIES
FOR THE LICENSE AND IMPLEMENTATION OF THE
LICENSING MODULE OF ERP PRO 10**

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 staff has determined that it would be in the Village’s best interest to acquire and implement the licensing module of ERP Pro 10; and

WHEREAS, with the increase in licenses and registrations processed and managed by the Village, and the integration of this module with the Village’s overall Enterprise Resource Planning software, ERP Pro 10, this product has been identified to most likely meet the Village’s needs ; and

WHEREAS, Tyler Technologies proposes to license, implement, configure and provide training and support for the licensing module for an initial cost of not to exceed \$4,890.00 as reflected in Exhibit A attached to this Resolution; and

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 recitals listed above are incorporated I this Resolution as if fully set forth in this Resolution.

Section two. The Agreement with Tyler Technologies for the licensing module in the not to exceed amount of \$4,890.00 is hereby approved in the form attached to this Resolution as Exhibit A.

Section three. The Village Manager is hereby authorized to sign the agreement with Tyler Technologies for licensing, implementatoon, configuration and training and support for the licensing module in an amount not to exceed \$4,890.00.

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

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

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 18th day of July 2024.

Michael J. Reid, Jr.
Village President

ATTEST:

Karen Stuehler
Village Clerk



Sales Quotation For:
Village of Hampshire
234 S. State Street
Hampshire IL 60140-0457

Quoted BY Scott Isaacs
Quote Expiration 12/31/24
Quote Name Tyler CD Pro Licensing

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro powered by Incode			
ERP Pro Community Development Suite			
Licensing	\$ 2,894	\$ 405	\$ 2,489
Licensing Access	\$ 1,200	\$ 168	\$ 1,032
TOTAL:	\$ 4,094	\$ 573	\$ 3,521

Services		
Description	Hours/Units	Extended Price
ERP Pro Community Development Suite		
Professional Services	32	\$ 4,640
Other Services		
Project Management	1	\$ 250
	TOTAL:	\$ 4,890

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 3,521
Total Tyler Services	\$ 4,890	
Summary Total	\$ 4,890	\$ 3,521
Contract Total	\$ 8,411	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Licensing Access

Licensing Access displays the license detail, which includes license number, license type, issued to, alternate contact, property, status, effective date, and expiration date. It displays the balance detail, such as fees, penalties, interest, and tax. Payment packet is. It also allows the user to request renewals, as well as pay or apply for a license. Note that the customer pays the \$1.25 fee per transaction for payment online.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.

- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

AGENDA SUPPLEMENT

TO: President Reid and Village Board

FROM: Lori Lyons, Finance Director

FOR: July 18, 2024 Village Board Meeting

RE: 2024 Paving Projects

Background. The FY25 budget included Road and Bridge Fund expenditures in the amount of \$100,000 to be supplemented by Transportation Funds in the amount of \$166,500 for paving projects on Terwilliger Avenue, Panama Avenue and Kelley Road.

Analysis. The formal bidding process requires engineering to assist with the preparation of plan documents, bid specifications to describe the components of the project, advertising, opening, etc. which would add substantial cost to the project. With relatively uncomplicated projects such as these and in lieu of the formal bidding process, the Board has frequently reviewed and accepted quotes from paving contractors. While it has been difficult in the recent past to get quotes from contractors, this year Supervisor of Streets, David Starrett was successful in obtaining quotes from three known and reliable contractors.

A table of the quotes received follows this agenda supplement. With all three of the contractors known by the Village. Mr. Starrett believes that it would be in the best interest to accept the quote provided by Champion Paving in the amount of \$201,800.00, the lowest quote obtained..

Recommendation. Staff requests the board waive the formal bidding requirements for the paving projects per the attached and authorize staff to accept the quote submitted by Champion Paving, Corp. in the amount of \$201,800.00 to be paid for out of the Road and Bridge Fund and the Transportation Fund as follows:

Road and Bridge Fund:	\$100,000.00
Transportation Fund:	<u>101,800.00</u>
	<u>\$201,800.00</u>

A resolution for approval follows this agenda supplement.

Village of Hampshire Paving Projects 2024

Description	Quantity	Unit	Unit Price	Schroeder	Champion	Peter Baker
				Amount	Amount	Amount
Terwilliger ave (Prairie to Klick)						
4" HMA Mill	1,450	SY		\$7,250	\$5,400	\$9,860
Grade and Compact Existing Stone	1,450	SY		\$2,392.50	\$2,200	\$2,610
2.5" HMA N50 Binder	206	Ton		\$21,012	\$16,400	\$17,108.30
1.5" HMA N50 Surface	125	Ton		\$12,875	\$13,000	\$12,012.50
Total Cost for Terwilliger ave				\$43,529.50	\$37,000	\$41,590.80
Panama ave (Smith west to seam)						
4" HMA Mill	2,300	SY		\$11,500	\$9,800	\$12,420
Grade and Compact Existing Stone	2,300	SY		\$3,795	\$3,300	\$4,025
2.5" HMA N50 Binder	328	Ton		\$33,456	\$24,400	\$27,666.80
1.5" HMA N50 Surface	200	Ton		\$20,600	\$18,800	\$18,030
Total Cost for Panama ave				\$69,351	\$56,300	\$62,141.80
Kelley rd (Widmayer east to seam)						
1.5" HMA Mill	8,717	SY		\$16,562.30	\$19,300	\$21,792.50
HMA Level Binder	370	Ton		\$38,110	\$27,600	\$30,062.50
1.5" HMA N50 Surface	745	Ton		\$76,735	\$61,600	\$60,941
Total for Kelley rd				\$131,407.30	\$108,500	\$112,796
Total =				\$244,287.80	201,800	\$216,528.60

Comments:

Resolution 24 –XX

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS
AND ACCEPTING THE QUOTE OF
CHAMPION PAVING FOR THE MILL & OVERLAY
OF PORTIONS OF TERWILLIGER & PANAMA AVENUES
AND A PORTION OF KELLEY ROAD
IN 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, improvement of portions of Terwilliger and Panama Avenues and a portion of Kelley Road road surface (collectively termed “the project”) is necessary to increase the safety of the traveling public; and

WHEREAS, the Village is seeking to mill and overlay Terwilliger Avenue from Prairie Street to Klick Street, Panama Avenue from Smith Drive west to the seam, and a portion of Kelley Road from Widmayer Road east to the seam; and

WHEREAS, Champion Paving Corporation (Vendor) submitted a quote for the this project in the amount of \$201,800.00 attached to this Resolution as Exhibit A,; 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 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 subject paving services.

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 for the completion of this project in an amount not to exceed \$201,800.00.

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

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

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 18th day of July 2024.

Michael J. Reid, Jr.
Village President

ATTEST:

Karen Stuehler
Village Clerk



P.O Box 610
Hampshire, IL, 60140-0610
ChampionPaving@aol.com

Cameron Waterworth
Brendan Waterworth

(847) 683-8383
fax (847) 683-7533

Dave Starrett
Village of Hampshire
234 S State Street
Hampshire, IL 60140

RE: Hampshire Streets 2024

Submitted: Thursday July 11, 2024

We propose to furnish all necessary labor, material, tools, equipment, and supervision to complete the following:

- Panama Ave: We will tear out existing asphalt. Haul Away. Regrade existing stone base and compact. Install 2.5" N50 binder course and 1.5" N50 surface course. Area measures 2,300 SY. \$56,300.00**
- Terwilliger Ave: We will tear out existing asphalt. Haul Away. Regrade existing stone base and compact. Install 2.5" N50 Binder Course. And 1.5" N50 surface course. Area measures 1,450 SY. \$37,000.00**
- Kelley Road: We will mill 1.5". Clean & Sweep all loose debris. Install tack coat. Install Hma Level Binder course. Install 1.5" N50 surface. Area measures 8717 SY \$108,500.00**

Property owner responsible for all permits.

All of the above work to be completed in a workmanlike manner.

- Note: Due to rising asphalt costs and volatile material prices, the above **price is quoted for 11-30-2024**
- Terms: 100% of labor material and equipment as work progressed, due upon completion of work specified in this contracts.

Any changes from the above written amount of work to be performed involving extra cost of material or labor subjects the above contract to an additional charge unless said changes are accepted in writing. This proposal null and void if not accepted within 90 days of date submitted. We carry Workmen's Compensation insurance and Public Liability insurance. Champion Paving Corp. shall be entitled to the recovery of all reasonable attorney's fees and costs incurred in connection with any dispute hereunder or in connection with any action involving the recovery of amounts due hereunder.

Respectfully submitted,

CHAMPION PAVING CORPORATION

By _____
Cameron Waterworth, Chief Estimator

ACCEPTANCE

You are hereby authorized to furnish all material and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay amount mentioned in said proposal, and according to term thereof. It is hereby agreed that a facsimile copy of this quotation signed by both parties constitutes a legal and binding agreement.

Date _____, 2024 _____

Printed _____



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: James Vasselli, Village Attorney
FOR: Village Board Meeting on July 18, 2024
RE: Appointing the Village Attorney and Approving the Related Agreement

Background: James Vasselli is the current Village Attorney and has left Ottosen DiNolfo Hasenbalg & Castaldo, Ltd to start Vasselli Law, LLC. To allow Vasselli Law, LLC to continue providing legal services to the Village in an efficient manner, the Village should enter into a legal services agreement governing the terms law firm’s representation of the Village.

Analysis: Jamse Vasselli and Vasselli Law, LLC will continue to provide legal services to the Village on the same terms and conditions as before; however, instead of billing a minimum of 0.3 hours for communications, they will bill a minimum of 0.1 for communications in an effort to save the Village money.

Recommendation: For the Village Board to consider appointing James Vasselli as Village Attorney and entering into the related documents.

Attachment:

1. Resolution

RESOLUTION NO. 24-_____

**A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF
THE VILLAGE ATTORNEY AND A RELATED ENGAGEMENT AGREEMENT
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 (the “Village Board” and with the President, the “Corporate Authorities”) are committed to ensuring that the Village operates in a safe, economical, efficient and proper manner; and

WHEREAS, Section 3.1-30-5 of the Illinois Municipal Code (65 ILCS 5/3.1-30-5) authorizes the President, with the advice and consent of the Village Board, to appoint an attorney or corporation counsel; and

WHEREAS, pursuant to Section 1-6-1 of the Municipal Code of Hampshire of 1985, the Village attorney shall be appointed by the President, by and with the advice and consent of the Village Board; and

WHEREAS, the Corporate Authorities desire to have James Vasselli, the current acting village attorney (the “Village Attorney”), continue to represent the Village; and

WHEREAS, the Corporate Authorities have determined that it is advisable, necessary, and in the best interests of the Village and its residents to appoint James Vasselli to the position of Village Attorney and to approve an engagement letter and fee agreement with Vasselli Law, LLC (collectively, the “Engagement Agreement”), incorporated herein by reference;

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 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 purpose of this Resolution is to appoint James Vasselli to the position of Village Attorney, to authorize and approve the Engagement Agreement and to authorize the President or his designee to perform all necessary acts to effectuate the intent of this Resolution.

SECTION 3. The President hereby appoints James Vasselli as the Village Attorney and the Village Board hereby provides its advice and consents to said appointment. The Village Board hereby authorizes the President or her designee to execute and enter into the Engagement Agreement, with such insertions, omissions and changes as shall be approved by the President. The Village Clerk or his designee 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. It is hereby determined that it is advisable, necessary, and in the public interest of the Village for the Village to take the actions set forth in 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. The Village is authorized to allocate, spend and/or receive all necessary funds to fulfill the requirements 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 and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED THIS __ DAY OF _____, 2024.

YEAS (or AYES): _____

NAYS (or NOES): _____

ABSENT: _____

ABSTAIN: _____

APPROVED 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
(RESOLUTION)

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

**A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF
THE VILLAGE ATTORNEY AND A RELATED ENGAGEMENT AGREEMENT
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) passed and adopted Resolution No. _____, which was approved by the Village President on the _____ day of _____, 2024.

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

Copies of such Resolution are available for public inspection upon request in the office of the Village Clerk.

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

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

Re: Standard Terms of Engagement for Legal Services

INTRODUCTION

Vasselli Law is committed to providing legal services that combine technical accuracy, a timely response, accessibility and innovation, with a clear aim of assisting our clients to achieve their objectives.

This statement sets out the standard terms of our engagement as your lawyers and is intended as a supplement to the engagement letter that we have with you as our Client. Unless agreed otherwise in writing by mutual agreement, these terms will be an integral part of our agreement with you as reflected in the engagement letter.

We ask that you read this statement carefully and contact us promptly if you have any questions. We suggest that you keep a copy of this statement in your file with the engagement letter.

SCOPE OF OUR WORK

The Client does hereby retain Vasselli Law (the “Firm”), comprised of attorneys licensed to practice in the State of Illinois. You should have a clear understanding of the legal services that we will provide. Our legal services will only be those described in the engagement letter; our scope of work will exclude any other work not specifically agreed to in the engagement letter. Any questions that you have shall be dealt with promptly.

While serving as legal counsel, the Firm shall represent the Client in all legal matters and shall be responsible to attend to various miscellaneous legal needs of the Client, including, but not limited to, communications with the Client and its staff, attending meetings, preparing or reviewing documents, conducting legal research, handling hearings, and representing the Client in matters before administrative agencies and courts of law. The Client may agree to expand or limit the scope of the Firm’s representation of the Client in other legal matters from time to time; however, any expansion or limitation must be confirmed in writing by the Client to the Firm.

We will at all times act on your behalf to the best of our ability. Any statements on our part concerning the outcome of your legal matters are statements of our best professional judgment, but are not guarantees of any result. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter, and absent an express agreement to the contrary does not include any affiliates of such person or entity (*e.g.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). If you believe this engagement includes additional entities or persons as our Clients you should inform us immediately.

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to the terms of engagement that we agree on at that time.

This engagement shall be subject to the Illinois Disciplinary Rules of Professional Conduct.

WHO WILL PROVIDE THE LEGAL SERVICES

Customarily, each Client of the Firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and non-lawyers (*e.g.*, legal assistants) in the Firm. Such delegation may be for the purpose of involving lawyers or non-lawyers with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and non-lawyers who work on your matters.

REVIEW FOR CONFLICT OF INTEREST

To protect both of us and to comply with our professional obligations, we conducted an internal search of our clients files to determine if there is any potential conflicts of interest with present or former clients of our Firm that need to be resolved. We will inform you of any potential conflicts, which we may discover prior to commencing work for you, if possible, so that you can evaluate whether engaging our Firm, is appropriate. Moreover, we assume that if, during the course of our Firm's services, we become aware of potential conflicts of interest that may arise, we will immediately provide you with all necessary information.

HOW OUR FEES WILL BE SET

Generally, our fees are based on the time spent by the lawyers and non-lawyers who work on the matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel, and others; conferences among our legal and non-lawyer personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We will keep accurate records of the time we devote to your work in units of tenths of an hour, and will bill on a one-tenth (0.1) of an hour basis.

The minimum billing increment of time to be billed by the attorney performing services shall be one-tenth (0.1) of any hour. Communications by telephone, e-mail, or electronic messaging shall be billed at no less than one-tenth (0.1) of an hour. Written correspondence shall be billed at no less than one-tenth (0.1) of an hour.

The hourly rates of our lawyers and non-lawyers are, from time to time, reviewed and adjusted and may be changed with or without notice to reflect current levels of legal experience, changes in overhead costs, and other factors. Our hourly rates are listed in the engagement letter.

Although we may from time to time, at the Client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to unforeseeable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

With your advance agreement, the fees ultimately charged may be based upon a number of factors, such as:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly;
- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved and the results obtained;

- The time constraints imposed by you as our Client and other circumstances, such as an emergency closing, the needs for injunctive relief from court, or substantial disruption of other office business;
- The nature and longevity of our professional relationship with you;
- The experience, reputation, and expertise of the lawyers performing the services;
- The extent to which office procedures and systems have produced a high-quality product efficiently.

For certain well-defined services, we will (if requested) quote a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

We also will, in appropriate circumstances, provide legal services on a contingent fee basis. Any contingent fee representation must be the subject of a separate and specific engagement letter.

ADDITIONAL CHARGES

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as graphics, couriers, travel expenses, some long-distance telephone calls, facsimile transmissions, postage, specialized computer applications such as computerized legal research, media services and practice support, records retrieval, and filing fees. The current basis for these charges is set forth below. Charges for similar services in the Firm's foreign offices may vary from those shown below. The Firm will review this schedule of charges periodically and adjust them to take into account changes in the Firm's costs and other factors.

Graphics and Production Services

The Firm charges \$0.25 per page for non-color duplicating, including printing electronic and scanned images, and printing for duplication purposes that is performed within our office. There are special charges for other production services, which are available on request.

Courier Services

Charges, which may vary based on the service provider used and the service provided, are billed at the Firm's actual cost.

Computer Aided Legal Research (CALR)

Charges for services are billed at the Firm's actual cost.

Telephone

The Firm does not charge for local or domestic long-distance calls. Other long-distance calls, including international long-distance calls, audio conferencing services, and calling card calls are charged at the Firm's actual cost for the call or conference.

Travel-Related Expenses

Airfare, hotel, meals, ground transportation and other travel-related costs are billed at the Firm's actual costs.

All Other Costs

The Firm charges actual disbursements for third-party services, which may include, but are limited to, fees fixed by law or assessed by third parties, such as public agencies (including fees imposed by the courts or administrative agencies for such items as recording or certifying documents, and filing fees); process servers; couriers, messengers, overnight delivery, and other delivery fees; witnesses and expert witnesses; IME physicians and related medical testing; court reporters; postage; document fees; and photocopying and other reproduction costs. These expenses may also include, but are not limited to, charges for electronic legal research, transcripts, and investigations. The Firm shall bill the Client for such costs as they are accrued or forward the invoices for such services to the Client for direct payment to a third party. The Firm may recoup expenses reasonably incurred in connection with services performed in-house, such as postage, non-legal staff overtime, file retrieval, media services and practice support, etc. A current schedule of these charges is available on request.

Unless special arrangements are otherwise made, fees and expenses of others (such as experts, investigators, consultants and court reporters) will be the responsibility of, and billed directly to, the Client. The Client should not expect the Firm to advance such costs.

BILLING ARRANGEMENTS AND TERMS

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are due upon receipt of our billing statement. All billings shall be due and payable in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

In the event it is necessary for the Firm to file suit to recover any unpaid fees and costs associated with your matter(s), the Firm shall also be entitled to any attorney's fees and costs incurred as a result of those efforts. Moreover, any suit brought by the Firm or the Client relating to the fees charged by this Firm shall be filed in the Circuit Court of Cook County and shall be tried without a jury.

Waiver of Jury Trial

Each party hereby irrevocably waives its rights to trial by jury in any Action or proceeding arising out of this agreement or the transactions relating to its subject matter.

Interest on Past-Due Accounts

The Client hereby agrees to pay the balance due on account within thirty (30) days of each invoice date. Balances not paid within thirty (30) days of the invoice date are subject to an interest rate of 1% per month.

ADVANCES

Clients of the Firm are sometimes asked to deposit funds as an advance payment or retainer with the Firm. The advance payment will be applied first to payment of charges for such items as photocopying, messengers, travel, etc., as more fully described above, and then to fees for services. The advance will be deposited in our client advance account and we will charge such other charges and our fees against the advance and credit them on our billing statements. In the event such other charges and our fees for services exceed the advance deposited with us, we will bill you for the excess monthly or may request additional advances. Any unused portion of amounts advanced will be refundable at the conclusion

of our representation, unless our engagement letter provides that the advance or retainer is non-refundable, deemed earned when paid, in which case there will not be a refund.

HOW CAN YOU HELP US REPRESENT YOU

Your assistance on the following points will enable us to deliver our service in a more timely manner and reduce the possibility of the need for work: give us clear instruction, if possible in writing; provide information or documentation promptly; inform us if you have any important time limits; inform us if you have changed your address, telephone or facsimile number or email address; make sure we have understood each other correctly, and ask if you are not sure about anything; deal promptly with any important questions that arise; keep in regular contact with us; and ask for a progress report if you are worried about anything, or do not hear from us when expected.

DISCLAIMER

Nothing in this Agreement or our statement will be construed as a promise or guarantee about the outcome of any matter. The Firm makes no such promises or guarantees. Our attorneys' comments about the outcome of any matter are expressions of opinion only. You agree that you have relied only on the statements or representations set forth in this Agreement, and not on any other statements or representations.

THIRD PARTY CONTRACTORS

Like many Firms and other organizations, our Firm from time to time uses or deals with third parties in connection with certain areas of our practice or operations. For instance, these third parties may include vendors, consultants, advisors, or other service providers in areas such as litigation support, storage, document management, hardware and software systems, Firm practice management, information technology, accounting and financial matters, and the like. Additionally, the Firm may use temporary lawyers and non-lawyers in certain matters. In performing their services, these parties may have some access to confidential Client information, and the Firm accordingly has appropriate confidentiality arrangements with them obligating them to preserve the confidentiality of any such information. Your consent to the Firm allowing non-employee contractors access to such information as described. We take our confidentiality obligations very seriously; do not hesitate to contact us with any questions.

COOPERATION

In order to enable our Firm to effectively represent you, we ask that you as our Client agree to disclose fully and accurately all pertinent facts and keep us informed of all documents relating to matters within the scope of our engagement. We necessarily must rely on the accuracy and completeness of the facts and information you as our Client and your agents provide to us. You agree to cooperate fully with us and to make your personnel available to attend meetings, discovery proceedings and conferences, hearings, and other proceedings. We will attempt to schedule depositions, hearings, and other important events to serve the convenience of those involved, but it is the nature of litigation that these schedules are often not within our control.

We will undertake our professional efforts to achieve a result that is satisfactory to you. However, because the outcome of negotiations or litigation is subject to the vagaries and risks inherent in the litigation process and in the actions of third parties, you understand that we make no promises or guarantees concerning the outcome and cannot do so.

CONCLUSION OF SERVICES AND CLIENT & FIRM DOCUMENTS

When our services conclude, all unpaid charges will become immediately due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any funds or property of yours in our possession. Your file shall be deemed to include only Client papers and property itemized in Rule 3-700(d), Rules of Professional Conduct, and, if applicable, Code of Civil Procedure Section 2018. We shall not be obliged to provide you with a copy of any papers or documents previously provided during the course of our representation. The Firm shall have no obligation to provide you with copies of computer programs, the programming techniques employed in connection with the relevant data, the principles governing the structure of the stored data and the operation of the data processing system, the underlying data used to compose materials, the methods used to select, categorize and evaluate materials, any computer outputs, or other electric materials or devices.

If the Client has not instructed the Firm to return the materials within seven (7) years after the conclusion of the matter, the Firm will destroy those materials. With respect to all other materials, the Firm will destroy such materials according to the document destruction policies in existence at the time. At the present time, it is expected that the Firm will destroy all such documents seven (7) years after the conclusion of the matter, but this policy is subject to change without notice.

INFORMATION PROTECTION

The Firm acknowledges that, pursuant to Section 45(b) of the Illinois Personal Information Protection Act (815 ILCS 530/45(b)), it is obligated to implement and maintain reasonable security measures to protect personal information from unauthorized access, acquisition, destruction, use, modification, or disclosure.

ACCEPTANCE OF EMPLOYMENT

The Firm hereby accepts such employment upon the terms and conditions herein stated.

James M. Vasselli

James M. Vasselli
Managing Member, Vasselli Law

TERMS OF ENGAGEMENT LETTER APPROVED

This Legal Services Engagement Letter is understood and accepted by the undersigned as a true and accurate statement of the agreement of the parties and its effective date(s). The Firm appreciates the opportunity to provide legal services to you, the Client, and looks forward to working with you.

Date: _____

By: _____

Print: _____

Title: _____

Mike Reid, Jr.
Village President

234 S. State Street
Hampshire, IL 60140

Re: Legal Representation / Fee Agreement

Dear President Mike Reid, Jr.,

First and foremost, thank you for choosing Vasselli Law, LLC (hereinafter or otherwise the “Firm”) to represent the Village of Hampshire (the “Client”) as Counsel (“Counsel”). This letter, together with the attached Standard Terms of Engagement for Legal Services, constitutes the entire terms of our engagement. We would like to thank you for the opportunity to represent the Client and look forward to our future working relationship.

As Counsel for the Client, the Firm shall render such advice and perform such legal services as directed by the Client's representative and/or governing body (as directed by the Client and in accordance with Client policies).

Fees and Expenses

Our fees are determined based on time spent providing services to the Client by our staff. The rate shall be \$180.00 per hour for work performed on this engagement by our attorneys and \$100.00 per hour for work performed by our paralegals/legal assistants. Our fees are billed in one-tenth (0.1)-hour increments on a monthly basis as set forth herein. All of our time is fully itemized and documented in billing statements that will be mailed monthly to the Client at the above address, or sent via electronic mail, to be agreed upon as written election of the parties. Each monthly bill for services includes the initials of the individual who performed the assigned task, the date on which the work was performed, a description of the work, and the amount of time spent completing the assignment. Any expenses, disbursements, and other charges incurred on the Client’s behalf will be billed to the Client in addition to our charges for professional services in accordance with our regularly established procedures. With respect to any third-party charges, the Firm may recommend expert witnesses; however, the Client will have final approval authority regarding any third-party contractors the Firm may hire to work on this matter. In all respects, the Firm’s invoicing will be in accordance with the Standards.

On a monthly basis, the Firm shall submit an invoice to the Client for all services rendered by the Firm in connection with our representation of the Client (the “Invoice”). In addition to our services, the Invoice may include a request for reimbursement of costs, expenses, and out-of-pocket advances incurred by the Firm in representing the Client. Examples of

such costs and expenses include filing fees, certified mailings, overnight delivery fees, copying costs, court reporter fees, trial exhibit costs, and other such expenses that may be reasonably incurred in the course of representing the Client. Furthermore, the Client will be directly responsible for payment of all costs to all third-party contractors including, but not limited to, expert witnesses. The Firm may suggest some third-party contractors to utilize, but the Client will have final approval authority regarding any third-party contractors that are hired to aid in our defense of any matters assigned.

The Firm's statements for services rendered and out-of-pocket costs incurred (the "Invoice") will be prepared and mailed to the address listed above, or via electronic mail, at the Client's discretion, during the month following the month in which services are rendered and costs advanced. We will make every effort to include the Firm's out-of-pocket disbursements in the next monthly statement. However, some disbursements are not immediately available to us and, as a result, may not appear on a statement until sometime after the charges were actually incurred. The Firm anticipates making advances to cover out-of-pocket costs incurred but reserves the right to forward the Client any third-party invoice with the request that such items be paid directly to the service providers.

The Client agrees to remit payment on the Invoices submitted by the Firm in a commercially reasonable time period, but in no event later than thirty (30) days after the Client's receipt of such Invoice.

While Managing Member James M. Vasselli will have primary responsibility for the Client's matters, he may assign others in our Firm to assist in representing the Client as necessary. He will assign other attorneys or legal assistants as appears appropriate to optimize the effectiveness and economy of our services.

Attorney Vasselli will keep the Client's representative and governing body reasonably informed on the status of the Client's legal matters and will promptly comply with a request for information.

Future Engagements

You further understand and acknowledge that the Firm acts as general and special counsel to a variety of Illinois municipalities and units of government. To the extent that the Client seeks in the future to retain the Firm beyond the scope of this engagement letter, a separate and distinct engagement letter will be required. The Firm will conduct a conflicts of interest check and will thereafter notify the Client in writing of any potential conflicts of interest and either decline representation or seek a waiver of potential conflict of interest, whichever is required under the Illinois Rules of Professional Conduct ("Rules").

Terms of Engagement

This Agreement and the retention of the Firm is on an at-will basis. If, upon termination, the Client wishes to have any documents delivered to them, please advise us in writing. Otherwise, all such documents will be transferred to the person or entity responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us as permitted by law, absent any contrary written instructions from the Client.

If the foregoing fee arrangement meets with your approval, please sign and date below and return this letter to the Firm at your earliest convenience. Should you have any questions, however, please do not hesitate to contact us. We look forward to working with the Village of Hampshire and thank you again for choosing Vasselli Law.

Very truly yours,

James M. Vasselli

James M. Vasselli, Esq.
Vasselli Law, LLC

The foregoing agreement is accepted

By: _____
President Mike Reid, Jr.
Village of Hampshire

Date: _____

CC:



To: Village President and Board of Trustees

From: Timothy N. Paulson, P.E., CFM

Date: July 11, 2024

Re: Monthly Engineering Report

EEI Job #: HA2400-V

All:

Please find below a brief status report of current Village and development projects.

Village Projects

- Safe Routes to School
 - ✓ Completed Prelim Plans and Estimates
 - ✓ Meeting with IDOT Held 6/7/24
 - ✓ Environmental and Cultural Clearance Documentation Submitted to IDOT
- Park and Rinn Storm Sewer Improvements
 - ✓ Grant Approval Process Expected to be Finalized Soon
 - ✓ Then Move into Design
- UV System Replacement
 - ✓ Design Ongoing
- N. State Street
 - ✓ Prelim Plan Completed
 - ✓ Meeting with IDOT Held 6/13/24
 - ✓ Environmental and Cultural Clearance Documentation Submitted to IDOT

Development Projects

- Prairie Ridge K & L, M, and R
 - ✓ Surface Course Installed
 - ✓ Punch List Inspections for Acceptance Ongoing
- Prairie Ridge – North of Kelley Road
 - ✓ Home Construction Underway
 - ✓ Design for Prairie Ridge North Lift Station Ongoing
 - ✓ Plans Submitted for Neighborhoods U, V & Y – Review Completed, Waiting for Resubmittal



- Tamms Farm
 - ✓ Punchlist Inspections Ongoing
- ~~Stanley North~~—TRZ Self Storage American General Storage Development
 - ✓ Review of As-Built and Easement Document Issued; Waiting on Resubmittal
 - ✓ Punchlist Inspection Comments Provided to Developer
- Hampshire 90 Logistics Park
 - ✓ IDOT Route 20 Improvements Wrapping Up
 - ✓ Punchlist Inspections Ongoing
- Hampshire Grove
 - ✓ Construction Ongoing on Old Dominion Site
- Tinajero Property
 - ✓ Preconstruction Meeting Held
 - ✓ Construction Underway
- Oakstead
 - ✓ Engineering Approved
 - ✓ Waiting on Schedule from Developer
 - ✓ PRV Station Design
- Seyller Park
 - ✓ Parking Improvements Completed

If you have any questions please contact me at tpaulson@eeiweb.com or (630) 466-6727.

Pc: Jay Hedges, Village Manager

Village of Hampshire Street Department

Monthly Report: June 2024

Parkway Tree Trimming - Complete Tuscany Woods

Large Group Gathering - Barricade for the Petting Zoo, road closures for Sock Hop, Outdoor Market and Gaming Bus

Street Scape - Road Closure for additional canopy lights downtown

Signs - Installed new street signs and posts in Old Mill Manor replacing old, faded outdated signs.

Gravel Alley's

Storm Damage Pickup

Sidewalk Safety Program - 2024 Survey for proposed trip hazard repairs completed

Sweeper

Swept the entire Village

SSA and Street department mowing

SSA and Street right of way

Edge SSA sidewalks

Storm Drain Repairs

807 Kathi dr

Rowell rd

Cleaned pond restrictors and road grates

Utility Locates

368 Normal

30 Emergency

Asphalt Usage

2 Tons Various Potholes

Work Performed

Vehicle and Equipment Maintenance

Street Light Repair

Sidewalk Grinding

Other Miscellaneous Projects

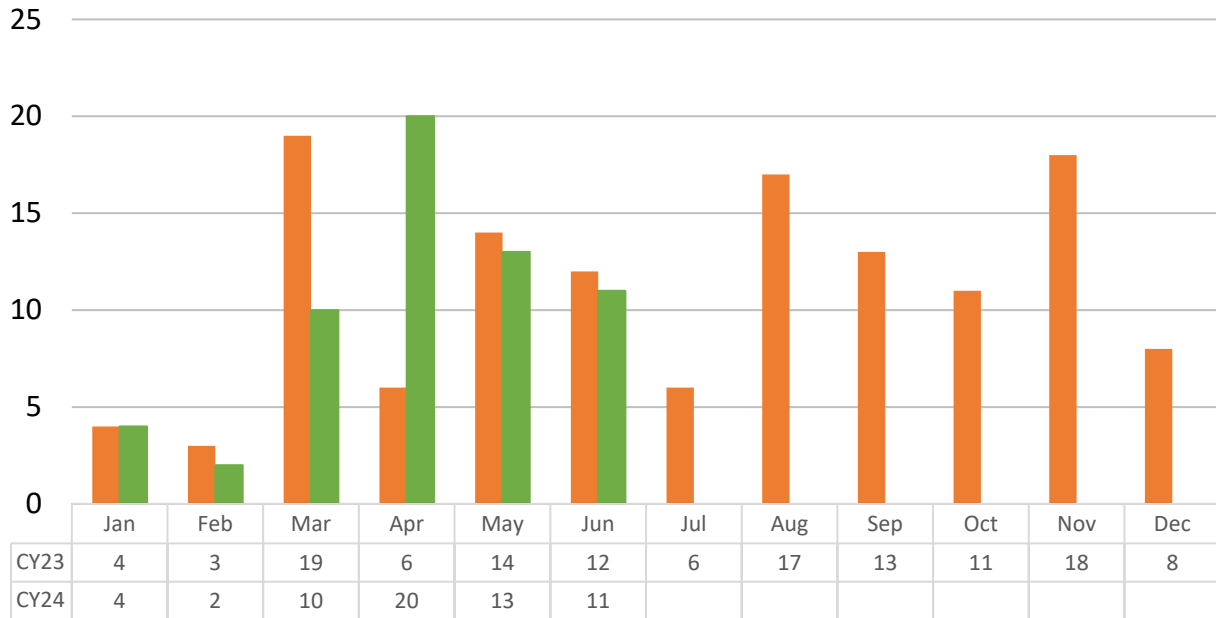
New Single-Family Detached Home Permits Issued

CY TTD

CY23: 131

CY24: 36

■ CY23 ■ CY24



New Duplex/Townhome Units Permits Issued

CY TTD

CY23: 150

CY24: 0

■ CY23 ■ CY24

