



Village of Hampshire
Village Board Meeting
Thursday, November 2, 2023 - 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 October 19, 2023
6. A Presentation from the Ella Johnson Memorial Public Library District
7. Village Manager's Report
 - a. An Ordinance Granting a Special Use to Brier Hill Ventures to Allow for Trailer Sales at 370 S Brier Hill Rd.
 - b. An Ordinance Approving a Lease Agreement for a Public Works Facility
 - c. A Motion to Authorize the Village Manager to Execute a Professional Services Agreement with EEI in the Amount of \$218,453 for the Design and Construction Engineering of a Lift Station in Prairie Ridge (costs to be reimbursed by developer per annexation agreement)
 - d. A Resolution Accepting Public Improvements in the Metrix Industrial Park
 - e. A Resolution Accepting Public Improvements in the Love's Development
8. Staff Reports
 - a. Building Report
 - b. Streets Report
9. Accounts Payable
 - a. A Motion to Approve the November 2, 2023, Accounts Payable to Personnel
 - b. A Motion to Approve the November 2, 2023, Regular Accounts Payable
10. Village Board Committee Reports
 - a. Business Development Commission
 - b. Public Works
11. New Business
12. Announcements
13. Executive Session
14. 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.

**REGULAR MEETING OF THE BOARD OF TRUSTEES
MINUTES
October 19, 2023**

The regular meeting of the Village Board of Hampshire was called to order by Village President Michael J. Reid Jr. at 7:02 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, October 19, 2023.

Roll call by Village Clerk, Karen Stuehler:

Present: Aaron Kelly, Toby Koth, Lionel Mott, Laura Pollastrini, Erik Robinson

Absent: Heather Fodor, joined 7:43 p.m.

A quorum was established.

In addition, present in-person were Village Manager Jay Hedges, Finance Director Lori Lyons, Village Attorney James Vasselli, and Chief Doug Pann. Asst. to the Village Manager Josh Wray and Village Engineer Tim Paulson attended remotely.

President Reid led the Pledge of Allegiance.

Robert Carreno was sworn in as Police Officer.

Celebratory awards were given to Linda Vasquez for her 22 years of service as Village Clerk.

PUBLIC COMMENTS

Erik Palm spoke on behalf of Linda Vasquez and her wonderful service to Hampshire.

Elizabeth Bruckmeyer expressed concerns of her cats and the Village Ordinance.

MINUTES

Trustee Mott moved to approve the minutes of October 5, 2023, with the changes presented.

Seconded by Trustee Pollastrini

Motion carried by roll call vote.

Ayes: Kelly, Koth, Mott, Pollastrini, Robinson

Nays: None

Absent: Fodor

VILLAGE MANAGER'S REPORT

Trustee Koth moved to approve Ordinance 23-20 amended Village Code Chapter 5 Building Regulations Regarding Accessibility Requirements for Electric Vehicle Charging Stalls.

Seconded by Trustee Robinson

Motion carried by roll call vote

Ayes: Kelly, Koth, Mott, Robinson

Nayes: Pollastrini
Absent: Fodor

Trustee Kelly moved to approve Resolution 23-19 Authorizing the purchase of 15 Body Worn Cameras, Ancillary Equipment, and Storage Subscription from Axon Enterprise in the amount of \$71,313.48.

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

Trustee Koth moved to approve Resolution 23-20 waiving the Public Bidding Requirements and Awarding a Public Works Project Contract to Schroeder Asphalt Services for Three Paving Projects in the Village in the Amount of \$123,650.50 with the change requested by Trustee Pollastrini to include mention of the other quotes garnered.

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

STAFF REPORTS

There were a few questions about the staff reports.

ACCOUNTS PAYABLE

There were no payables to personnel.

Trustee Koth moved to table the Accounts Payable to Personnel indefinitely.

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

Trustee Fodor moved to approve the Regular Accounts Payable in the amount of \$782,033.40 to be paid on or before October 25, 2023.

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

COMMITTEE/COMMISSION REPORT

The Business Development Commission cancelled the October meeting. They will meet in November.

Trustee Koth announced a Public Works Committee meeting for November 18, 2023.

NEW BUSINESS

The maintenance of the creek banks at Rt. 72 and State Street was discussed. The abutting property owner has responsibility for maintenance except for the specific plantings in the creek beds that IDOT has noted should be left. IDOT has said they will perform maintenance there twice per year.

Trustee Kelly asked if some of the plantings downtown could be changed because of the bushes there with thorns that have become something of a nuisance. Trustee Koth noted the thorny plants actually help keep people out of the planting areas so they don't get walked through and destroyed. Staff will maintain the plantings so they don't overhang into the walkway.

Pres. Reid announced that Ella Johnson Public Library now plans to build additional libraries in Pingree Grove and Burlington and eventually build a new one in Hampshire. They would like all three mayors' support in the press release, so Pres. Reid asked for feedback from the Board. It was discussed, and we will ask the Library Board president and/or executive director to come present the plans to the Village at the next meeting.

Mr. Hedges has received a lease proposal for the public works facility from the owner, and he believes staff will bring it to the Board at its next meeting.

ANNOUNCEMENTS

Mr. Hedges reminded everyone of the Pumpkin Smash event being held at Henpeck Park on Saturday, November 4, 2023. Flood Brothers is donating the dumpster and transporting it to Beans Farm who will take the pumpkins.

Trick or Treating hours are 4:00 PM - 7:00 PM on Halloween.

Jingle Fest Parade will be held December 9, 2023, and the tree lighting will be at the end of the parade.

Trustee Pollastrini announced that Sen. Syverson and Rep. Keicher are having their coffee and legislative update from 8-9am tomorrow.

Trustee Fodor reminded everyone the Secretary of State Mobile Unit will be in Hampshire October 31 from 10:00 AM - 2:00 PM.

Pres. Reid noted the winter parking ban starts November 1st.

EXECUTIVE SESSION

No executive session was held.

ADJOURNMENT

Trustee Robinson moved to adjourn the Village Board meeting at 8:35 p.m.

Seconded by Trustee Fodor.
Motion carried by voice vote.

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: Josh Wray, Assistant to the Village Manager
FOR: Village Board Meeting, November 2, 2023
RE: Special Use for Trailer Sales

Background: The owners of 370 S Brier Hill Rd are currently developing a previously approved construction materials recycling facility on the southern portion of the property. The owners would also like to have a trailer sales business on the northern part of the property, which is not a permitted use in their current zoning district, M-2. They have applied for special use approval pursuant to Village Code Section 6-9-3(C), which allows for other uses to be approved via the special use process. The Planning & Zoning Commission approved recommending the special use, with gravel surfacing and without screening of outdoor inventory, 6-0.

Analysis: The current zoning district, M-2 General Industrial, does not allow for many retail uses like trailer sales. Rather than subdivide the land and rezone the new parcel to a retail-type business zoning district (which would be unusual for this area), the petitioner opted to apply for a special use approval for the specific use they want. The special use approval gives the Village more control over the site because it limits the allowable usage of the property to what is specifically requested and approved, with or without conditions, rather than opening up an entire new zoning district in the area that might lead to incompatible uses.

Action Needed: Consider recommending approval of the special use request for trailer sales on the property.

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO CERTAIN REAL
PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS**
(Brier Hill Ventures – Allow Trailer Sales at 370 S. Brier Hill Road, Hampshire, Illinois)

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

THIS ___ DAY OF _____, 2023

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
___ day of _____, 2023

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. 23 - ____**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO CERTAIN REAL
PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
(*Brier Hill Ventures – Allow Trailer Sales at 370 S. Brier Hill Road, Hampshire, 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 furthering the growth of the Village, enabling the Village to control development in the area and promoting public health, safety, comfort, morals and welfare; and

WHEREAS, 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, in addition to the other approvals granted herein gravel surfacing will be allowed, and screening will not be required for the outdoor storage of inventory on the Property if this Special Use is granted; and

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

WHEREAS, there exists certain property located at the address commonly known as 370 S. Brier Hill Road, Hampshire, Illinois (the “Subject Property”); and

WHEREAS, Brier Hill Ventures, LLC or an owner, user or designee of the Subject Property (the “Petitioner”) filed an application (the “Application”), requesting a special use permit to operate a trailer sales lot at the Subject Property (the “Special Use Permit”); and

WHEREAS, the Application includes exhibits and/or plans and specifications for the proposed use of the Subject Property; and

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

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

WHEREAS, at the Hearing, testimony was given, the PZC was presented with evidence, comments were solicited, the public was afforded opportunities to be heard on the proposed Special Use Permit and due consideration was given to the Application; and

WHEREAS, evidence was submitted that the Special Use Permit will be located at the same location, but apart from, the Petitioner’s current construction/demolition recycling facility and the Special Use Permit meets the standards established in the Village Code, including the Zoning Ordinance, for granting the Special Use Permit; and

WHEREAS, based on the testimony and evidence given at the Hearing, the PZC made certain findings of fact and recommend that the Special Use Permit be granted and approved (the “Findings”), attached hereto and incorporated herein as Exhibit A; and

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

WHEREAS, pursuant to the Zoning Ordinance, the Village Board may grant or deny, by ordinance or resolution, any application for special use, and may establish such conditions and restrictions upon the establishment, location, construction, maintenance and operation of the special use, as is deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified herein; and

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

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

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

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

SECTION 2. After thoughtful consideration, the Corporate Authorities hereby accept the PZC's Findings and, based on the Petition and other testimony and evidence, hereby find that: (1) granting the Special Use Permit will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare; (2) granting the Special Use Permit will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, and will not substantially diminish and impair property values within the neighborhood; (3) granting the Special Use Permit will not impede the normal and orderly development and

improvement of the surrounding property for uses permitted in the M-2 General Industrial Zoning District (the “M-2 District”); (4) the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the M-2 District, as to cause a substantial depreciation in the property values within the neighborhood; (5) adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided; (6) adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and (7) granting the Special Use Permit shall, in all other respects, conform to the applicable regulations of the M-2 District in which it is located, except as such regulations may, in each instance, be modified by the Village Board pursuant to the recommendations of the PZC. The Corporate Authorities further find and determine that it is necessary for the protection of the public interest and to secure compliance with the standards and requirements specified in the Zoning Ordinance to grant the Special Use Permit. The Special Use Permit is hereby authorized, approved and granted, subject to any conditions specified by the PZC. The officers, employees, and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to, and consummate the intent of this Ordinance and shall take all action necessary in conformity therewith.

SECTION 3. All past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 4. 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, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 5. 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 _____, 2023.

AYES:

NAYS:

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2023.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(Findings)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

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

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO CERTAIN REAL
PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
*(Brier Hill Ventures – Allow Trailer Sales at 370 S. Brier Hill Road, Hampshire, Illinois)***

I certify that on _____, 2023, 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 _____, 2023.

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 _____, 2023 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 _____, 2023.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

**VILLAGE OF HAMPSHIRE
PLANNING & ZONING COMMISSION**

IN RE: PETITION FOR SPECIAL USE FILED BY BRIER HILL VENTURES TO ALLOW AS A PERMITTED USE “TRAILER SALES LOT” IN AN M-2 GENERAL INDUSTRIAL ZONING DISTRICT

FINDINGS OF FACT

In regard to the petition for special use filed by Brier Hill Ventures to allow as a permitted use “trailer sales lot” in an M-2 General Industrial Zoning District, the Planning & Zoning Commission having considered the Petition and the testimony and evidence submitted at a public hearing, the Planning & Zoning Commission FINDS as follows:

1. A Petition requesting a text amendment of the zoning regulations has been filed with the Village Clerk and forwarded to the Village Zoning Administrator.
2. A Public Hearing on the Petition was conducted by the Planning & Zoning Commission at its regular meeting on October 9, 2023.
3. Notice of Public Hearing on said Petition was published in the Daily Herald newspaper September 23, 2023.
4. At the public hearing, no members of the public commented on the Petition. The petitioner presented the planned trailer sales use to be apart from but on the same property as their current construction/demolition recycling facility at 370 S Brier Hill Rd to include outdoor placement of inventory and gravel surfacing of the sales lot.
5. The Village Zoning Regulations, §6-9-3, currently do not allow trailer sales lots as a permitted use in the M-2 zoning district.
6. Pursuant to the Village Zoning Regulations, §6-14-3(H), the following conditions of special use approval have been satisfied:
 - a. The establishment, maintenance or operation of the special use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;
 - b. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, and will not substantially diminish and impair property values within the neighborhood;
 - c. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
 - d. The exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood;

e. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;

f. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and

g. The special use will, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Board of Trustees pursuant to the recommendations of the Planning and Zoning Commission, in this instance to include outdoor storage of inventory without screening and gravel surfacing of the sales lot.

7. Additional Findings by the Planning & Zoning Commission: The procedures for the Planning & Zoning Commission provide as follows, in § 6-14-3(B) of the Village Code:

“2. Decisions:

a. The Planning & Zoning Commission shall decide matters as authorized by this Chapter in a specific case and after public hearing.

b. A concurring vote of four (4) members of the Planning & Zoning Commission shall be necessary on any matter upon which it is authorized to decide by this Chapter.”

ACTION

On motion by B. Rossetti, seconded by A. Neal, to recommend approval of a special use filed by Brier Hill Ventures to allow as a permitted use “trailer sales lot” in an M-2 General Industrial Zoning District, the vote was 6 aye, 0 nay. Motion passed.

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

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

Dated: October 16, 2023

Respectfully submitted,

VILLAGE OF HAMPSHIRE PLANNING &
ZONING COMMISSION

By: Bryan Mroch, Chair



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

Agenda Supplement

TO: President Reid; Board of Trustees
FROM: Jay Hedges Village Manager
DATE: October 27, 2023
RE: PW Garage Lease

Background: The FY 2024 budget calls for a new PW Garage with plans to construct and occupy it by 12/1/24. While this process is moving forward, Streets Supervisor Dave Starrett has located a building available to lease for 12 months to store our equipment inside until the new building is available.

Analysis: Storing Village Plows and other large equipment out of the weather in a heated space is a major priority to reduce wear and tear and extend the life of our equipment. The existing building at 46W786 Allen Rd Hampshire is 6,336 sq ft and will accomplish our purposes for the next year. It is available from 12/1/23 thru 11/30/24 with an option for one additional year.

The rent agreed upon is \$5,600 monthly, with the \$600 representing ½ of the property taxes. Further, the Village would be responsible for insurance, utility costs, and routine building maintenance. Estimated total costs are \$6,000 per month.

The FY '24 Budget does not spending for this purpose. However, Income from Transition Fees and other General Fund Revenues are well over budget year to date, due in part to the increase in new home permits, so these funds are available in the General Fund.

Recommendation: Staff recommends approving the attached lease agreement with P2 Enterprises, LLC, the property owner, at 46W786 Allen Rd Hampshire, IL 60140.



TREES UNLIMITED

OFFICE

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AND APPROVING A LEASE BETWEEN P2
ENTERPRISES, LLC AND THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS**
(Real Property Located at 46W786 Allen Rd, Hampshire, Illinois)

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

THIS ___ DAY OF _____, 2023

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
___ day of _____, 2023

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. 23 - _____**

**AN ORDINANCE AUTHORIZING AND APPROVING A LEASE BETWEEN P2
ENTERPRISES, LLC AND THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
*(Real Property Located at 46W786 Allen Rd, Hampshire, 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, efficient and economical manner; and

WHEREAS, Sections 11-61-3 and 11-76.1-1 of the Illinois Municipal Code (65 ILCS 5/11-61-3; 65 ILCS 5/11-76.1-1) provide the Corporate Authorities with the power to lease real property for public purposes for a period not exceeding twenty (20) years; and

WHEREAS, P2 Enterprises, LLC (the “Owner”) owns certain real property located at the address commonly known as 46W786 Allen Rd, Hampshire, Illinois 60140 (the “Property”); and

WHEREAS, the Village desires to lease the Property for the public purpose of operating a public works facility at the Property; and

WHEREAS, in connection with the foregoing, the Village has determined that it is in the best interests of the Village and its residents to enter into a lease (the “Lease”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have determined that leasing the Property from the Owner is for public purposes and is advisable, necessary and in the best interests of the Village

and its residents to approve and authorize an agreement with terms substantially the same as the Lease;

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

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

SECTION 2. The Corporate Authorities hereby authorize and direct the President or his designee to enter into, execute and approve the Lease, with any such insertions, omissions and changes as are authorized by the Corporate Authorities. The Village Clerk is hereby authorized and directed to attest to, countersign, and affix the Seal of the Village to such documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The officers, agents, and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith. The Village is authorized to allocate, spend and/or receive all necessary funds to fulfill the requirements of the Lease and of this Ordinance.

SECTION 3. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 4. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or

regulation, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

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

SECTION 6. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

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

ADOPTED THIS __ DAY OF _____, 2023.

AYES:

NAYS:

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2023.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(Lease)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

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

AN ORDINANCE AUTHORIZING AND APPROVING A LEASE BETWEEN P2 ENTERPRISES, LLC AND THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
(Real Property Located at 46W786 Allen Rd, Hampshire, Illinois)

I certify that on _____, 2023, 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 _____, 2023.

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 _____, 2023 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 _____, 2023.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

Commercial Lease
(Public Works Facility: Streets Department)

This Commercial Lease (“Lease”) is made on November 2, 2023, between P2 Enterprises, LLC, (“Landlord”), located at 46W786 Allen Road, Hampshire, Illinois 60140, and the Village of Hampshire, Illinois (“Tenant”), located at 234 Main Street, Hampshire, Illinois 60140.

The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord the following property:
46W786 Allen Road, Hampshire, Illinois 60140

Rent payments shall be payable to:

P2 Enterprises LLC

C/O Marilee and Curt Pfaffinger

1. Base rental shall be five thousand six hundred and no/100 dollars (\$5,600.00) per month and will be payable by the Tenant to the Landlord on the 1st day of each month, beginning November 2, 2023. If any rental payment is not paid within five (5) business days of its due date, the Tenant agrees to pay an additional late charge of 5% (five percent) of the rental payment due. The rent amount for the first month shall be prorated. The Landlord shall timely pay the real estate taxes and apply six hundred dollars (\$600.00) of the rent to the real estate tax bill for the property to satisfy Tenant’s obligation for real estate taxes.
2. A five percent (5%) rent escalator shall be added to the monthly rent for the second rental year if the Lease is renewed.
3. The Landlord agrees to consent to Tenant making certain improvements to the building on the property to use the same, and the surrounding leased property, as a public works facility for the streets department, if so requested by the Tenant.
4. The term of this Lease will be from November 2, 2023, until October 31, 2024. If Tenant is in full compliance with all of the terms of this Lease at the expiration of this term, Tenant shall have the option to renew this Lease for an additional term of one (1) year with all terms and conditions of this Lease remaining the same by providing notice to the Landlord prior to August 30, 2024.
5. If the Tenant remains as Tenant after the expiration of this Lease with the consent of the Landlord but without signing a new Lease, a month-to-month tenancy will be created with the same terms and conditions as this Lease, except that such new tenancy may be terminated by ninety (90) days written notice from

either the Tenant or the Landlord. In this event, the monthly rent shall be the same as the prior monthly rent.

6. The Landlord agrees that any equipment and fixtures installed by the Tenant for operating the Tenant's business shall remain the property of the Tenant. Landlord consents to the Tenant installing a land-line phone system as well as other improvements necessary to operate a public works facility at the property.
7. The Tenant has inspected the property and has found it satisfactory for its intended purposes. The Landlord shall be responsible for the repair and upkeep of the exterior of the property, including the roof, exterior walls, parking areas, landscaping, mowing, building foundation, plumbing, heating, cooling, ventilation, well and septic facilities and any other systems on the Property. Tenant agrees to maintain the interior of the property and the surrounding outside area, in a clean, safe, and sanitary manner, and not to make alterations to the property without the Landlord's written consent except as set forth herein. At the termination of this Lease, the Tenant agrees to leave the property in the same condition as received, except for normal wear and tear. Landlord also agrees to comply with all rules, laws, regulations, and ordinances affecting the property or the business activities of the Tenant.
8. The Tenant agrees to obtain and pay for all necessary utilities (including phone service and internet) for the Leased property.
9. The Tenant agrees not to sublet the property or assign this Lease without the Landlord's written consent, which shall not be unreasonably withheld. Tenant agrees to allow the Landlord reasonable access to the property for inspection and repair. Landlord agrees to enter the property only after notifying the Tenant in advance, except in an emergency. Landlord acknowledges that Tenant will be operating heavy equipment at the Leased property and will be operating, at times, a twenty-four (24) hour a day facility for snow plowing facilities.
10. If the Tenant fails to pay the rent on time or violates any other terms of this Lease, the Landlord will provide written notice of the violation or default, allowing thirty (30) days to correct the violation or default. If the violation or default is not completely corrected within the time prescribed, the Landlord will have the right to terminate this Lease with thirty (30) days' notice and in accordance with state law. Upon termination of this Lease, the Tenant agrees to surrender possession of the property. The Landlord will also have the right to re-enter the property and take possession of it, remove Tenant and any equipment or possessions of Tenant, and to take advantage of any other legal remedies available.
11. The Landlord agrees to carry fire and casualty insurance on the building and property but shall have no

liability arising from operation of the Tenant's business.

12. The Tenant agrees to carry casualty insurance on the contents, (i.e., equipment and fixtures) that Tenant installs at the property. In addition, the Tenant agrees to carry business liability insurance, including bodily injury and property damage coverage, covering Tenant's business operations with the Landlord named as a co-insured party. Tenant agrees to furnish Landlord copies of the insurance policies upon request and will not cancel said policies without providing the Landlord with a minimum of ten (10) days written notice prior to cancellation or change of coverage.
13. This Lease is subject to any mortgage or deed of trust currently on the property or which may be made against the property at any time in the future. The Tenant agrees to sign any documents necessary to subordinate this Lease to a mortgage or deed of trust for the Landlord.
14. Tenant agrees that if any legal action is necessary to recover the property, collect any amounts due under this Lease, or correct a violation of any term of this Lease, Tenant shall be responsible for all costs incurred by Landlord in connection with such action, including any reasonable attorney's fees.
15. As required by law, the Landlord makes the following statement: "Radon gas is a naturally occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this State. Additional information regarding radon gas and radon gas testing may be obtained from your county health department".
16. The parties agree that this Lease is the entire agreement between them regarding this matter and that no terms of this Lease may be changed except by written agreement of both parties. This Lease binds and benefits both the Landlord and Tenant and any heirs, successors, representatives, or assigns. This Lease is governed by the laws of the State of Illinois. This Lease excludes the residential building on the Property.

Signature of Landlord Date

Signature of Tenant Date

Name of Landlord

Name of Tenant

ADDENDUM A
(Depiction)

DRAFT



To: Village of Hampshire

From: Engineering Enterprises, Inc.

Date: October 27, 2023

Re: *Prairie Ridge North Lift Station - Agenda Supplement*

EEI Job #: HA2315-V

Background

The Prairie Ridge North Development will require a sanitary lift station to service future units of the development. In accordance with the Development Agreement with Crown the Village is responsible for the design and permitting of key regional components of the sanitary sewer system, including the Lift Station for Prairie Ridge North. Per the agreement Crown will reimburse the Village for the cost of the engineering and permitting and fund the construction of the lift station.

We estimate an approximate two year timeline for design, permitting and construction of the lift station so Crown has asked the Village to proceed with the design of the improvements and EEI has prepared the attached Professional Services Agreement (PSA).

Following approval of the PSA, Crown will post a security with the Village and EEI will commence design. Upon completion of design the plans will be turned over to Crown for bidding and construction. EEI will provide construction engineering services during construction of the lift station. Crown will reimburse the Village for all costs associated with this PSA. The total contract amount for the PSA is \$218,453.00.

VILLAGE OF HAMPSHIRE

RESOLUTION NO. 23 - ___

A RESOLUTION AUTHORIZING AND APPROVING A SERVICE AGREEMENT WITH ENGINEERING ENTERPRISES, INC. FOR THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS (LIFT STATION)

WHEREAS, the Village of Hampshire (“Hampshire”) is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

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

WHEREAS, the President of Hampshire (the “President”) and the Board of Trustees of Hampshire (with the President, the “Corporate Authorities”), are committed to furthering the growth of Hampshire and enabling Hampshire to control development in the area; and

WHEREAS, in connection with the foregoing, the Corporate Authorities have decided to engage an engineer to engineer a lift station to manage the continued development of the Village (the “Services”); and

WHEREAS, Engineering Enterprises, Inc. (“EEI”) has offered to provide the Services to Hampshire in accordance with the provisions of the agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A; and

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

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

VILLAGE OF HAMPSHIRE

Section 1: That the foregoing recitals of the preamble are hereby incorporated in this Resolution as findings of Hampshire.

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

Section 3: That all past, present, and future acts and doings of the officials of Hampshire that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section 4: That the provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 5: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

VILLAGE OF HAMPSHIRE

ADOPTED THIS __ DAY OF _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS __ DAY OF _____, 2023.

Michael J. Reid, Jr., Village President

ATTEST:

Karen Stuehler, Village Clerk

VILLAGE OF HAMPSHIRE

Exhibit A
(Agreement)

VILLAGE OF HAMPSHIRE

STATE OF ILLINOIS)
)
COUNTY OF KANE) SS

CLERK'S CERTIFICATE
(RESOLUTION)

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

A RESOLUTION AUTHORIZING AND APPROVING A SERVICE AGREEMENT WITH ENGINEERING ENTERPRISES, INC. FOR THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS (LIFT STATION)

which Resolution was duly adopted and passed by the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law) at a meeting held on the ____ day of _____ 2023, and approved by the Village President on the ____ day of _____ 2023.

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

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of _____ 2023.

Karen Stuehler, Village Clerk
Village of Hampshire

(Seal)

**Prairie Ridge North Lift Station
Village of Hampshire
Professional Services Agreement – Design and Construction Engineering**

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

A. Services:

ENGINEER agrees to furnish to the Village the following services: The ENGINEER shall provide any and all necessary engineering services to the Village as indicated on the Scope of Services (Attachment B). Design and Construction Engineering will be provided for the addition of a new lift station with standby generator, and associated improvements at the designated property to serve the Prairie Ridge North subdivision. Engineering will be in accordance with all Village Standards, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design and Construction Engineering will be paid for as a Fixed Fee (FF) in the amount of \$218,453, of which direct expenses are estimated at \$45,760. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

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

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) Corporation Not for Profit Corporation
 Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any

manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of exhibits is as follows:

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

L. Notices:

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

For the Village:

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

For the ENGINEER:

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

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

Agreed to this _____ day of _____, 2023.

Village of Hampshire:

Engineering Enterprises, Inc.:

Jay Hedges
Village Manager

Stephen Dennison, PE
Vice President

Karen Stuehler
Village Clerk

Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or

connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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

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

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

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

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include

conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

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

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

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

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

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

**ATTACHMENT B: SCOPE OF SERVICES
EXHIBIT 1**

SECTION A - PROFESSIONAL ENGINEERING SERVICES

For purposes of this Exhibit 1 and all attachments hereto, the term “contractor” shall not refer to Engineering Enterprises, Inc., but shall instead refer to individuals or companies contracted with, to construct or otherwise manage the project described herein. The ENGINEER shall furnish professional design and construction engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.
2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section C hereof.
3. The contract documents furnished by the ENGINEER under Section A-2 shall utilize IEPA endorsed construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates.
4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties,

but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section C hereof.
7. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Attachment D: Anticipated Project Schedule.
8. Upon award of the construction contract, the ENGINEER will furnish to the OWNER two sets of the drawings and specifications. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
9. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the specifications the action taken. Such action shall be taken with reasonable promptness.
10. The ENGINEER will interpret the intent of the specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance of any Contractor.

11. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
12. The ENGINEER will establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work as shown in the contract documents.
13. The ENGINEER will provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the contractor is conforming to the design concept.
 - (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).
 - (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
14. The ENGINEER will provide part-time resident construction observation. For this type of extended duration project, part-time refers to being on-site only during critical phases of the work when construction activities require it. Resident construction observation shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
15. The ENGINEER will cooperate and work closely with representatives of the OWNER.

16. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the contractor, the ENGINEER:
- (a) Shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).
 - (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of contractor(s)' work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.
17. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.
18. The ENGINEER will make a final review prior to the issuance of the statement of substantial

completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.

19. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings (including digital copy in PDF format), and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer, from the resident construction observer's construction data, and from the ENGINEER'S confirmatory As-Built Survey of critical elevations and structures.
20. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
21. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached Attachment E: Standard Schedule of Charges.
22. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
23. The ENGINEER will provide construction engineering services for the construction duration summarized in Attachment D: Anticipated Project Schedule. If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER. The contract shall be designated on-going consistent with the project schedule.

SECTION B – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for professional engineering services in the amount of Two Hundred Eighteen Thousand Four Hundred Fifty-Three Dollars – Fixed Fee (FF) (\$218,453.00 FF) as summarized on Attachment C: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services”.
 - (a) The compensation for the professional engineering services shall be payable as follows:
 - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section B-1 shall be paid in monthly increments for work actually completed and invoiced, for the preparation and submission to the OWNER of the construction drawings, specifications, cost estimates and contract documents, and for construction engineering services.
 - (2) A sum which, together with the compensation paid pursuant to Section B-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section B-1 above, shall be due after receipt of the invoice in accordance with the Illinois Prompt Payment Act.
2. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted in the attachments at the actual cost or hourly cost for the work completed.
 - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
3. The compensation for any additional engineering services authorized by the OWNER pursuant to Section C shall be payable as follows:
 - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

SECTION C – ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Site surveys outside of the project limits and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological soils hydraulic, or other studies recommended by the ENGINEER that are not already included in the scope.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for litigation, such as condemnation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental impact assessments or environmental impact statements.
8. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
9. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.
10. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.

11. Preparation of design documents for rebidding or for alternate bids where major changes require additional documents.
12. Preparation of detailed renderings, exhibits or scale models for the Project.
13. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis. Further information on the details of the operation and maintenance document will be provided in a separate Construction Engineering Agreement.
14. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, and/or (3) the contractor's default on the Construction Contract due to delinquency or insolvency.
16. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
17. Attachment B, Exhibit 2 includes further details of included and excluded work scope items.
18. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section D – SPECIAL PROVISIONS – Owner's Responsibilities.

Payment for the services specified in this Section D shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER in accordance with the Illinois Prompt Payment Act. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

SECTION D - SPECIAL PROVISIONS

1. OWNER'S RESPONSIBILITIES

- (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.
- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
- (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

- (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.

- 2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.

- 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

- 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.

- 5. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.

ATTACHMENT B: SCOPE OF SERVICES

EXHIBIT 2 – SUPPLEMENTAL DESCRIPTION OF SCOPE OF SERVICES FOR DESIGN AND CONSTRUCTION ENGINEERING

Crown Community Development intends to construct a new sanitary lift station in the Prairie Ridge North area. Per agreement between the Developer and the Village of Hampshire, this lift station must be designed and constructed per current Village standards and will be designed by the Village Engineer.

The scope will include design and construction engineering related to the new lift station. Scope includes updated design capacity calculations for sizing of the lift station. The lift station will include a wet well with submersible pumps, valve and meter vault(s), a pre-engineered electrical/control building, a diesel emergency standby generator, and related utilities and site work within the designated property.

An IEPA Construction Permit is anticipated for these improvements and the scope includes all necessary engineering and documents for obtaining the permit. A Project Manual with Contract Documents and Technical Specifications, as well as Drawings/Plans, and all necessary documentation for bidding the project will be included.

The work items to complete the stated scope objectives are as follows:

DESIGN ENGINEERING (PERMIT ISSUE AND FINAL)

- ✓ Project Management and Administration
 - Billing/Accounting/Budget-Tracking
 - Project Updates to Village
- ✓ Project Kickoff Meeting with Village Staff and Developer
 - Prepare Discussion Outline and Minutes
 - Attend Meeting at Village Hall or Virtual
 - Site Visit After Meeting
- ✓ Design Progress Meetings (2 Total) with Village Staff and Developer
 - Prepare Discussion Outlines and Minutes
 - Attend Meetings at Village Hall or Virtual
- ✓ Prepare and Coordinate Requests for Information (RFIs) with Village and Developer
- ✓ Review Existing Building Codes

- ✓ Prepare Calculations for Determining Design Flow Capacity of the Lift Station
- ✓ Prepare Hydraulic Calculations and Pump Sizing for New Lift Station Pumps Based Upon Elevations and Pipe Sizes Provided by Developer
- ✓ Design Wet Well, Valve/Meter Vault, Pumping Equipment, Piping, Valves, Meter, and Appurtenances in Accordance with Village Standards. Valve Vault to Include Bypass Pumping Connection. Assumes Connecting to Collection System Piping and Discharge Forcemain at the Lift Station Property Lines. Does Not Include Collection System or Discharge Forcemain Design Outside the Property Lines (Offsite). Due to Anticipated High Groundwater Table and Unknown Soil Conditions, Geotechnical and Structural Engineering Services Required for Wet Well Design (Including Anti-Flotation), Valve Vault Design, and Foundations for Electrical/Control Buildings and Generator Pad.
- ✓ Design Electrical/Control Building in Accordance with Village Standards. Includes Coordination with Electric Utility for Electrical Service to the Station. Assumes Adequate Electrical Service Available at the Property Line. Assumes Use of a Prefabricated/Pre-engineered Building with Standard Architectural Options from Building Suppliers – Village and Developer to Select from Standard Options. Custom Architecture for the Building is Not Included.
- ✓ Design Permanent Emergency Backup Generator (Diesel) and Automatic Transfer Switch in Accordance with Village Standards
- ✓ SCADA and Instrumentation Design and Coordination with Village's Systems Integrator (VAFCON). Assumes Radio Telemetry.
- ✓ Site Design in Accordance with Village Standards. Includes Fencing Around the Site, Manually Operated Vehicular Access Gate, and Asphalt Pavement Access to the Wet Well, Electrical/Control Building and Generator. Includes Grass Seeding for Groundcover and Natural Site Grading (Match Existing). Does Not Include Landscape Architecture Services, Including Trees or Shrubbery. Does Not Include Stormwater Detention Design. Stormwater Design Limited to One Inlet Structure Onsite and Connecting Pipe to Property Line to Connect to Existing Storm Sewer.
- ✓ Coordination with Subconsultants (Structural, Electrical/SCADA, Geotechnical)
- ✓ Identify and Begin Preparation of Required Plans and Technical Specifications
- ✓ Prepare Permit Issue Plans and Specification (~60%)
- ✓ Prepare Plans Necessary to Obtain the IEPA Construction Permit
- ✓ Prepare Project Manual, including technical specifications for the project, necessary to obtain the IEPA Construction Permit

- ✓ Prepare Final Plans Necessary to Bid the Project
- ✓ Prepare Final Project Manual, including technical specifications for the project, as necessary to bid the project; Assumes use of EEI's Standard Contract Documents
- ✓ Prepare 60% and 100% Engineer's Opinion of Probable Construction Cost

PERMITTING

- ✓ IEPA Construction Permit Coordination
 - Complete All Necessary Permit Application Forms and Schedules
 - Coordinate Signatures with Village and Submittal of Application Packages to IEPA
- ✓ Stormwater Pollution Prevention Plan (SWPPP)
- ✓ Village Building Permit Facilitation

BIDDING AND CONTRACTING SERVICES

- ✓ Assumes Developer Responsible for Advertisement for Bids, Bid Opening, Bidding Coordination with Contractors, Bid Tabulation, Recommendation of Award, and Execution of Contract Documents
- ✓ Respond to Bidding Inquiries
- ✓ Prepare Addenda
- ✓ Assist with Pre-Bid Meeting (Lead by Developer)
- ✓ Review Bids and Developer's Recommendation of Award

CONSTRUCTION ENGINEERING

- ✓ Project Administration
- ✓ Pre-Con Meeting and Construction Progress Meetings (6 Total Meetings Max.)
- ✓ Review Pay Applications (9 Max.)
- ✓ Review Contractor's Detailed Invoice and Prepare Cover Letter
- ✓ Review and Track Contractor's Waivers of Lien
- ✓ Provide General Tracking of Certified Payroll (No Detailed Review in Scope)
- ✓ Review Shop Drawings, O&M Manuals, and Warranty Info
- ✓ Review RFI's and PCO's
- ✓ Construction Staking – New Structures and Critical Elevations Only (Maximum 9 Hours of Onsite Staking)
- ✓ Coordination with the Village and Contractor

- ✓ Construction Observation & Field Reports (Estimating Approximately 9 Hours Per Week for 9 Months for Construction Observation (Resident Engineer); Onsite Construction Activity Expected to be Limited to 9 Months)
- ✓ Punchwalks and Punchlists
- ✓ Prepare and Issue As-Built Drawings (Includes Digital Version (pdf) and up to 4 Hard Copies – Total Full Size and/or Half Size)

Structural Engineering, Electrical/SCADA Engineering, and Geotechnical Engineering (including CCDD) services for design and bidding will be performed by subconsultants. Structural Engineering and Electrical/SCADA Engineering services for construction will be performed by subconsultants.

The stated scope of services herein includes the following additional assumptions and exclusions:

- Assumes No Modifications to Existing Sanitary Sewer and Storm Sewer Underground Utilities with the Exception of Connections at the Property Line; Assumes No Connections to Water Main (No Water Service to the Site); Assumes No Natural Gas Service Connection
- Topographic Surveying Not Included – Assumes Use of Developer’s Topographic Survey, Including CAD Files
- No Property Acquisition/ROW/Easement Coordination
- No Landscape Architecture – Will Integrate Developer’s Landscape Architecture into Plans and Specifications After Approval by Village
- Does Not Include ComEd/Utility Costs or New Transformers
- No Ecological Studies/Permitting or Floodplain Permitting Required; Stormwater Best Management Practices During Construction Will Be Utilized in Accordance with County Requirements
- Assumes Local Funding will be Used for the Improvements
- Excludes Advertisement for Bids Publishing Costs and Facilitation with Local Paper of Record
- Excludes Advertisement for Bids, Leading Pre-Bid Meeting, Coordination with Planholders, Bid Opening, Bid Tabulation, Preparing Award Recommendation, and Contracting
- Excludes Construction Phase Geotechnical Engineering and Materials Testing (by Contractor)
- Excludes Shop Drawing Reviews Beyond One Resubmittal for Each Shop Drawing – There Are Provisions in the Project Manual for the Contractor to Reimburse the Engineer for Expenses Related to Each Additional Resubmittal
- Excludes Detailed Review of Contractor’s Certified Payroll

The above scope summarizes the work items that will be completed for this contract. Additional work items shall be considered outside the scope of the base contract and will be billed in accordance with the current Standard Schedule of Charges at the time the work occurs.

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

CLIENT	
Village of Hampshire	
PROJECT TITLE	PREPARED BY
Prairie Ridge North Lift Station	STD

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 2	PE	SPM	SPT 2	PT	SPT 2	SPT 1	ADMIN	HOURS	COST
		RATE	\$239	\$208	\$196	\$165	\$231	\$170	\$149	\$170	\$159	\$70		
DESIGN ENGINEERING														
1.1	Project Management and Administration		2	6									8	\$ 1,726
1.2	Project Kickoff and Progress Review Meetings (3 Total)		6	9		12							27	\$ 5,286
1.3	Design and Project Manual Preparation for Permit Issue		4	40		80					56		180	\$ 31,380
1.4	Design and Project Manual Preparation for Bid Issue		2	32		56					40		130	\$ 22,734
1.5	Permitting Coordination		1	8		8							17	\$ 3,223
1.6	Bidding and Contracting		1	8		12					4		25	\$ 4,519
Design Engineering Subtotal:			16	103	-	168	-	-	-	-	100	-	387	\$ 68,868
CONSTRUCTION ENGINEERING														
2.1	Project Management and Administration		4	12									16	\$ 3,452
2.2	Coordination with Village and Contractor		4	16		24							44	\$ 8,244
2.3	Review Shop Drawings, RFI's, O&M Manuals			12		24							36	\$ 6,456
2.4	Pre-Construction and Progress Meetings (Total of 6)		4	18		24							46	\$ 8,660
2.5	Review Pay Applications, PCO's, and Change Orders			16		24					4		44	\$ 7,568
2.6	Site Observation, Field Reports, and Staking			16		351	4	9					380	\$ 63,697
2.7	Construction Closeout - Punch Lists, Warranties			8		8							16	\$ 2,984
2.8	As-Built Drawings			4		4					8		16	\$ 2,764
Construction Engineering Subtotal:			12	102	-	459	4	9	-	-	8	4	598	\$ 103,825
PROJECT TOTAL:			28	205	-	627	4	9	-	-	108	4	985	172,693

DIRECT EXPENSES	
Mileage (88 Visits @ \$40/Day) =	\$ 3,510
Printing =	\$ 250
Electrical/SCADA Engineering =	\$ 23,500
Geotechnical Engineering =	\$ 8,500
Structural Engineering =	\$ 10,000
DIRECT EXPENSES =	\$ 45,760

LABOR SUMMARY	
EEL Labor Expenses =	\$ 172,693
TOTAL LABOR EXPENSES	\$ 172,693

TOTAL COSTS	\$ 218,453
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Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

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

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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

Hampshire

**CERTIFICATE FOR ACCEPTANCE
OF PUBLIC IMPROVEMENTS**

Subdivision: Metrix Industrial Park


Improvements:	<input checked="" type="checkbox"/> Streets
<input type="checkbox"/> Sidewalks	<input checked="" type="checkbox"/> Storm Sewer System
<input checked="" type="checkbox"/> Water Main	<input type="checkbox"/> Retention/Detention Basin
<input checked="" type="checkbox"/> Sanitary Sewer Main	<input type="checkbox"/> Other Drainage Facilities
<input checked="" type="checkbox"/> Street Lights	<input type="checkbox"/> Parkway Trees
<input type="checkbox"/> Other Improvements: _____	

1. The above-described improvements constitute public improvements constructed or installed in or upon the streets or thoroughfares or otherwise in said subdivision, as described on the Final Plat of Subdivision, recorded as Doc. No. 2018K039163.

2. All of said improvements have been inspected by Engineering Enterprises, Inc. and continue to meet the standards set forth in the Village of Hampshire Subdivision Code and/or any applicable annexation agreement for the development, and may be accepted by the Corporate Authorities at this time.

May 27, 2022
DATE

ENGINEERING ENTERPRISES, INC.
Village Engineer

By: 

Note: Upon completion of all required improvements and acceptance thereof by the Village, any cash or letter of credit shall be reduced to an amount equal to ten (10%) percent of the estimated construction costs, which sum shall be retained for a period of one year following acceptance and may be used by the Village to make any necessary repairs arising out of the defects in work or materials. 7-2-4(D)(3).

BILL OF SALE

RMC HOLDINGS HAMPSHIRE LLC (“the Owner”), in consideration of One Dollar and other good and valuable consideration, does hereby grant, sell, transfer, and deliver unto the VILLAGE OF HAMPSHIRE, a Municipal Corporation in Kane County, Illinois (the “Village”), the following goods, chattels, and other items of personal property, constructed or installed in relation to the Metrix Industrial Park Subdivision project in the Village:

Water Mains; Sanitary Sewer Mains; Lift Station; Streets (including paving, curb/gutter and traffic control signage); Street Lights; and Storm Sewer System (including regional stormwater management facilities/detention basins).

The object of this Bill of Sale is to grant, sell, transfer, and deliver to the Village, with any exceptions noted herein, ownership in all the above-described goods, chattels, and items of personalty otherwise comprising the public improvements constructed or installed in relation to said project in the Village.

The Owner hereby covenants that it is the lawful owner of the goods, chattels, and personalty described above; that such items are free from all encumbrances; that the Owner has the right to sell and convey the same as aforesaid; that the Owner warrants and will defend the same against the lawful claims and demands of all persons; and that the person executing this Bill of Sale has been duly authorized by Owner to do so on its behalf.

Dated at Hampshire, Illinois, this 5th day of October, 2023.

RMC HOLDINGS HAMPSHIRE, LLC _____
Owner,

By: Linda Kest Bremseth

Its Authorized Member

Subscribed and sworn to before me this
5 day of October, 2023.

[Signature]
Notary Public



RESOLUTION NO. 23 - _____

A RESOLUTION ACCEPTING THE AS-CONSTRUCTED PUBLIC IMPROVEMENTS FOR METRIX IN HAMPSHIRE ILLINOIS AND THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS

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

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

WHEREAS, the developer of Metrix in Hampshire has requested formal Village acceptance of the as-constructed public improvements for the development; and

WHEREAS, an agent of the Village has filed a document certifying that the as-constructed public improvements meet with the plans and specifications of Metrix as approved by the Village.

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 hereinbefore stated as contained in the preambles to this Resolution are full, true and correct and hereby incorporate and make them part of this Resolution.

SECTION 2. That the officers, employees, and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to, and consummate the amendments contemplated by this Resolution and shall take all action necessary in conformity therewith.

SECTION 3. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed. The improvements shall be deemed hereby accepted.

SECTION 4. 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, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

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

SECTION 6. 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 7. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

ADOPTED THIS __ DAY OF _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS __ DAY OF _____, 2023.

Michael J. Reid, Jr., Village President

ATTEST:

Karen Stuehler, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE
(RESOLUTION)

I, Karen 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 ACCEPTING THE AS-CONSTRUCTED PUBLIC IMPROVEMENTS
FOR METRIX IN HAMPSHIRE ILLINOIS AND THE VILLAGE OF HAMPSHIRE,
KANE AND MCHENRY COUNTIES, ILLINOIS**

I certify that on _____, 2023, 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 _____, 2023.

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

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

DATED at Hampshire, Illinois, this _____ day of _____, 2023.

Karen Stuehler, Village Clerk
Village of Hampshire

(Seal)

Hampshire

CERTIFICATE FOR ACCEPTANCE OF PUBLIC IMPROVEMENTS

Subdivision: Love's Travel Stop

Improvements: [X] Streets, [X] Sidewalks, [X] Storm Sewer System, [X] Water Main, [X] Retention/Detention Basin, [X] Sanitary Sewer Main, [X] Other Drainage Facilities, [X] Street Lights, [X] Parkway Trees, [] Other Improvements:

1. The above-described improvements constitute public improvements constructed or installed in or upon the streets or thoroughfares or otherwise in said subdivision, as described on the Final Plat of Subdivision, recorded as Doc. No. 2018K039163.

2. All of said improvements have been inspected by Engineering Enterprises, Inc. and continue to meet the standards set forth in the Village of Hampshire Subdivision Code and/or any applicable annexation agreement for the development, and may be accepted by the Corporate Authorities at this time.

May 27, 2022 DATE

ENGINEERING ENTERPRISES, INC. Village Engineer

By: [Signature]

Note: Upon completion of all required improvements and acceptance thereof by the Village, any cash or letter of credit shall be reduced to an amount equal to ten (10%) percent of the estimated construction costs, which sum shall be retained for a period of one year following acceptance and may be used by the Village to make any necessary repairs arising out of the defects in work or materials. 7-2-4(D)(3).

BILL OF SALE

Love’s Travel Stops & Country Stores, Inc. (“the Owner”), in consideration of One Dollar and other good and valuable consideration, does hereby grant, sell, transfer, and deliver unto the VILLAGE OF HAMPSHIRE, a Municipal Corporation in Kane County, Illinois (the “Village”), the following goods, chattels, and other items of personal property, constructed or installed in relation to the Love’s Travel Stop Subdivision project in the Village, including the following:

Road Work (Tang Blvd. and other improvements), Water Main; Sanitary Sewer lines, Water lines, Storm Sewer and detention basins, and other improvements as described in the engineering plans prepared by CESO, dated June 29, 2018.

The object of this Bill of Sale is to grant, sell, transfer, and deliver to the Village, with any exceptions noted herein, ownership in all the above-described goods, chattels, and items of personalty otherwise comprising the public improvements constructed or installed in relation to said project in the Village.

The Owner hereby covenants that it is the lawful owner of the goods, chattels, and personalty described above; that such items are free from all encumbrances; that the Owner has the right to sell and convey the same as aforesaid; that the Owner warrants and will defend the same against the lawful claims and demands of all persons; and that the person executing this Bill of Sale has been duly authorized by Owner to do so on its behalf.

Dated this 19 day of September, 2023.

Love’s Travel Stops & Country Stores, Inc.
Owner

By: [Signature]
Its: Executive Vice President and CFO



Subscribed and sworn to before me this 19 day of September, 2023.

[Signature]
Notary Public

RESOLUTION NO. 23 - _____

A RESOLUTION ACCEPTING THE AS-CONSTRUCTED PUBLIC IMPROVEMENTS FOR LOVE’S TRAVEL STOPS & COUNTRY STORES, INC. IN HAMPSHIRE ILLINOIS AND THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS

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

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

WHEREAS, the developer of Love’s Travel Stops & Country Stores, Inc. in Hampshire (“Love’s”) has requested formal Village acceptance of the as-constructed public improvements for the development; and

WHEREAS, an agent of the Village has filed a document certifying that the as-constructed public improvements meet with the plans and specifications of Love’s as approved by the Village.

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 hereinbefore stated as contained in the preambles to this Resolution are full, true and correct and hereby incorporate and make them part of this Resolution.

SECTION 2. That the officers, employees, and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to, and consummate the amendments contemplated by this Resolution and shall take all action necessary in conformity therewith.

SECTION 3. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed. The improvements shall be deemed hereby accepted.

SECTION 4. 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, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

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

SECTION 6. 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 7. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

ADOPTED THIS __ DAY OF _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS __ DAY OF _____, 2023.

Michael J. Reid, Jr., Village President

ATTEST:

Karen Stuehler, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE
(RESOLUTION)

I, Karen 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 ACCEPTING THE AS-CONSTRUCTED PUBLIC IMPROVEMENTS FOR LOVE’S TRAVEL STOPS & COUNTRY STORES, INC. IN HAMPSHIRE ILLINOIS AND THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS

I certify that on _____, 2023, 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 _____, 2023.

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

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

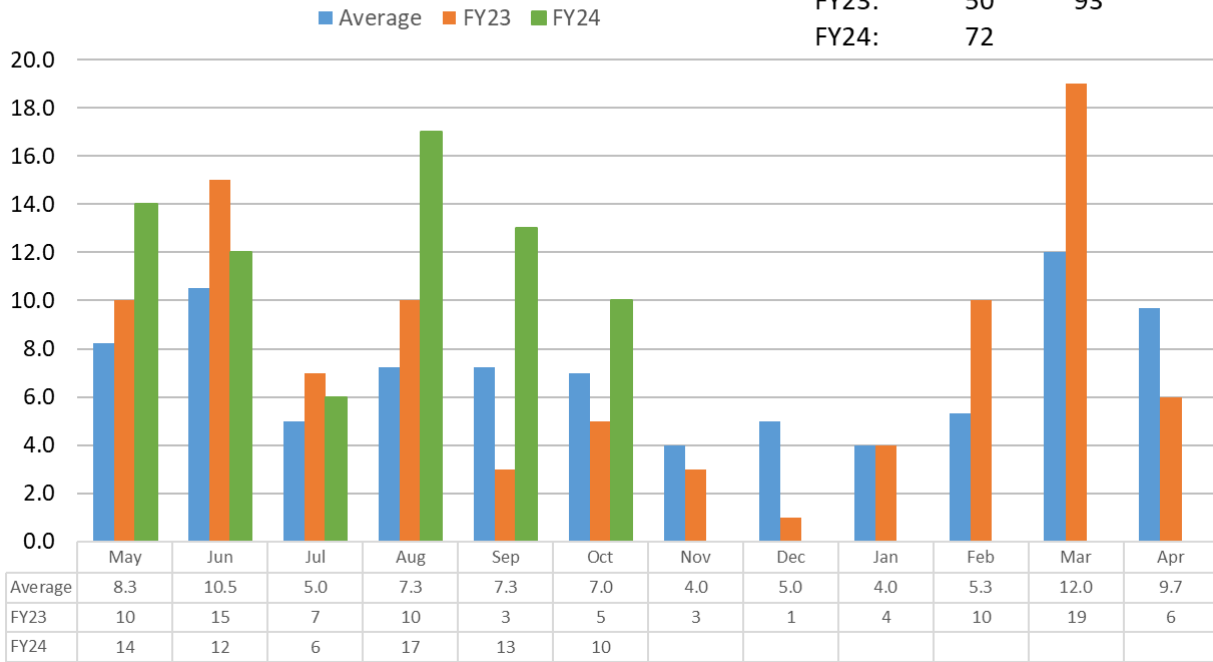
DATED at Hampshire, Illinois, this _____ day of _____, 2023.

Karen Stuehler, Village Clerk
Village of Hampshire

(Seal)

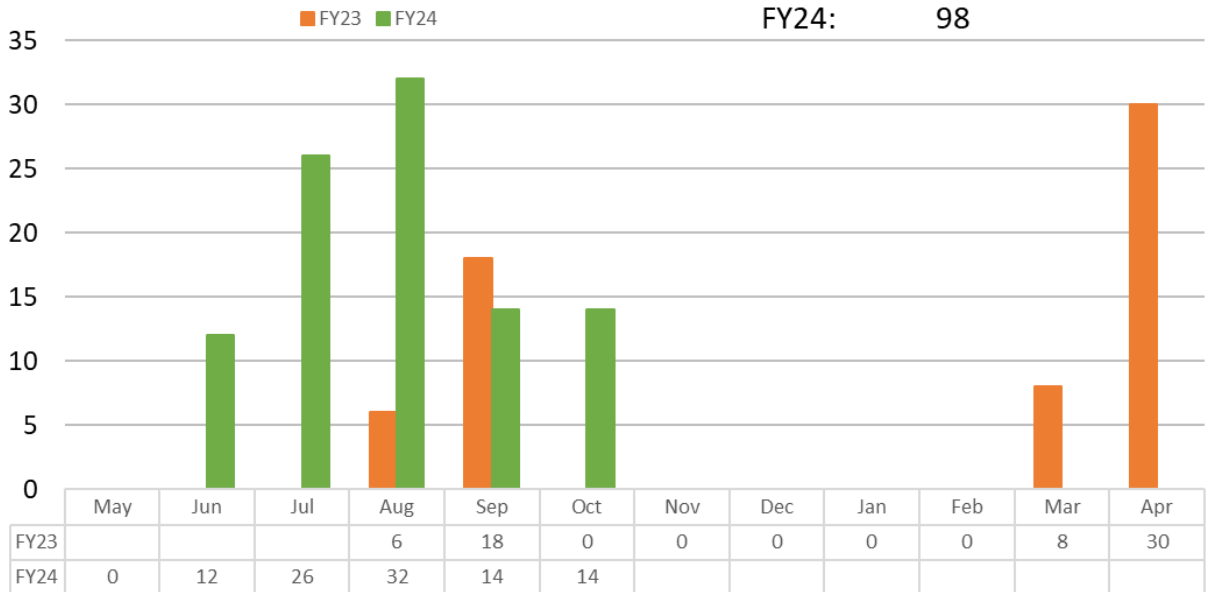
New Single-Family Detached Home Permits Issued

Average: 45 TTD FY Total
 FY23: 50 85
 FY24: 72 93



New Duplex/Townhome Units Permits Issued

FY23: 24 TTD FY Total
 FY24: 98 62



Village of Hampshire Street Department

Monthly Report: October 2023

Street sign repair and replacement

Street Light Repair - 5 Locations

Haul away clean asphalt to plant

Large Group Gatherings

Trunk-or-Treat - Road closures and Trucks

Outdoor Market - Road closures and Truck Barricade

Sweeper

Swept the Village twice

SSA and Street department mowing

Mow R.O.W. once

Mowed SSA's on a continued basis

Mowed ponds and flood plain at Town Place rd

Storm Drain Repairs

Rowell rd

Terwilliger ave by creek

Utility Locates

229 Normal

7 Emergency

Asphalt Usage

49.29 tons for miscellaneous patches

Tree Trimming

Miscellaneous Parkway and SSA

Work Performed

Vehicle and Equipment Maintenance

Pothole Patching

Other Miscellaneous Projects