



Village of Hampshire
Village Board Meeting
Thursday, January 16, 2025 - 7:00 PM
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comments
5. A Motion to Approve the Meeting Minutes from December 19, 2024
6. Swearing-in of Police Officer Jacob Peters
7. Village Manager's Report
 - a. Ordinance Approving a License Agreement with the Hampshire Historical Society for the property at 234 S. State Street
 - b. Resolution Awarding Bid for Well #12 Equipment Removal & Inspection to Layne Christensen Co. in the Amount to Not Exceed \$89,489
 - c. Resolution Approving a Letter Credit of Reduction from \$1,115,202.24 to \$634,824.24 for Hampshire 90 Logistics Park
 - d. Ordinance Authorizing the Sale or Disposal of Surplus Property Owned by the Village of Hampshire
8. Staff Reports
 - a. Building Report
 - b. Police Report
9. Accounts Payable
 - a. A Motion to Approve the January 16, 2025, Accounts Payable to Personnel
 - b. A Motion to Approve the January 16, 2025, Regular Accounts Payable
10. Village Board Committee Reports
 - a. Business Development Commission
11. New Business
 - a. Discussion regarding Rutland East & West Solar Farm Zoning Application (NO ACTION REQUESTED)
12. Announcements
13. Executive Session
 - a. Discussion of Personnel Matters
 - b. Discussion of Release of Executive Session Minutes

14. Action Items following Executive Session

15. Adjournment

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

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

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



Village of Hampshire
Village Board Meeting Minutes
Thursday, December 19, 2024 - 7:00 PM
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

1. Call to Order

Village President Michael J Reid Jr. called to order the Village Board Meeting at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, December 19, 2024.

2. Roll Call by Village Clerk, Karen Stuehler:

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

Absent: None

A Quorum was Established.

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

3. Pledge of Allegiance

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

4. Public Comments

Dr. David Scarpino, President of Hampshire School Board District 300 wanted to thank the Village Board, Police Department and Fire Department. He stated that Hampshire is the fastest growing Village within the D300 boundary and is grateful for the communication, safety, and relationships from all with D300.

As a resident Dr. David Scarpino also stated that he is not running for a four-year term in the upcoming School Board election but would like to continue his service for a 2-year term as a write in candidate.

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

Trustee Koth moved to approve the Meeting Minutes with corrections from December 5, 2024.

Seconded by: Trustee Robinson.

All Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

6. **Award Presentation**

Chief Pann presented the Officer of the 2024 Year Award to Officer Carly Mayer.

7. **Village Manager's Report**

a. **A Motion to Approve Ordinance 24-47** a Text Amendment to Sec.2-6-1 and Sec. 2-7-1 of the Hampshire Municipal Code regarding Inclement Weather Parking Rules.

Trustee Robinson moved to Approve Ordinance 24-47 a Text Amendment to Sec. 2-6-1 and Sec. 2-7-1 of the Hampshire Municipal Code regarding Inclement Weather Parking Rules with approved changes.

Seconded by: Trustee Koth.

Roll Call Vote:

Ayes: Fodor, Koth, Mott, Pollastrini, Robinson

Nayes: Kelly, Pollastrini

Absent: None.

Abstain: None.

Motion Approved.

b. **A Motion to Approve Ordinance 24-48 Approving a** Text Amendment to Sec. 2-3-12 of the Hampshire Municipal code regarding Fighting Rules.

Trustee Koth moved to Approve Ordinance 24-48 Approving a Text Amendment to Sec. 2-3-12 of the Hampshire Municipal code regarding Fighting Rules.

Seconded by: Trustee Mott.

Roll Call Vote:

Ayes: Kelly, Koth, Mott, Robinson.

Nayes: Fodor, Pollastrini.

Absent: None.

Abstain: None.

Motion Approved.

- c. **A Motion to Approve Resolution 24-50 Approving a Release of Performance Guarantee Bond for Midwest Companies at 370 Brier Hill Road.**

Trustee Pollastrini moved to approve Resolution 24-50 Approving a Release of Performance Guarantee Bond for Midwest Companies at 370 Brier Hill Road.

Seconded by: Trustee Kelly.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- d. **A Motion to Authorize staff to bond coverage for Workers Compensation and Business Package insurance.**

Trustee Mott moved to Authorize staff to bond coverage for Workers Compensation and Business Package insurance.

Seconded by: Trustee Koth

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- e. **A Motion to Approve Resolution 24-51 Approving the 2024 Administrative Report for SSA #13 including the Amended Special Tax Roll for Calendar Year 2024.**

Trustee Robinson moved Approve Resolution 24-51 Approving the 2024 Administrative Report for SSA #13 including the Amended Special Tax Roll for Calendar Year 2024.

Seconded by: Trustee Koth.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

f. **A Motion to Approve Resolution 24-52 Approving the 2024 Administrative Report for SSA #14 including the Amended Special Tax Roll for Calendar Year 2024.**

Trustee Mott moved to Approve Resolution 24-52 Approving the 2024 Administrative Report for SSA #14 including the Amended Special Tax Roll for Calendar Year 2024.

Seconded by: Trustee Kelly.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

g. **A Motion to Approve Ordinance 24-49 Abating Special Taxes Levied for the 2024 Tax Year (Collectable in 2025) to Pay Debt Service on the SSA Bonds Issued for SSA #13**

Trustee Pollastrini moved to Approve Ordinance 24-49 Abating Special Taxes Levied for the 2024 Tax Year (Collectable in 2025) to Pay Debt Service on the SSA Bonds Issued for SSA #13.

Seconded by: Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

h. **A Motion to Approve Ordinance 24-50 Abating Special Taxes Levied for the 2024 Tax Year (Collectable in 2025) to Pay Deb Service on the SSA**

Bonds Issued for SSA #14.

Trustee Robinson moved to Approve Ordinance 24-50 Abating Special Taxes Levied for the 2024 Tax Year (Collectable in 2025) to Pay Debt Service on the SSA Bonds Issued for SSA #14.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- i. **A Motion to Approve Ordinance 24-51 Abating the Taxes levied for the 2024 Tax Year (Collectable in 2025) to Pay Debt Service on the \$1,175,000 General Obligation Refunding Bonds (Alternate Revenue Source) Series 2016 (Previously Designated as "Series 2015")**

Trustee Pollastrini moved to Approve Ordinance 24-51 Abating the Taxes levied for the 2024 Tax Year (Collectable in 2025) to Pay Debt Service on the \$1,175,000 General Obligation Refunding Bonds (Alternate Revenue Source) Series 2016 (Previously Designated as "Series 2015")

Seconded by: Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

8. Corporate Tax Levy

- a. A Motion was made to Open a Public Hearing for Annual Corporate Tax Levy for Tax Year 2024.

Trustee Fodor moved to Approve to Open a Public Hearing for Annual Corporate Tax levy for Tax year 2024.

Seconded by: Trustee Mott.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- b. A Motion to Approve Ordinance 24-52 Approving the Annual corporate Tax Levy for Tax year 2024 in the amount of \$1,605,600.

Trustee Fodor moved to Approve Ordinance 24-52 Approving the Annual corporate Tax Levy for Tax year 2024 in the amount of \$1,605,600.

Seconded by: Trustee Robinson.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- c. A Motion to Approve to Close the Public Hearing for Annual Corporate Tax levy for Tax year 2024.

Trustee Kelly moved to Approve to Close the Public Hearing for Annual Corporate Tax levy for Tax year 2024.

Seconded by: Trustee Robinson.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

9. **Special Service Area Tax Levies**

- a. A Presentation was given by financial Director Lori Lyons for all SSA Tax Levies for Tax Year 2024.
- b. A Motion to Open a public Hearing for SSA #7 Levy for the Tax Year 2024, Proposed for an Increase in Amount Over 5% Compared to the Prior Year.

Trustee Robinson moved to Approve to Open a public Hearing for SSA #7 Levy for the Tax Year 2024, Proposed for an Increase in Amount Over 5% Compared to the Prior Year.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- c. A Motion to close Public Hearing for SSA #7 Levy for the Tax Year 2024, Proposed for an Increase in Amount Over 5% Compared to the Prior Year.

Trustee Kelly moved to close Public Hearing for SSA #7 Levy for the Tax Year 2024, Proposed for an Increase in Amount Over 5% Compared to the Prior Year.

Seconded by: Trustee Robinson.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- d. A Motion to Open Public Hearing for SSA #10 Levy for the Tax Year 2024, Proposed for an Increase in Amount Over 5% Compared to the Prior Year.

Trustee Fodor moved to Open Public Hearing for SSA #10 Levy for the Tax Year 2024, Proposed for an Increase in Amount Over 5% Compared to the Prior Year.

Seconded by: Trustee Mott.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- e. A Motion to Close Public Hearing for SSA #10 Levy for the Tax Year 2024, Proposed for an Increase in Amount Over 5% Compared to the Prior Year.

Trustee Robinson moved to Close Public Hearing for SSA #10 Levy for the Tax Year 2024, Proposed for an Increase in Amount Over 5% Compared to the Prior Year.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- f. A Motion to Approve Ordinance 24-53 for Levy and Assessment for Special Service Area No. 2.

Trustee Robinson moved to Approve Ordinance 24-53 for Levy and Assessment for Special Service Area No. 2.

Roll Call Vote:

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

Nayes: Kelly.

Absent: None.

Abstain: None.

Motion Approved.

- g. A Motion to Approve Ordinance 24-54 for Levy and Assessment for Special Service Area No. 3

Trustee Robinson moved to Approve Ordinance 24-54 for Levy and Assessment for Special Service Area No. 3.

Seconded by: Trustee Mott.

Roll Call Vote:

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

Nayes: Kelly.

Absent: None.

Abstain: None.

Motion Approved.

- h. A Motion to Approve Ordinance 24-55 for Levy and Assessment for Special Service Area No. 6.

Trustee Robinson moved to Approve Ordinance 24-55 for Levy and Assessment for Special Service Area No. 6.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: Kelly.

Absent: None.

Abstain: None.

Motion Approved.

- i. A Motion to Approve Ordinance 24-56 for Levy and Assessment for Special Service Area No. 7.

Trustee Robinson moved to Approve Ordinance 24-56 for Levy and Assessment for Special Service Area No. 7.

Seconded by: Trustee Mott.

Roll Call Vote:

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

Nayes: Kelly.

Absent: None.

Abstain: None.

Motion Approved.

- j. A Motion to Approve Ordinance 24-57 for Levy and Assessment for Special Service Area No. 8.

Trustee Robinson moved to Approve Ordinance 24-57 for Levy and Assessment for Special Service Area No. 8.

Seconded by: Trustee Mott

Roll Call Vote:

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

Nayes: Kelly.

Absent: None.

Abstain: None.

Motion Approved.

- k. A Motion to Approved Ordinance 24-58 for Levy and Assessment for Special Service Area No. 10.

Trustee Fodor Moved to Approve Ordinance 24-58 for Levy and Assessment for Special Service Area No. 10.

Seconded by: Trustee Robinson.

Roll Call Vote:

Ayes: Fodor, Mott, Pollastrini, Reid.

Nayes: Koth, Kelly, Robinson.

Absent: None.

Abstain: None.

Motion Approved.

- l. A Motion to Approve Ordinance 24-59 for Levy and Assessment for Special Service Area No. 11.

Trustee Koth Moved to Approve Ordinance 24-59 for Levy and Assessment for Special Service Area No. 11.

Seconded by: Trustee Robinson.

Roll Call Vote:

Ayes: Koth, Mott, Pollastrini, Robinson.

Nayes: Kelly.

Absent: None.

Abstain: Fodor.

Motion Approved.

- m. A Motion to Approve Ordinance 24-60 for Levy and Assessment for Special Service Area No. 12.

Trustee Robinson moved to Approve Ordinance 24-60 for Levy and Assessment for Special Service Area No. 12.

Seconded by: Trustee Mott.

Roll Call Vote:

Ayes: Fodor, Mott, Pollastrini.

Nayes: Koth, Robinson.

Absent: None.

Abstain: Kelly.

Motion Approved.

10. **Staff Reports**

a. Police Report:

Trustee Pollastrini questioned the increase in Domestic Violence was questioned. Chief Pann responded.

b. Streets Report:

No Discussion

11. **Accounts Payable**

- a. A Motion to Approve December 19, 2024, Account Payable to Personnel in the amount of \$448.19.

Trustee Pollastrini moved to Approve December 19, 2024, Account Payable to Personnel in the amount of \$448.19.

Seconded by: Trustee Kelly.

Roll Call Vote.

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- b. A Motion to Approve December 19, 2024, Regular Accounts Payable in the amount of \$692,365.02.

Trustee Mott moved to Approve December 19, 2024, Regular Accounts Payable in the amount of \$692,365.02.

Seconded by: Trustee Fodor.

Roll Call Vote.

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

Nayes: None.

Absent: None.

Motion Approved.

12. **Village Board Committee Reports**

a. Business Development Commission

Trustee Kelly reported that the committee did not meet.

13. **New Business**

No discussion.

14. **Announcements**

Trustee Koth shared that some residents were disappointed with the length of the Parade Route.

There were also some complaints with residents attending mass and the conflict with parking and the set-up of the parade.

Trustee Pollastrini thanked her fellow trustees for stepping up to help.

Trustee Fodor wished everyone Happy Holidays.

President Reid thanked everyone for all the accomplishments that were made this past year, making Hampshire a better place to live and felt this could only happen because everyone works together. All the hard work is appreciated.

A very special Happy Birthday wish to Mikey Reid on December 23.

15. **Executive Session**

No discussion.

16. **Adjournment**

Trustee Fodor moved to adjourn at 9:42 p.m.

Seconded by: Trustee Pollastrini.

All Call Vote.

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

Nayes: None.

Absent: None.

Motion Approved.



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

Agenda Supplement

TO: President Reid; Board of Trustees
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Village Board Meeting on January 16, 2025
RE: Ordinance Approving a License Agreement with the Hampshire Historical Society for the Property at 234 S. State St.

Background: The Hampshire Historical Society utilizes space on the second floor of Village Hall at 234 S. State St. Village staff believes it is in the best interest of both parties to have a license agreement to utilize the space.

Recommendation: For the Village Board to approve the Ordinance Approving a License Agreement with the Hampshire Historical Society for the Property at 234 S. State St.

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AND APPROVING THE USE OF PROPERTY AND
AN AGREEMENT BETWEEN THE HAMPSHIRE TOWNSHIP HISTORICAL
SOCIETY AND THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS**

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

THIS ___ DAY OF _____, 2025

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
_____ day of _____, 2025

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE AUTHORIZING AND APPROVING THE USE OF PROPERTY AND
AN AGREEMENT BETWEEN THE HAMPSHIRE TOWNSHIP HISTORICAL
SOCIETY AND THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS**

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

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

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

WHEREAS, the mission of the Hampshire Township Historical Society or a related entity (the “Society”) is to preserve historical materials and information, and to create interest in the past through community activities; and

WHEREAS, a portion of the second floor of Village Hall (the “Space”) is currently unused and vacant, and the Society desires to use this Space for Society activities in accordance with the terms of the temporary, revocable and non-exclusive agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have determined that the Space is no longer necessary solely for the Village and have found that it 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 Agreement;

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

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

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

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

SECTION 4. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed

inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

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

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

SECTION 7. This Ordinance shall be 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 _____, 2025.

AYES/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2025.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(AGREEMENT)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

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

AN ORDINANCE AUTHORIZING AND APPROVING THE USE OF PROPERTY AND AN AGREEMENT BETWEEN THE HAMPSHIRE TOWNSHIP HISTORICAL SOCIETY AND THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS

I certify that on _____, 2025, 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 _____, 2025.

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 _____, 2025 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 _____, 2025.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

TEMPORARY REVOCABLE AND NON-EXCLUSIVE AGREEMENT FOR THE HAMPSHIRE HISTORICAL CENTER

THIS TEMPORARY, REVOCABLE AND NON-EXCLUSIVE AGREEMENT FOR THE HAMPSHIRE HISTORICAL CENTER (this "Agreement") is made, entered into and effective as of _____ (the "Effective Date") by and between the Village of Hampshire, Kane and McHenry Counties, Illinois, an Illinois municipal corporation (the "Licensor" or "Village"), and the Hampshire Township Historical Society, an Illinois not for profit corporation (the "HHS" or "Licensee" and either, together with the Village, the "Parties").

RECITALS

A. Licensor, as the Village is the owner of the real property (the "Property") upon which sits Hampshire Village Hall ("Village Hall").

B. Village Hall is a two-floor structure with the first floor being used for Village operations and the second floor being divided into two sections: (1) one being used for record storage and retention and (2) one (the second) being currently able to be used for the intended use hereof as set forth below.

C. Licensee desires to use the space to serve as the home of the Hampshire Township Historical Society Location ("HHSL") through a grant of a temporary, revocable, and non-exclusive license (the "License") allowing Licensee and its officers, employees, contractors, and invitees (the "Invitees") access and observation time for the Licensee's exhibits.

D. The Parties intend to commence the License on the Effective Date and, subject to the terms set forth below, will continue to and expire on August 30, 2025 (the "License Period"). The License Period may be extended by mutual agreement of the parties or contracted if the Property is no longer used as the Village Hall or otherwise as set forth below.

E. Licensee: (1) intends to and shall operate the HHS in good faith; (2) intends to and shall fully comply with all applicable laws, including the parking regulations set forth in the Municipal Code of Hampshire of 1985 (the "Village Code"); and (3) agrees to keep and protect the Licensor free from all risks and losses based on its and the Invitees' use of the Property.

F. Licensee acknowledges that its use of the Property is subordinate to all documents recorded against the title of the Property.

G. The Parties desire to enter into this Agreement to memorialize the License contemplated herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby made a part of this Agreement as if fully set forth herein and the mutual agreements, conditions, and undertakings herein and other valuable consideration, including the exchange of Ten and No/ 100 U.S. dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. License.

(A) Licensor hereby grants to Licensee the License for the License Period. Licensee shall occupy and use the Property in a lien-free manner and will not permit or suffer any mechanic's or materialmen's liens to attach to the Property.

(B) Licensee acknowledges and agrees that it has inspected and is familiar with the Property. Licensee accepts the Property in an "as-is" condition. Licensor is not required to perform any work or furnish any materials or otherwise prepare or improve the Property for Licensee's use of the Property. If Licensee is unable to use the Property due to an event of Force Majeure (as defined below), Licensor will not be deemed to be in breach or in default of this Agreement.

(C) If any portion of the Property is damaged by the negligent act or omission of Licensee or one of the Invitees, Licensee shall notify Licensor as soon as practicable and shall reasonably cooperate with Licensor so that Licensee, Licensor (if Licensor elects) or the applicable insurance company may repair and restore the Property.

2. License Period.

(A) This Agreement shall commence and continue through the License Period or until either party provides written notice of its intent to terminate it as set forth in Section 2(B) below.

(B) Either party may terminate this Agreement upon not less than thirty (30) calendar days' prior written notice to the other party, which notice may be given at any time. Licensee shall have thirty (30) calendar days after the delivery date of such notice to vacate the Property. Notwithstanding and superseding any conflicting term of this Agreement, Licensor shall have the right to immediately terminate this Agreement for cause in the event of a breach of the terms of this Agreement by Licensee by providing Licensee written notice of its intent to terminate this Agreement for cause. Licensee shall be required to vacate the Property as soon as practical in the event Licensor terminates the Agreement for cause. The provisions of Sections 5 and 7 of this Agreement shall survive its termination.

3. License Fee. The Parties expressly acknowledge and agree that Licensee's consideration for Licensor entering into this Agreement hereto shall be an annual payment of Ten and No/ 100 U.S. dollars (\$10.00). The payment shall be payable to Licensor annually, without offset, proration or deduction. The first payment shall be made no later than five (5) calendar days after the Effective Date. All subsequent payments shall be made on the first business day of that calendar year.

4. Damage and Destruction. Licensor shall have no responsibility to Licensee in the event of any damage to, loss of, or theft of any personal property of Licensee or the Invitees during the License Period, and Licensee and the Invitees shall look exclusively to their own insurance coverage, if any, for recovery in the event of any such damage, loss, or theft, except to the extent such damage or loss was caused by the willful misconduct of Licensor.

5. Insurance/Indemnity.

(A) Upon the request of the Village, the Licensee shall procure and thereafter maintain such policies of insurance in such amounts and to such standards as directed by the Village in writing. The Village may also request a certificate of insurance on any such policy evidencing the Village as an additional named insured. Within five (5) calendar days of a request, Licensee shall provide Licensor with a certificate of insurance and endorsement, evidencing the required coverages. The insurance policies issued hereunder shall be issued by insurance companies licensed to do business in Illinois, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most

current Best's Insurance Reports available on the Effective Date; unless otherwise approved by Licensor in writing. Specifically, the certificate of insurance (the "COI") will show the following:

- i. Commercial General Liability Insurance (Primary). Commercial General Liability covering Licensee against any claims arising out of liability for bodily injury, death, personal injury, advertising injury, and property damage occurring in and about the Property and otherwise resulting from any acts and operations of Licensee and the Invitees, with combined single limit of One Million and No/ 100 U.S. dollars (\$1,000,000.00) per occurrence and Two Million and No/ 100 U.S. dollars (\$2,000,000.00) annual general aggregate. Coverage shall include premises/operations liability, products/completed operation liability, cross liabilities/separation of insureds fire legal liability, host liquor liability, and contractual liability including coverage for insured contracts. Licensee shall consider its own insurance primary and shall not seek contribution from similar insurance being maintained by Licensor, except for Licensor's willful misconduct.
- ii. Property Insurance. Property coverage provided under a Special Form or "All Risks" policy that shall include coverage for flood and earthquake unless otherwise approved in writing by Licensor. The limit shall be in an amount of the full replacement cost value of Licensee's property (which shall include alterations, fixtures, personal property, machinery, equipment and vehicles owned/leased or used by Licensee) and include an agreed amount endorsement waiver and coinsurance limitation.
- iii. Other Coverage: Terms. Such other policy or policies as are deemed reasonably necessary by Licensor and directed by Licensor to Licensee to be included on the COI. The COI will also evidence that Licensor shall be notified thirty (30) calendar days in advance of any cancellation of any policy listed thereon. The COI shall name the Village as an additional insured. The COI shall be attached hereto as Exhibit C.

(B) Licensee shall indemnify, defend, and hold harmless Licensor and its elected and appointed officials, officers, attorneys, agents and employees (individually the "Licensor Indemnitee" or collectively the "Licensor Indemnites") from and against any and all claims, demands, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection made or judicial or administrative actions filed that allege that a Licensor Indemnitee is liable to the claimant (other than to the extent caused by or arising from a Licensor Indemnitee's adjudicated recklessness or willful misconduct) by reason of: (i) any injury to or death of any person, or damage to or loss of property, or any other thing occurring on or about the Property or in any manner growing out of, resulting from or connected in any way with the use, condition, or occupancy of the Property that is attributable to Licensee, the Invitees or other Persons (defined herein) for whose conduct Licensee is legally responsible for; or (ii) Licensee's use and occupancy of the Property, except to such extent that any such claim is caused by or arises from the recklessness or willful misconduct of any Licensor Indemnitee; or (iii) any breach by Licensee under this Agreement. Except for Licensor or Licensor Indemnites adjudicated recklessness and willful misconduct, Licensee waives any and all claims against Licensor Indemnites and the Parties agree that it is the express intent of the Parties to shift all risk of loss or damage of the Property to Licensee. The scope of Licensee's indemnity obligation to Licensor shall include reimbursement for Licensor's reasonable attorneys' fees and costs incurred in connection with any indemnified claim.

6. Assignment; Sublicensing. The License granted hereby is personal to Licensee and shall not be assigned nor shall Licensee sublicense or otherwise permit or suffer the occupancy of any part of the Property by any third party without first obtaining the prior written consent of Licensor, which consent may be withheld by Licensor for any or for no reason.

7. Alterations; Restoration. No alterations may be made by Licensee to the Property without first obtaining the prior written consent of Licensor. Licensee shall bear all costs and expenses associated with performing any such alterations, including, without limitation, costs of construction and any increased operating costs resulting from such alterations. Any alterations shall become the property of Licensor upon the termination or expiration of this Agreement.

8. Additional License Issues To Be Resolved in Good Faith, Acknowledgments. The Parties acknowledge and agree that the Property is of such configuration and size, and that the License Period is for such a duration, that in the opinion of the Parties, it is not practical to enter a lease governing the relationship of the Parties relative to the Property. Rather, the Parties have entered into this Agreement and hereby grant the License as contemplated herein. As and when matters arise during the License Period that are not definitively addressed by the provisions of this Agreement, the Parties shall act reasonably and shall endeavor in good faith to adjust and resolve such matters. Licensee acknowledges that overnight parking is prohibited on State Street and in all Village owned or operated parking lots.

9. Miscellaneous.

(A) Counterparts & Signatures. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement. The Parties hereto agree that the use of facsimile or electronically transmitted signatures for the negotiation and execution of this Agreement shall be legal and binding and shall have the same full force and effect as if originally signed.

(B) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any cause of action under this Agreement shall be in Kane County, Illinois.

(C) Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When a reference is made in this Agreement to an Article or a Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated.

(D) Entire Agreement. This Agreement and the exhibits referenced or attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings, and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer on any party or Person, other than the Parties hereto, any rights or remedies hereunder. All exhibits are incorporated herein by this reference. This Agreement expresses the mutual intent of the Parties and the rule of construction against the drafting party has no application to this Agreement.

(E) Severability. If any terms or other provision of this Agreement or the exhibits hereto shall be determined by a court, administrative agency, or arbitrator to be invalid, illegal, or unenforceable,

such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal, or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect as long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party.

(F) Further Agreements. The Parties shall execute or cause their applicable affiliates to execute such additional agreements between the Parties and/or their respective affiliates as may be reasonably necessary to effectuate the intent of this Agreement.

(G) Binding Effect. This Agreement shall inure to the benefit of and be binding on the Parties hereto and their respective legal representatives, heirs and successors, and nothing in this Agreement, express or implied, is intended to confer on any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. This Agreement may be amended at any time by mutual consent of Licensor and Licensee, evidenced by an instrument in writing signed on behalf of each of the Parties.

(H) Amendment and Modification. This Agreement may be amended, modified, or supplemented only by a written agreement signed by all Parties hereto.

(I) Failure or Indulgence No Waiver; Remedies Cumulative. No failure or delay on the part of either party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

(J) Authority. Each of the Parties represent to the other party that: (i) it has the corporate or other requisite power and authority to execute, deliver, and perform this Agreement; (ii) the execution, delivery, and performance of this Agreement by it have been duly authorized by all necessary corporate or other actions; (iii) it has duly and validly executed and delivered this Agreement; and (iv) this Agreement is its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

(K) Third-Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including any creditor of any Person. No such third party shall obtain any right under any provision of this Agreement or shall by reasons of any such provision make any claim in respect of any Liability (defined below) or otherwise against either party hereto. Notwithstanding the foregoing, it is understood that Licensee's rights hereunder shall inure to the benefit of Licensee's affiliates and their officers, directors, and employees.

(L) Taxes. Licensee is solely responsible for personal property taxes imposed on any equipment or vehicles located at the Property. All other real or personal property taxes related to the Property, including any increase in real estate taxes that arise from Licensee's improvements (if any) and/or use of the Property, are the sole obligation of Licensee. Each party is responsible for its own income, franchise and similar taxes.

(M) Defined Terms. As used in this Agreement, the following terms shall have the meanings given to them in this Section 9(M), applicable both to the singular and the plural forms of the terms described:

1. "Force Majeure" shall mean any fire, flood, tornado, explosion, war, act of unrest, government requirement, change in applicable law, condemnation/taking, civil or military authority, act of God or other similar events beyond the party's control.
2. "Liability" includes any debt, liability, guaranty, assurance, commitment, and obligation, whether fixed, contingent, or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability), and whether or not the same would be required by generally accepted principles and accounting policies to be reflected in financial statements or disclosed in the notes thereto.
3. "Person" shall mean an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity or any department, agency, or political subdivision thereof.

(N) Time. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor. Except as expressly provided herein to the contrary, when a party is required to do something in this Agreement, it shall do so at its sole cost and expense without right of reimbursement from the other party.

(O) Consent/Approval. Whenever one party's consent or approval is required to be given as a condition to the other party's right to take any action pursuant to this Agreement, unless another standard is expressly set forth, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

(P) Notices. All notices, demands, requests, or other communications required or permitted hereunder shall be in writing and shall be:

- i. Personally delivered to the party's attorney to whom it is sent, effective on the date of such delivery; or
- ii. Sent via e-mail on business days during business hours (between 9:00 a.m. and 6:00 p.m. Central Time), effective on the date of such delivery (otherwise, the effective date shall be the next business day), provided that a copy of such notice along with a copy of the confirmation of such delivery is also mailed by first-class mail concurrently with such e-mail transmission; or
- iii. Sent via delivery through a nationally recognized courier service to the party to whom it is sent, effective on the date of the delivery, all as follows:

To Licensor: Jay Hedges, Village Manager
234 South State Street
Hampshire, Illinois 60140
Telephone: 847-683-2181
E-mail: JHedges@hampshireil.org

With a copy to: James M. Vasselli, Esq.
2021 Midwest Road, Suite 200
Oak Brook, Illinois 60523
Telephone: 312-415-8277
E-mail: James@JMVchicagolaw.com

To Licensee: Bill Swalwell, HHS President
234 South State Street
Hampshire, Illinois 60140
Telephone: 847-683-9690
E-mail: BSwalwell@hampshireil.org

- iv. Any notice, demand, request, or other communication required or permitted hereunder may be made only on a party's attorney, which shall be effective for all purposes. Each party may change its address for notice by giving notice thereof to the other party.

(Q) Brokers. Licensee hereby represents to Licensor that Licensee has not dealt with any broker in connection with this Agreement. Licensor hereby represents to Licensee that Licensor has not dealt with any broker in connection with this Agreement. Each party agrees to indemnify and hold the other party harmless from all claims of any brokers claiming to have represented such party in connection with this Agreement.

(R) Independent Entities. The Parties are and remain independent entities and nothing in the Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the Parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in this Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[SIGNATURE PAGE TO FOLLOW]

LICENSEE

Hampshire Township Historical Society

By: _____

Name: Bill Swalwell

Title: President, Hampshire Township Historical Society

Date: _____

LICENSOR

Village of Hampshire, Kane and McHenry Counties,
Illinois

By: _____

Name: Michael J. Reid, Jr.

Title: President/Mayor

Date: _____



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

MEMO

To: Village of Hampshire

From: Engineering Enterprises, Inc.

Date: January 7, 2025

Re: Well No. 12 Equipment Removal and Inspection Project Bid Results and Recommendation of Award - Agenda Supplement

Background

Well No. 12 is located near the southeast corner of Gast Road and Highbrook Avenue, just west of Hampshire High School and on the site of the Tamms Farm EWST. The well was constructed in 2008, and a pump and motor were installed in the well at that time. Due to the downturn in the economy and stalled residential development at that time, this equipment has never been utilized for water production and will need an associated water treatment plant for future usage. The recently completed Water Works System Master Plan identifies a plan for these associated improvements, which starts with removal and inspection of the pumping equipment to determine what components may be suitable for reuse. It is anticipated, due to prolonged inactivity, that many components will not be operable. This project will inform the next steps for making Well No. 12 operable at the appropriate time.

Due to the specialized nature of this work, proposals have been solicited and received from select local Contractors to construct this work.

Bidding Results

Three Contractors submitted proposals on January 6, 2025, and the total base bids received are as follows, with further details included in the enclosed Bid Tabulation:

- | | |
|--------------------------------|---------------|
| 1. Layne Christensen Company | \$ 89,489.00 |
| 2. Midwest Well Services, Inc. | \$ 140,636.00 |
| 3. Water Well Solutions, LLC | \$ 197,264.00 |

The Engineer's Estimated Opinion of Probable Construction Cost for the Total Base Bid was \$117,750.00.

The Total Base Bid defines the lowest, responsible bidder for the project. Layne Christensen Company has the lowest bid amount, and their bid was reviewed and considered responsive. Layne Christensen Company is thus considered the lowest, responsive bidder.

Bidder Evaluation

Layne Christensen Company is highly qualified to complete this work. They drilled all of the active wells in the Village, including Well No. 12, along with the pumping equipment. They have also performed several well rehabilitation projects for the Village, including the most recent deep well rehabilitation project for Well No. 9. There have not been any significant performance issues with their previous work in the Village, and EEI has a very good working relationship with Layne.

Bid Cost Evaluation

There is \$400,00 in the FY24-25 budget for this project. The lowest total base bid was approximately 24%, or \$28,261, lower than the engineer's estimated construction cost of \$117,750.00.

Recommendation to Award

Based on the bid evaluation, EEI recommends that the Village award the project to Layne Christensen Company in the amount of \$89,489.00, as mentioned in the enclosed Recommendation of Award letter.

VILLAGE OF HAMPSHIRE

RESOLUTION NO. _____

**A RESOLUTION AWARDING A BID TO THE LOWEST RESPONSIBLE BIDDER FOR
CONSTRUCTION SERVICES FOR THE VILLAGE OF HAMPSHIRE, COUNTIES OF
KANE AND MCHENRY, STATE OF ILLINOIS
(Well No. 12 Equipment Removal and Inspection)**

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

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

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

WHEREAS, the Well No. 12 is located at the Tamms Farm Elevated Water Storage Tank Site and the well was constructed in 2008 and a pump and motor were installed in the well at that time; and

WHEREAS, due to stalled residential development the well equipment has never been utilized; and

WHEREAS, as part of the Water Works System Master Plan identifies plans for improvements, which requires the removal and inspection of the Well No. 12 pumping equipment to determine what components may be suitable for reuse and determine next steps for making Well No. 12 operable at the appropriate time (the “Project”); and

WHEREAS, after advertising in accordance with applicable laws, the Village received bids for the Project; and

WHEREAS, Engineering Enterprises, Inc. recommends approving and accepting the bid (the “Bid”) from the lowest responsible and responsive bidder for the Project, as set forth in the bid summary (the “Bid Summary”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Village and its residents to accept and award the Bid to the lowest responsive and responsible bidder for the Project.

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

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

SECTION 2: The Corporate Authorities hereby accept and award the Bid for the Project to the lowest responsive and responsible bidder as set forth on the Bid Summary. The Corporate Authorities hereby authorize and direct the President or his designee to enter into, execute and approve necessary documentation in connection with awarding the Bid for the Project. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village is authorized to allocate and spend all necessary funds to fulfill the requirements of the Agreement and this Resolution.

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

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

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

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

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

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

[REMAINDAR OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED THIS ___ DAY OF _____, 2025

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ___ DAY OF _____, 2025

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

January 7, 2025

Mr. Jay Hedges
Village Manager
Village of Hampshire, Illinois
234 S. State Street
P.O. Box 457
Hampshire, IL 60140

Re: *Recommendation of Award*
Hampshire Well No. 12 Equipment Removal and Inspection Project

Dear Mr. Hedges:

Bids were received, opened, and tabulated for work to be done on the above referenced project at 12:00 p.m., January 6, 2025. A tabulation of the bids is attached for your information and record.

At this time, we recommend the acceptance of the bid and approval of award be made to the low bidder, Layne Christensen Company, 721 W. Illinois Ave., Aurora, IL 60506 in the amount of \$89,489.00.

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

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in blue ink, appearing to read 'Stephen T. Dennison', is written over a horizontal line.

Stephen T. Dennison, P.E.
Vice President

STD/tnp
Enclosures



**BID TABULATION
WATER WELL 12 EQUIPMENT REMOVAL AND INSPECTION
VILLAGE OF HAMPSHIRE**

		BID TABULATION BIDS RECD 1/6/2025		LAYNE CHRISTENSEN CO. 721 W. Illinois Ave. Aurora, IL. 60506		MIDWEST WELL SERVICES, INC. 1212 Storbeck Drive Waupun, WI. 53963		WATER WELL SOLUTIONS, IL. LLC 825 E. North Street Elburn, IL. 60119		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION, INCLUDING PERFORMANCE AND PAYMENT BONDS	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 7,360.00	\$ 7,360.00	\$ 17,790.00	\$ 17,790.00	\$ 7,500.00	\$ 7,500.00
2	REMOVE EXISTING PUMPING ASSEMBLY, MOTOR, COLUMN PIPING AND APPURTENANCES FROM WELL & TRANSPORT TO SHOP FOR INSPECTION, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	33,500.00	33,500.00	28,260.00	28,260.00	45,658.00	45,658.00	\$ 35,000.00	\$ 35,000.00
3	INSPECT SUBMERSIBLE MOTOR INCLUDING SEAL, OUTER CAN, BALANCE LINE, TERMINAL LEADS, ELECTRICAL CONNECTIONS, ETC.; INSPECT COLUMN PIPING, SURGE CONTROL CHECK VALVES, AND PREPARE COMPLETE INSPECTION REPORT, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	12,720.00	12,720.00	5,020.00	5,020.00	22,384.00	22,384.00	\$ 10,000.00	\$ 10,000.00
4	DISPOSE OF EXISTING TYPE H MOTOR AND PROVIDE CERTIFICATE OF DISPOSAL, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	15,677.00	15,677.00	44,630.00	44,630.00	69,000.00	69,000.00	\$ 17,500.00	\$ 17,500.00
5	HYPOT TEST POWER CABLE AND TEST FLAT CABLE ASSEMBLY, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	1,300.00	1,300.00	760.00	760.00	1,100.00	1,100.00	\$ 1,500.00	\$ 1,500.00
6	STORE EXISTING EQUIPMENT AT CONTRACTOR'S SHOP	MO	60	-	-	600.00	36,000.00	460.00	27,600.00	\$ 500.00	\$ 30,000.00
7	CONDUCT TELEVISION SURVEY, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	1,800.00	1,800.00	5,080.00	5,080.00	2,048.00	2,048.00	\$ 1,650.00	\$ 1,650.00
8	PERFORM BAILING WITH RIG AND TWO-MAN CREW	HR	16	687.00	10,992.00	646.00	10,336.00	504.00	8,064.00	\$ 600.00	\$ 9,600.00
9	DEMOBILIZATION, INCLUDING SITE RESTORATION	LS	1	6,000.00	6,000.00	3,190.00	3,190.00	3,620.00	3,620.00	\$ 5,000.00	\$ 5,000.00
TOTAL FOR ITEMS 1 THROUGH 9 AND TOTAL BASE BID FOR WELL NO. 12 EQUIPMENT REMOVAL AND INSPECTION											
					89,489.00		140,636.00		197,264.00		\$ 117,750.00
% BELOW/ABOVE ENGINEER'S ESTIMATE						-24.0%		19.4%			67.5%



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

January 8, 2025

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

**Re: Hampshire 90 Logistics Park
Letter of Credit Reduction Request No. 2
Village of Hampshire**

Mr. Hedges:

We have reviewed the Letter of Credit (LOC) reduction request for the Hampshire 90 Logistics Park as documented by the attached spreadsheet submitted by the Developer's Engineer.

We recommend a reduction of LOC No. 1042 for the above-referenced project in the amount of **\$480,378.00**. The new value of the LOC would be **\$634,824.24**.

The Letter of Credit was put in place by the Developer as a performance guarantee for the Public Improvements. The amount of the reduction is based upon the value of the improvements that have been completed to date. The new value represents 100% of the cost of the remaining improvements plus 10% of the completed improvements in addition to the Village's required 25% contingency.

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

Respectfully Submitted,
ENGINEERING ENTERPRISES, INC.

A handwritten signature in blue ink, appearing to read 'Timothy N. Paulson', is written over a horizontal line.

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

TNP/me

Enclosure

pc: Karen Stuehler, Village Clerk's Office (via e-mail)
Lori Lyons, Finance Director (via e-mail)
Mo Kahn, Assistant Village Manager (via e-mail)
James Vasselli, Village Attorney (via e-mail)
Jason Cebulski, Jacob & Hefner (via e-mail)
BPS, EEI (via E-mail)

VILLAGE OF HAMPSHIRE

RESOLUTION NO. _____

**RESOLUTION FOR A LETTER OF CREDIT NO. 1042 FOR
HAMPSHIRE 90 LOGISTICS PARK**

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 ILCS5/1-1-1, *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 rea and promoting the public health, safety, comfort, morals, and welfare; and

WHEREAS, as part of the construction and development of the Hampshire 90 Logistics Park, the developer, DQH Hampshire, LLC (the “Developer”) provided the Village with a Letter of Credit No. 1042 in the amount of \$1,115,202.24; and

WHEREAS, the Developer is now requesting a reduction in its Letter of Credit No. 1042; and

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

WHEREAS, in light of the partial completion of the public improvements and other items required by the Stormwater Ordinance and Municipal Code, the Village Engineer recommends reducing the Letter of Credit No. 1042 in the amount \$480,3780 to a new value of \$683,824.24.

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

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

SECTION 2: The Village hereby approved a reduction in the Letter of Credit No. 1042 to \$683,824.24 as recommended by the Village Engineer.

SECTION 3: The President and/or the Village Engineer are hereby authorized to certify, if requested, such reduction to the financial institution which issued Letter of Credit No. 1042. All past, present, and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized, and confirmed.

SECTION 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: All code provisions, ordinances, resolutions, rules and orders, or partners 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 _____, 2025

AYES:

NAYES:

ABSENT:

ABSTAIN:

APPROVED THIS ____ DAY OF _____, 2025

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk



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

Agenda Supplement

TO: President Reid; Board of Trustees
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Village Board Meeting on January 16, 2025
RE: Ordinance Approving the Sale/Disposal of Surplus Property

Background: The Village owns property that is no longer used or necessary to keep and is requesting the sale, disposal, or trade of this property. A list of surplus property is included in Exhibit A of the attached Ordinance.

Recommendation: For the Village Board to approve the Ordinance Approving the Sale/Disposal of Surplus Property.

VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE OR DISPOSAL OF SURPLUS
PROPERTY OWNED BY THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE
AND MCHENRY, STATE OF ILLINOIS**

WHEREAS, the Village of Hampshire owns property, which is no longer necessary, useful to or for the best interest of the municipality; and

WHEREAS, the Village of Hampshire would like to sell, dispose, or trade of this property; and

WHEREAS, the Corporate Authorities of the Village Hampshire shall authorize the sale, disposal, or trade of all surplus property listed in Exhibit A prior to disposal.

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: Purpose to Illinois Compiled Statutes 65ILCS 5/11-76-4, the Village of Hampshire Board of Trustees find that the surplus property listed in Exhibit A, now owned by the Village of Hampshire is no longer necessary or useful to the Village of Hampshire and the best interest of the Village of Hampshire will be served by the sale, disposal, or trade of the surplus property.

SECTION 2: Village of Hampshire personnel are hereby authorized to sell, dispose or trade of surplus property included on the list included as Exhibit A.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

[REMAINDAR OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED THIS ___ DAY OF _____, 2025

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ___ DAY OF _____, 2025

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A: LIST OF SURPLUS PROPERTY

Administration Department

1. Dell Inspiron 15 Laptop Serial number 34164606926
2. HP Pro Mini Desktop Computer Serial number MXL9503SH9
3. Lennovo ThinkCenter M72e Serial number 150967B4UMGE8611
4. Acer Monitor Serial number 3708050BE62CI
5. Hanns-G Monitor Serial number 319C3AT00987
6. Logitech Cordless Keyboard Product ID SC71032
7. Seagate Hard Drive Serial number 9WJ14FMB
8. WatchGuard XJM Firewall and Wireless Access Point Serial Number 70A0ADA3-0E40
9. Plantronics Wired Headset and Microphone
10. Samsung ML2165W Printer Serial number Z73QBGCSA01RDJ

Police Department

1. 12 Mifi Pucks with batteries
2. 1 ID Tech Card Reader
3. 7 Insego Adapters
4. 1 Kodiak Docking Station
5. 2 Havis Docking Station
6. 2 Gamber-Johnson CF-31 Docking Station
7. 1 Gamber-Johnson Docking Station
8. 1 Ledco Docking Station
9. 1 Dell Monitor (old Live Scan)
10. 1 Crossmatch Printer (Old Live Scan)

Streets Department

1. Steel:
 - a. Water Main
 - b. Water Valve
 - c. Plow Blades
 - d. File Cabinets
 - e. Manhole Frames
 - f. Brake Drums
 - g. Sign Posts
2. Aluminum
 - a. Street Signs
 - b. Sign Posts
 - c. Street Light Poles



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

Monthly Report

TO: President Reid; Board of Trustees
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Village Board Meeting on January 16, 2025
RE: Building Report - December 2024

Building Performance Metrics	<u>December</u>	<u>Monthly Avg.</u>	<u>CY24 TTD</u>
• Total permits issued	37	57	685
○ New single-family homes	15	12.83	154
○ Townhome/duplex units	0	1	12
• Avg. plan review time	3.74 days	3.52 days	n/a
• Inspections	606	623	7,475
• Permit fees collected	\$39,132	\$43,405	\$520,864
• Other Village fees collected	\$30,097	\$27,277	\$327,329
Code Enforcement Performance Metrics	<u>December</u>	<u>Monthly Avg.</u>	<u>CY24 TTD</u>
• No. of complaints	2	0.83	10
• No. of new cases	2	0..83	10
• No. of active cases	4	n/a	n/a

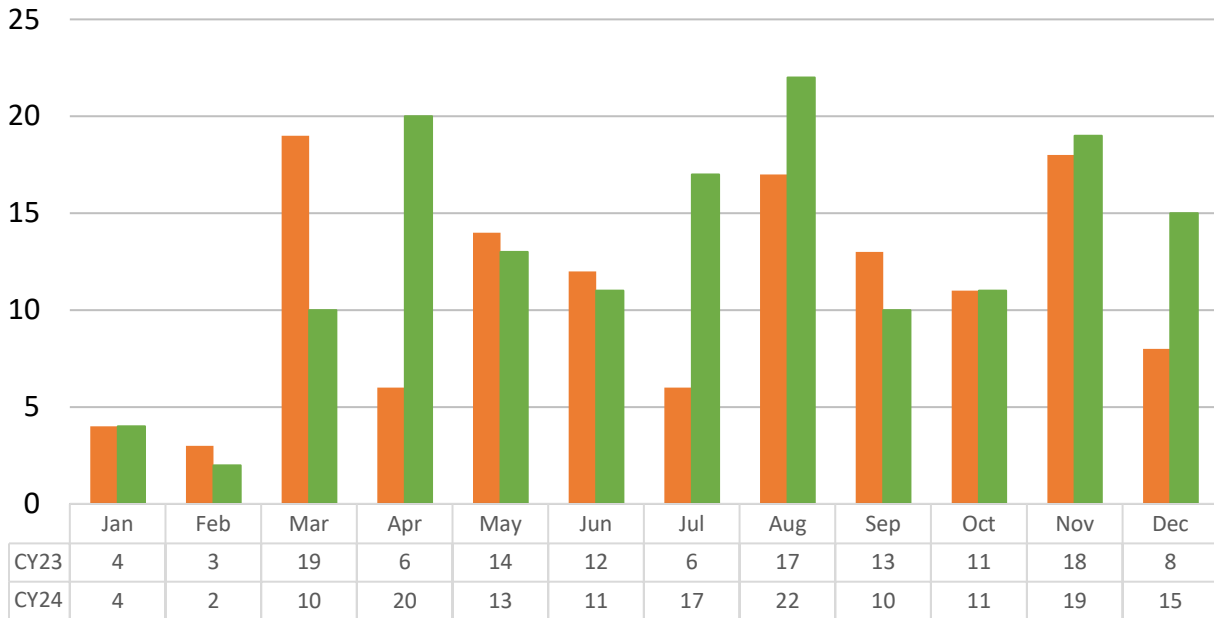
New Single-Family Detached Home Permits Issued

CY TTD

CY23: 131

CY24: 154

■ CY23 ■ CY24



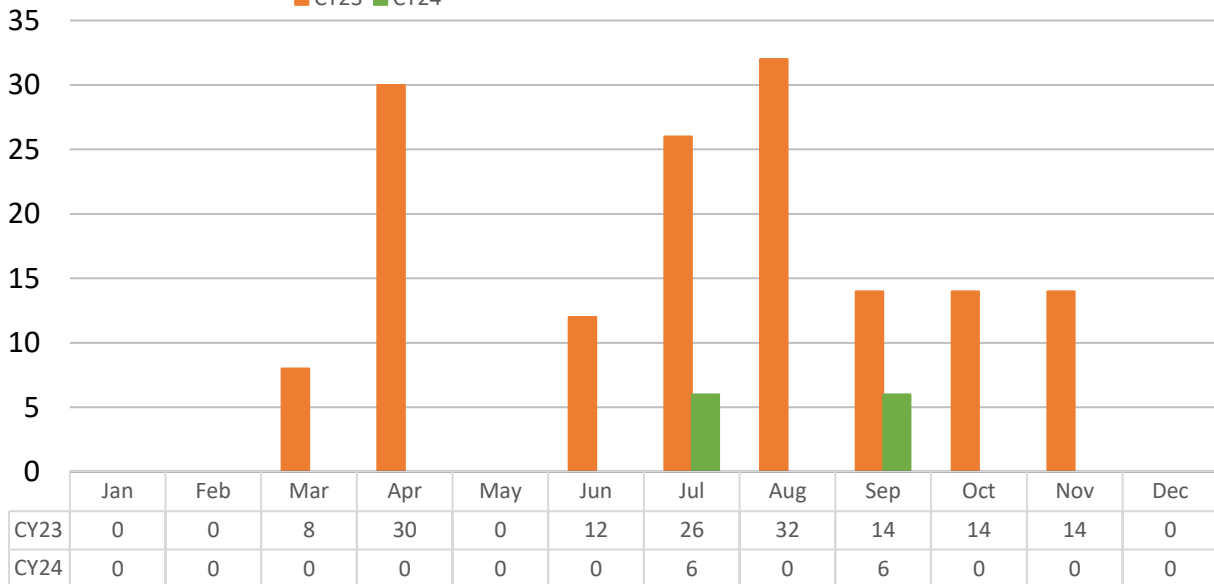
New Duplex/Townhome Units Permits Issued

CY TTD

CY23: 150

CY24: 12

■ CY23 ■ CY24





EMBRACE OPPORTUNITY

HONOR TRADITION

HAMPSHIRE POLICE DEPARTMENT MONTHLY REPORT

January 2025

Chief Doug Pann

HAMPSHIRE POLICE DEPARTMENT DECEMBER SCORECARD



Hampshire Police Department Scorecard

Dec-24

OFFENSES

	Previous Month	Current Month	% Change	YTD	YTD '23	YTD '22
Group A Offenses	9	16	77.8%	93	80	86
All Dispatched Calls for Service	299	247	-17.4%	3404	3203	2634
Burglary	1	0	-100.0%	2	2	5
Burglary to Motor Vehicle and Theft from Motor Vehicle	1	4	300.0%	7	11	6
Auto Theft	0	1	100.0%	5	2	3
Theft	0	1	100.0%	15	28	22
Domestic Violence Cases	1	5	400.0%	33	10	13
Mental Health Calls for Service	0	2	200.0%	35	28	N/A
Alarm Responses	14	13	-7.1%	147	115	159
Assists to Neighboring Communities / KCSO	25	22	-12.0%	289	209	254

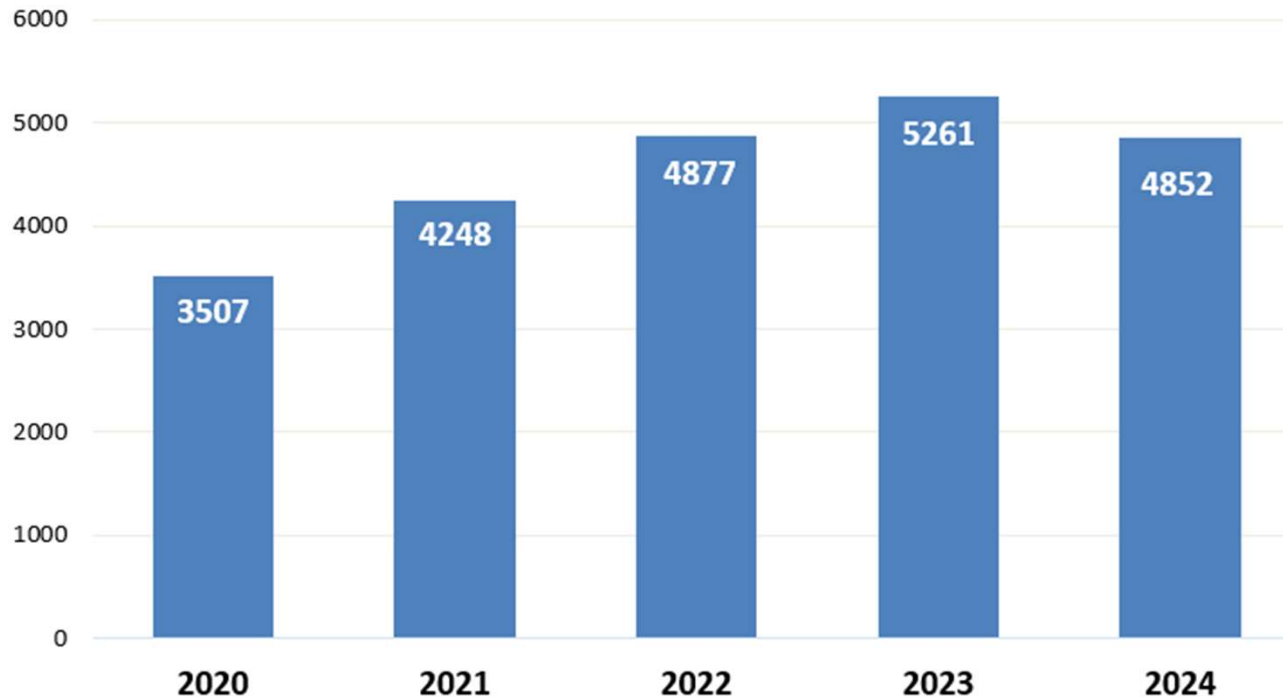
ACTIVITY

	Previous Month	Current Month	% Change	YTD
# Traffic Stops	92	93	1.1%	1362
# Traffic Tickets	42	25	-40.5%	496
# Traffic Warnings	59	59	0.0%	681
# Parking Tickets	123	100	-18.7%	474

TOTAL CALLS FOR SERVICE - 5 YEAR COMPARISON



Hampshire Police Department 5 Year Call for Service Trends



OFFENSE TRENDS COMPARISON 2023-2024



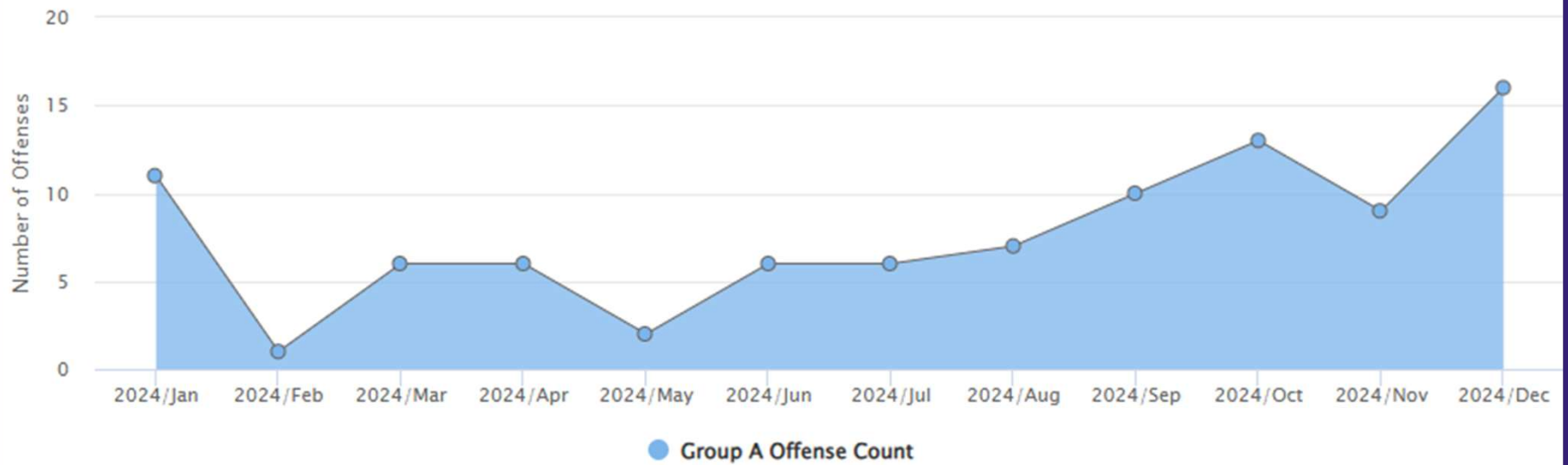
Offense Trends Report

Beginning Date: 01/01/2024

Ending Date: 12/31/2024

Agency: HAMPSHIRE

Offense: Group A Offenses



CRIMES AGAINST PERSON YTD



Offense	Reported in 2024	Reported in 2023	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	0.00
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	0.00
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	0.00
Non-consensual Sex Offenses:							
Rape	0	0	NA	0	0.00%	0.00%	0.00
Sodomy	0	0	NA	0	0.00%	0.00%	0.00
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	0.00
Fondling	0	0	NA	0	0.00%	0.00%	0.00
Aggravated Assault	0	0	NA	0	0.00%	0.00%	0.00
Simple Assault	4	3	33.33%	4	100.00%	100.00%	62.26
Intimidation	0	0	NA	0	0.00%	0.00%	0.00
Kidnapping/Abduction	0	0	NA	0	0.00%	0.00%	0.00
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	0.00
Statutory Rape	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Persons Total	4	3	33.33%	4	100%	25%	62.26

CRIMES AGAINST PROPERTY AND SOCIETY



Offense	Reported in 2024	Reported in 2023	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Robbery	0	0	NA	0	0.00%	0.00%	0.00
Burglary/Breaking & Entering	3	1	200.00%	0	0.00%	25.00%	46.69
Larceny/Theft Offenses	1	1	0.00%	0	0.00%	8.33%	15.56
Motor Vehicle Theft	1	0	NA	0	0.00%	8.33%	15.56
Arson	0	0	NA	0	0.00%	0.00%	0.00
Destruction Of Property	3	3	0.00%	0	0.00%	25.00%	46.69
Counterfeiting/Forgery	0	0	NA	0	0.00%	0.00%	0.00
Fraud Offense	4	0	NA	0	0.00%	33.33%	62.26
Embezzlement	0	0	NA	0	0.00%	0.00%	0.00
Extortion/Blackmail	0	0	NA	0	0.00%	0.00%	0.00
Bribery	0	0	NA	0	0.00%	0.00%	0.00
Stolen Property Offenses	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Property Total	12	5	140%	0	0.00%	75%	186.77
Drug/Narcotic Violations	0	0	NA	0	0.00%	0.00%	0.00
Drug Equipment Violations	0	0	NA	0	0.00%	0.00%	0.00
Gambling Offenses	0	0	NA	0	0.00%	0.00%	0.00
Pornography/Obscene Material	0	0	NA	0	0.00%	0.00%	0.00
Prostitution	0	0	NA	0	0.00%	0.00%	0.00
Weapons Law Violation	0	0	NA	0	0.00%	0.00%	0.00
Animal Cruelty	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Society Total	0	0	NA	0	0.00%	0.00%	0

CURRENT PROJECTS



Project	Start Date	Status
Install In-car printers and transition to digital ticketing	11/01/2022	Active working multi-jurisdictional workgroup established and implementing 2025 changes
Revise and Update Village Emergency Operations Plan with HFPD	02/01/2024	Formed Committee with Fire Department Project on hold waiting for new Admin Rule
ILEAP Accreditation	07/01/2024	Grant Received Software Procured Lieutenant Neblock Working Through Process

GOALS ACCOMPLISHED



Project	Start Date	Status
Develop Officer Wellness Program / Peer-to-Peer Support	03/01/2024	Policy and Team in Place / Training Complete
ECC Intern		ECC Criminal Justice Intern Completed Semester
Two New Officers Hired and Sent to Academy		Academy Start Date 1/5/2025

