



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

AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comments
5. A Motion to Approve the Meeting Minutes from October 17, 2024
6. Appointments
 - a. Motion to Approve Appointment Christine Klein as Chairperson of the Planning & Zoning Commission for a Term thru May 2026
 - b. Motion to Approve Appointment Ronald Ross as Commissioner to the Planning & Zoning Commission for a Term thru May 2028
7. Village Manager's Report
 - a. Ordinance Approving a Variance for 200 Red Hawk Dr. to permit a Shed in an Easement
 - b. Discussion Regarding Renewal of Aggregation Program for Electrical Load
 - c. Ordinance Approving an Extension to an Intergovernmental Agreement with the City of Elgin regarding a Boundary Line Agreement
 - d. Resolution Approving a Contract with American Pipeline Solutions for Well 13 Raw Watermain Cleaning in the Amount of \$88,862
 - e. Resolution Waiving Formal Bidding and Approving a Contract with Trojan Technologies for Wastewater Treatment Facility Ultraviolet (UV) System Equipment in the Amount of \$116,923.20
 - f. Resolution Waiving Formal Bidding and Approving a Contract with Vafcon for Wastewater Treatment Plan Variable Frequency Drives (VFDs) in the Amount of \$160,000
8. Staff Reports
 - a. Building Report
 - b. Engineering Report
9. Accounts Payable
 - a. A Motion to Approve the November 7, 2024, Accounts Payable to Personnel
 - b. A Motion to Approve the November 7, 2024, Regular Accounts Payable
10. Village Board Committee Reports
 - a. Business Development Commission

11. New Business
12. Announcements
13. Executive Session
 - a. Review of Executive Session Minutes
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.



Village of Hampshire
Village Board Meeting Minutes
Thursday, October 17, 2024 - 7:02 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 7:02 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, October 17, 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

Laura Schraw spoke regarding the upcoming Hampshire Township Park District Referendum Building.

5. A Motion to Approve the Meeting Minutes from October 3, 2024.

Trustee Fodor moved to approve the Meeting Minutes from October 3, 2024.

Seconded by: Trustee Mott.

Roll Call Vote:

Ayes: Fodor, Kelly Koth, Mott, Pollastrini.

Nayes: None.

Absent: None.

Abstain: Robinson.

Motion Approved.

6. **Village Manager's Report**

- a. **A Motion to Approve Ordinance 24-39 a Variance for 115 Arrowhead Dr. for a Front-Yard Setback to Construct a Restaurant.**

Trustee Koth moved to approve Ordinance 24-39 a Variance for 115 Arrowhead Dr. for a Front-Yard Setback to Construct a Restaurant.

Seconded by: Trustee Robinson.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- b. **A Motion to Approve Resolution 24-32 an Intergovernmental Agreement with Kane County regarding Animal Control Services.**

Trustee Robinson moved to approve an Intergovernmental Agreement with Kane County regarding Animal Control Services.

Seconded by: Trustee Koth.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- c. **A Motion to Approve Resolution 24-33 a Letter of Credit Reduction for Prairie Ridge Neighborhood K, L, & M from \$486,998.65 to \$213,298.65 and from \$964,435.39 to \$164,010.62.**

Trustee Robinson moved to approve Resolution 24-33 a Letter of Credit Reduction for Prairie Ridge Neighborhood K, L, & M from \$486,998.65 to \$213,298.65 and from \$964,435.39 to \$164,010.62

Seconded by: Trustee Koth.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

d. **A Motion to Approve Resolution 24-34 a Letter of Credit Reduction for Prairie Ridge Neighborhood M from \$312,880.00 to \$245,051.51.**

Trustee Pollastrini Resolution 24-34 a Letter of Credit Reduction for Prairie Ridge Neighborhood M from \$312,880.00 to \$245,051.51.

Seconded by: Trustee Robinson.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

e. **A Motion to Approve Resolution 24-35 a Letter of Credit Reduction for Prairie Ridge Neighborhood T, Z, & AA from \$8,454,809.75 to \$1,798,858.15.**

Trustee Mott moved to approve Resolution 24-35 a Letter of Credit Reduction for Prairie Ridge Neighborhood T, Z, & AA from \$8,454,809.75 to \$1,798,858.15.

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 Resolution 24-36 a Letter of Credit Reduction for Prairie Ridge Neighborhood J from \$1,928,258.74 to \$1,055,920.49.**

Trustee Robinson moved to approve Resolution 24-36 a Letter of Credit Reduction for Prairie Ridge Neighborhood J from \$1,928,258.74 to \$1,055,920.49.

Seconded by: Trustee Pollastrini.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

g. **A Motion to Approve Resolution 24-37 a Letter of Credit Reduction for Prairie Ridge Neighborhood R from \$379,604.08 to \$173,458.30.**

Trustee Pollastrini moved to approve Resolution 24-37 a Letter of Credit Reduction for Prairie Ridge Neighborhood R from \$379,604.08 to \$173,458.30.

Seconded by: Kelly.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

h. **A Motion to Approve Resolution 24-38 Approving Public Improvements Acceptable for Prairie Ridge Neighborhood R.**

Trustee Robinson moved to approve Resolution 24-38 Approving Public Improvements Acceptable for Prairie Ridge Neighborhood R.

Seconded by: Trustee Koth.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

i. **A Motion to Approve 2025 Village Board Meeting Schedule.**

Trustee Kelly moved to approve 2025 Village Board Meeting Schedule with corrections.

Seconded by: Trustee Fodor.

All Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

j. **A Motion to Approve 2025 Village Holiday Schedule.**

Trustee Koth moved to approve 2025 Village Holiday Schedule.

Seconded by: Trustee Robinson.

All Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

7. Staff Reports

a. Police Report:

Discussion was had with Chief Pann about tickets, and mental health calls. Chief Pann also shared that a grant for \$16,000.00 was received for purchase of the new tasers.

b. Streets Report:

The sweeper has been repaired.

c. Financial Report:

Lori Lyons reported that we are on target for property taxes and revving up for impact fees and transition fees from new homes.

8. Accounts Payable

a. A Motion to Approve October 17, 2024 Account Payable to Personnel in the amount of \$246.25.

Trustee Robinson moved to Approve October 17, 2024 Account Payable to Personnel in the amount of \$246.25.

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 October 17, 2024, Regular Accounts Payable in the amount of \$402,159.26.

Trustee Kelly moved to Approve October 17, 2024, Regular Accounts Payable in the amount of \$402,159.26.

Seconded by: Trustee Fodor.

Roll Call Vote.

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

Nayes: None.

Absent: None.

Motion Approved.

9. **Village Board Committee Reports**

- a. Business Development Commission

Trustee Kelly reported that they met on October 9, 2024. They discussed Downtown signage and restrictions on size. No updates for the Façade program.

10. **New Business**

No discussion.

11. **Announcements**

No discussion.

12. **Executive Session**

No discussion.

13. **Adjournment**

Trustee Kelly moved to adjourn at 7:58 p.m.

Seconded by: Trustee Mott.

All Call Vote.

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

Nayes: None.

Absent: None.

Motion Approved.

From: Bryan Mroch <BMroch@hampshireil.org>

Date: October 30, 2024 at 3:45:43 PM CDT

To: Mike Reid <mreid@hampshireil.org>

Subject: BMroch Resignation

To Village of Hampshire President and Staff,

Due to personal reasons, I am unable to faithfully execute on the duties required in my role on the Village of Hampshire's Planning & Zoning Commission.

Please accept this notice as my resignation from the commission, effective immediately.

I am grateful for having had the opportunity to serve with this fine organization for the past 6 years, and offer my best wishes for the continued growth and success of the Village of Hampshire.

Sincerely,

Bryan Mroch



Village of Hampshire

234 S. State Street
Hampshire, IL 60140

Application to Serve on a Committee or Board

Name Christine Klein Date 10/30/2024

Address 219 Panama Ave

City Hampshire State IL Zip Code 60140

Home Telephone _____ Work Telephone [REDACTED] Cell [REDACTED]

Email Address [REDACTED]

How many years have you resided in Hampshire? ~47 Date of Birth [REDACTED]
(Required for background check)

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

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

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

Education Background Bachelor of Arts from Augustana College

Current Employer The Vintage Hammer/Century 21 New Heritage Job Title Owner/Commercial Broker

Employment Background: I've been in real estate for 30+ years both as a residential broker and commercial broker. Currently I am the head trainer for the agents at Century 21 New Heritage. I opened The Vintage Hammer 7 years ago with my husband and we have been at our current location on Washington Ave for nearly 5 years.

Briefly indicate your interest in the Commission(s) chosen above Being in real estate, I've always taken an interest in the development of our community. Now that my focus is commercial real estate, the interest has heightened.

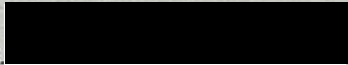

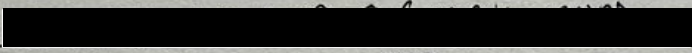

Please attach any additional information that you feel is pertinent to the Commission(s) for which you are applying. _____

Applicant Signature [REDACTED] Date 10/30/2024



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

Application to Serve on a Committee or Board

Name RONALD W. ROSS JR. Date 
 Address 26060 HENNIG RD
 City HAMPSHIRE State IL Zip Code 60140
 Home Telephone _____ Work Telephone _____ Cell 
 Email Address 
 How many years have you resided in Hampshire? 10 Date of Birth 
(Required for background check)

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

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

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

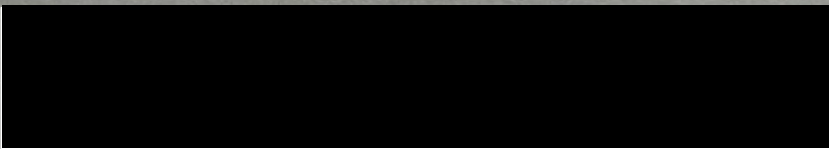
Education Background _____

Current Employer ACT PLUMBING & PROPERTY MAINTENANCE Job Title OWNER

Employment Background: PLUMBING FOR 35 YEARS

Briefly indicate your interest in the Commission(s) chosen above ASKED TO JOIN BOARD BECAUSE OF CONTAMINATION BACK GROUP.

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

Applicant Signature  Date 11-4-20



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 November 7, 2024
RE: PZC-24-08 - 200 Red Hawk Rd. - Variance

Background: William Misner (Petitioner & Owner) is requesting a Variance to Sec. 7-5-9-A of the Hampshire Subdivision Ordinance to permit a shed in an easement, whereas the code does not allow for structures to be located in an easement, for the property located at 200 Red Hawk Rd.

The petitioner received a permit from the Village in September 2021 to construct a slab for a future shed. The slab was constructed per the approved permit plans. In August 2024, the petitioner then applied for the shed permit and the permit was denied due to the provision of Sec. 7-5-9-A. It was found prior to 2024, SafeBuilt was not directed to or was not reviewing permits for zoning compliance and this is why the slab was accidentally approved to be in the utility easement.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission held a Public Hearing on the matter on October 28, 2024 and recommended approval of the variance request by a vote of 4-0.

The Planning & Zoning Commission adopted the Findings of Fact of Village staff, which stated the unique condition was not created by the Petitioner and it was an error by the Village. Additionally, granting of the variance will not result in increased property value or allow the petitioner to make more money and will not be detrimental to the public safety or general welfare as sheds are common residential accessory structure.

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

Recommendation: For the Village Board to consider the Planning & Zoning Commission approval recommendation of the variance to Sec. 7-5-9-A of the Hampshire Subdivision Ordinance for 200 Red Hawk Rd.

Attachments:

1. Planning & Zoning Commission Agenda Supplement
2. Land Use Application
3. Plat of Survey
4. Shed Drawing
5. Petitioner's Response to Findings of Fact
6. Waiver & Release of Liability
7. Ord. 24-XX



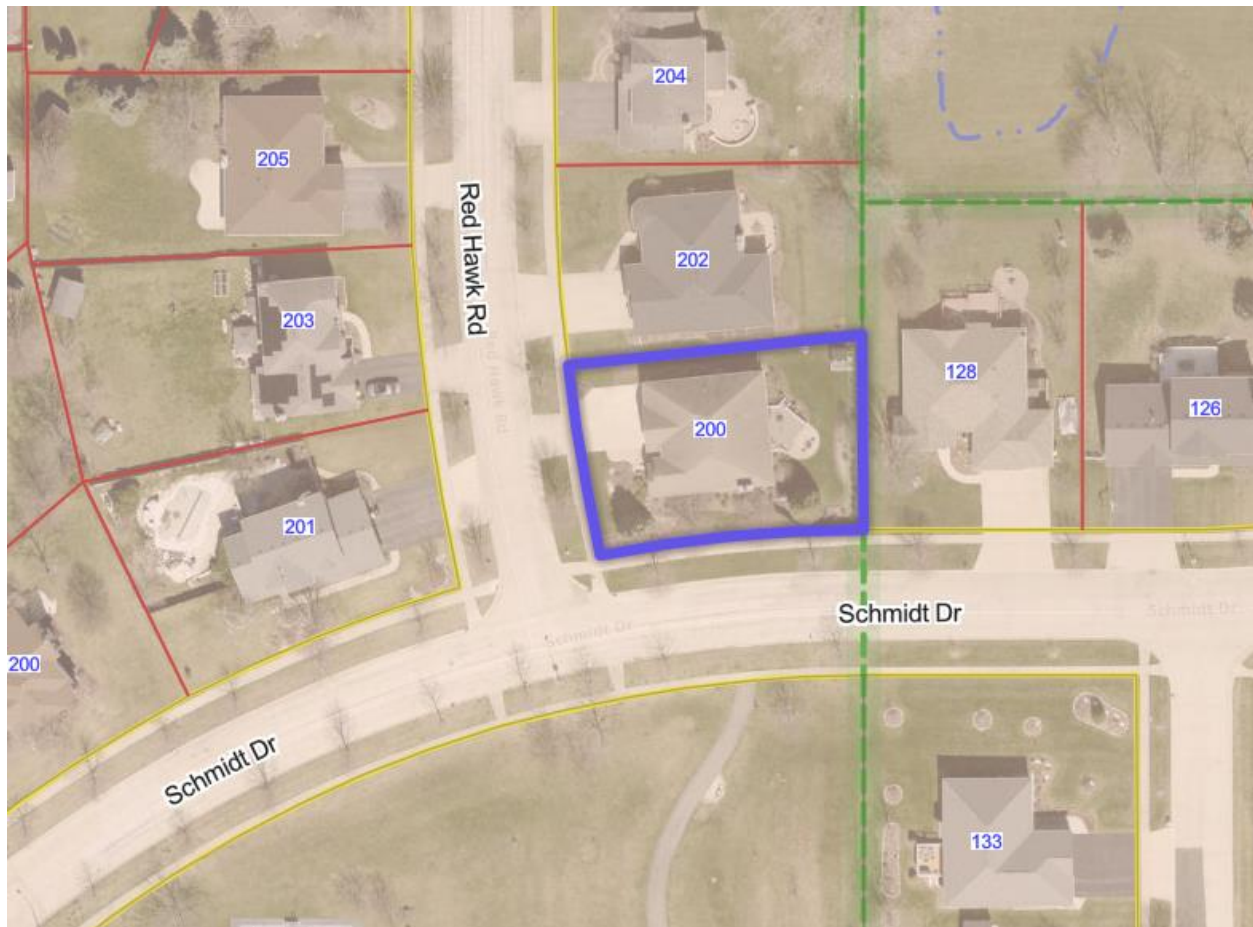
Village of Hampshire
234 S. State Street, Hampshire IL 60140
Phone: 847-683-2181 | www.hampshireil.org

AGENDA SUPPLEMENT

TO: Planning & Zoning Commission
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Planning & Zoning Commission Meeting on October 28, 2024
RE: PZC-24-08 - 200 Red Hawk Rd. - Variance

PROPOSAL: William Misner (Petitioner & Owner) is requesting the approval of the following to construct a shed in an easement:

1. Variance to Sec. 7-5-9-A of the Hampshire Subdivision Ordinance to permit a shed in an easement, whereas structures are not permitted in an easement.





BACKGROUND: The petitioner received a permit from the Village on 9/1/2021 to construct a patio and slab for a future shed. As shown on the Plat of Survey the shed slab was proposed to be and was constructed in the rear utility easement.

The slab should not have been approved as part of the permit as Sec. 7-5-9-A does not permit structures in any easement.

On 8/28/2024, the petitioner applied for a shed permit and was notified the shed could not be constructed in an easement.

It was found that prior to 2024, that the Village’s contractor SafeBuilt who is responsible for permitting was not directed to or was not reviewing permits for zoning compliance.

ANALYSIS: The subject property is approximately 0.25 acres (10,890 sq. ft.) and is located on the northeast corner of Red Hawk Rd. and Schmidt Dr. The subject property is improved with an approximately 3,000 sq. ft. single-story single-family residence.

The subject property is zoned R-2, Single-Family Residence District.

The following are the adjacent property zoning and uses:

- North: R-2, Single-Family Residence District - Residential
- South: R-2, Single-Family Residence District - Public Park/Playground
- East: R-3, Two-Family Residence District - Residential
- West: R-2, Single-Family Residence District - Residential

Zoning Bulk Standards: The following are the applicable zoning bulk standards for accessory structure.

Code Section	Description	Requirement	Proposed
Sec. 6-3-7-B-2	Structure Height	≤ 15 ft.	10 ft.
Sec. 6-3-7-B-3-a-(1)	Building Separation	≥ 5 ft.	30 ft.
Sec. 6-3-7-B-3-a-(2)	Yard Location	Rear or Back-Half of Side	Rear
Sec. 6-3-7-B-3-a-(3)	Property Line Setback	≥ 5 ft.	5 ft.
Sec. 6-3-7-B-3-a-(4)	Alley Setback	≥ 10 ft.	N/A
Sec. 6-3-7-B-3-a-(5)	Lot Coverage (Max 30% of Rear-Yard)	≤ 1,119 sq. ft.	500 sq. ft.*

* Calculation includes 400 sq. ft. patio and deck.



REQUIRED FINDINGS OF FACT: The following are the required findings of fact for a Variance per Sec. 7-5-7-A-2:

1. Because of the particular physical surroundings, shape or topography conditions of the specific property involved, a particular and extraordinary hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out.
2. The conditions upon which the request for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property, and have not been created by any person having an interest in the property.
3. The purpose of the variation is not based exclusively upon a desire to make more money out of the property.
4. The granting of the variation will not be detrimental to the public safety, health, or welfare, or injurious to other property or improvements in the neighborhood in which the property is located.

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

1. The subject property does not have unique physical surroundings, shape or topography that prevents the shed from being placed outside the utility easement.
2. The request is being made due to an error by the Village to allow for the concrete pad for the shed to be constructed in the easement. This condition was not created by the petitioner or any other individual having an interest in the property.
3. The proposed variance will not result in increased property value or result in the petitioner making more money than if the shed was placed outside the easement.
4. The proposed variance will not be detrimental to the public safety or general welfare as a shed is a common accessory structure for residential properties.

PUBLIC COMMENTS: Village staff has not received any public comments regarding this petition as of October 23, 2024.

STAFF RECOMMENDED CONDITIONS OF APPROVAL: Village staff is not recommending any conditions of approval.



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

RECOMMENDED MOTION:

I move to accept and adopt Staff's Findings of Fact included in the Agenda Supplement and recommend approval of PZC-24-08 for a variance to Sec. 7-5-9-A of the subdivision ordinance to permit a shed in an easement, whereas structures are not permitted in an easement.

DOCUMENTS ATTACHED:

1. Land Use Application
2. Plat of Survey
3. Shed Drawing
4. Petitioner's Response to Findings of Fact
5. Waiver & Release of Liability



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

Land Use Application

Date: 9/15/21

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

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

*requires a 15-30 day public notice period

APPLICANT INFORMATION

APPLICANT (print or type)

Name: William Mioner Email: _____

Address: 200 Red Hawk Rd Phone: 847 354 1937

CONTACT PERSON (if different from applicant) (Wife) 847 610 0254

Name: Jenny Mioner Email: billmgs@fd.ya.hoo.com

Address: Same Phone: _____

IS THE APPLICANT THE OWNER OF THE SUBJECT PROPERTY?

YES NO

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

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

YES NO

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

PROPERTY INFORMATION

Name of Development (if any): Hampshire Meadows

Address: 200 Red Hawk Rd

Parcel Number(s): 01-28-403-015

Total Area (acres): 11,048 SQ FT

Legal Description: must be attached to this application

Fire Protection District: Hampshire Fire

School District: 300 Hampshire

Library District: Hampshire

Park District: Hampshire

Township: Hampshire

Current Zoning District: R2

Current Use:
Single Family Residence

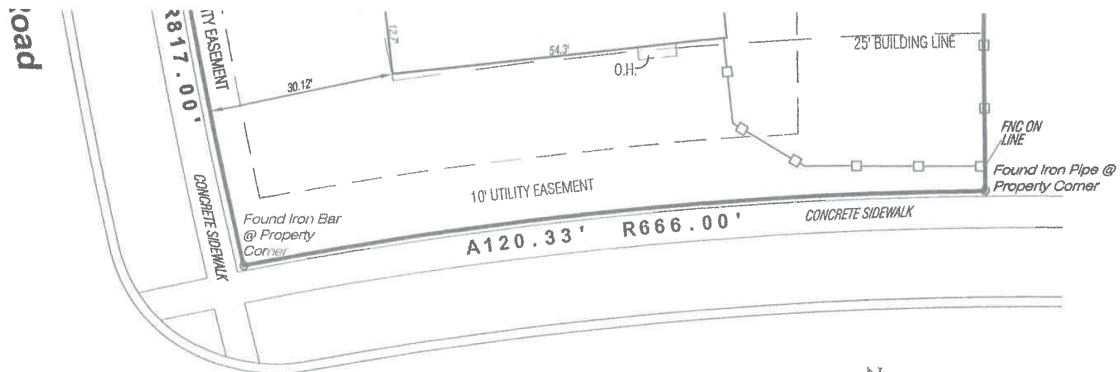
Proposed Zoning/Variance/Use:
VARIANCE to Permit SHED on EASE-
-MENT

Reason/ Explanation for Zoning/ Variance/ Use:
THE VILLAGE APPROVED A PERMIT FOR A
SHED PAW IN THE EASEMENT.
THIS REQUEST IS TO PERMIT SHED
IN THE EASEMENT.

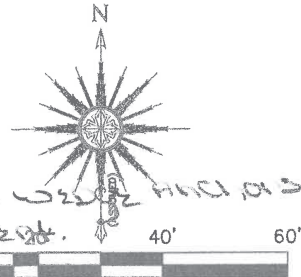
Plat of Survey

LEGAL DESCRIPTION: LOT 15 IN HAMPSHIRE MEADOWS UNIT NO. 1, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 2003 AS DOCUMENT 2003K064527, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL AREA: 11,048 Sq. Feet



NOTES
 10'x10' SLAB
 10'x10' SHED
 8' WALLS ANCHORED TO
 THE CONCRETE SLAB WITH WOOD ANCHORS.
 FLAT ROOF WITH LARGE OVERHANG.



THIS DOCUMENT IS NOT VALID WITHOUT THE SURVEYOR'S SEAL.

STATE OF ILLINOIS } ss.
 COUNTY OF MCHENRY }

IN MY PROFESSIONAL OPINION, AND BASED ON MY OBSERVATIONS, I HEREBY CERTIFY THAT THE PLAT HEREON DRAWN IS A TRUE REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 5th DAY OF September, A.D. 2017

JEFFREY A. SPIREK
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3898
 REGISTERED AGENT FOR LUCO CONSTRUCTION COMPANY
 LICENSE TO BE RENEWED NOVEMBER 30, 2018

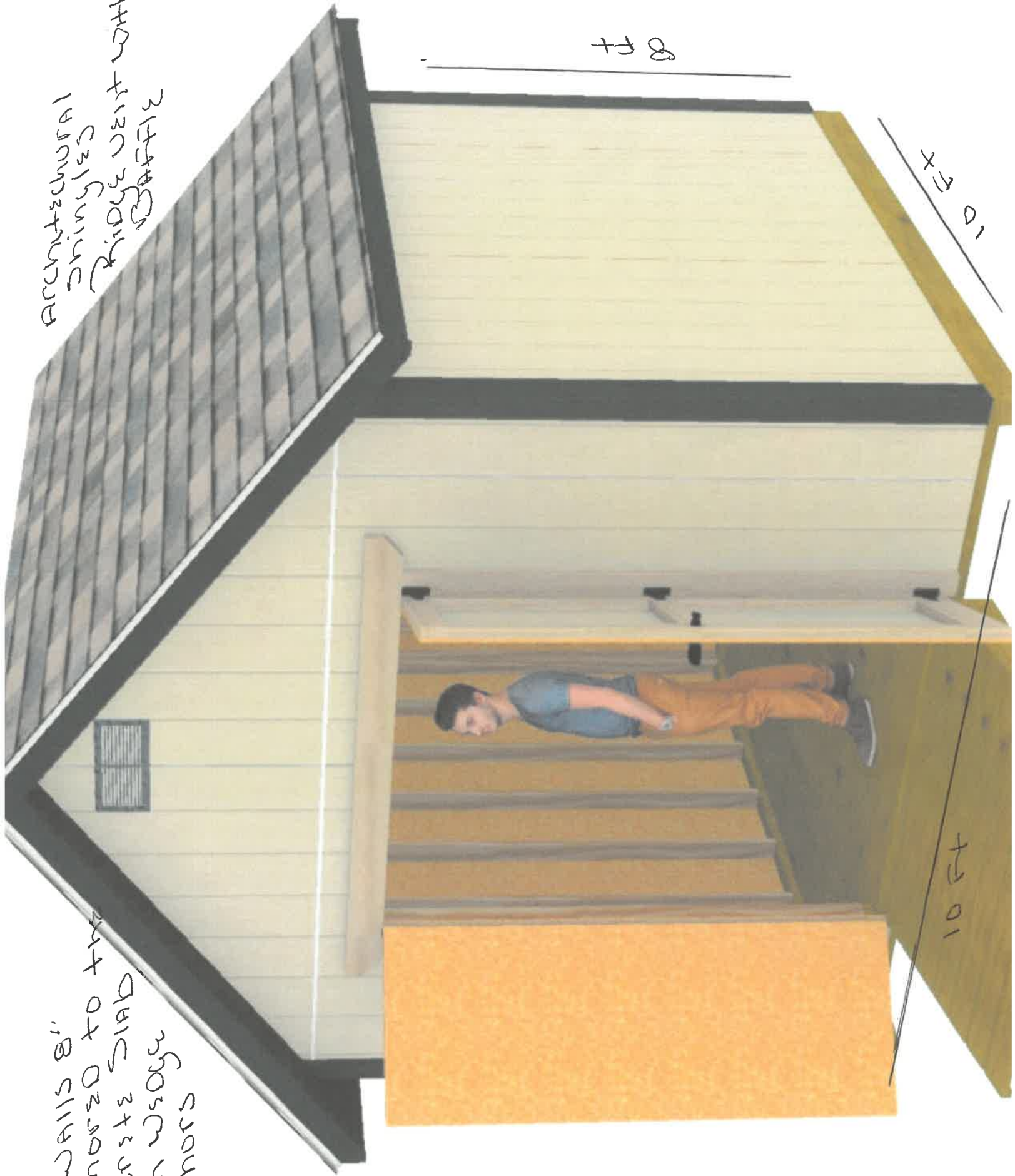


NOTES:
 *COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED AND REPORT ANY DIFFERENCES IMMEDIATELY.
 *ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
 *BEARINGS AS SHOWN ARE ASSUMED AND ARE SO INDICATED FOR INTERIOR ANGLES ONLY.
 *BUILDING LINES AND EASEMENTS AS SHOWN ARE BASED SOLELY ON PROVIDED DOCUMENTS.
 *UTILITIES WITHIN EASEMENTS ARE NOT SHOWN HEREON. UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO CONDUITS AND CABLES (IF ANY) HAVE NOT BEEN SHOWN HEREON.

Luco Construction Company Professional Design Firm No. 184.004829	
54 Lou Avenue Crystal Lake, Illinois 60014 phone: 815.526.3974 email: lucoland@gmail.com	
Common Address: 200 Red Hawk Road, Hampshire, IL	
Job Number: 17 - 43591	Drawn By: JAC
Client: Militello & Struck (Morgan)	
Date of Field Work Completion: 9/1/2017	
Revisions:	

ARCHITECTURAL
SHINGLES
RIDGE VENT WITH
Baffle

ALL WALLS 8"
ANCHORED TO THE
CONCRETE SLAB
WITH W50yc
ANCHORS



8 FT

8 FT 01

10 FT

Petitioner's Response to Findings of Fact for the Variance

I am applying for a permit for a shed located in my backyard. On 09/01/2021, I applied for a permit for a 10x10 concrete slab for a shed. The 10x10 shed concrete slab was approved and final documents were received on 01/06/2022 permit number of 21HAM-00382. I have delayed the process to move for with a 10x10 shed to build on the 10x10 shed concrete slab due to finding a contractor. Now, 2024 I have found a contract that will build a shed that I am looking for, but I am not able to move forward to build the 10x10 shed on the approved shed concrete slab due to the concrete slab is located in the utility easement. Why was the 10x10 shed concrete slab for a shed ever approved if it was located in the utility easement in 2022. What requirements do I need to get this project done? What do you want me to do about the shed concrete slab that was approved in 2022? Is the village going to reimburse me the money I spent for the installation of the shed concrete slab that the Hampshire Village approved?

WAIVER AND RELEASE OF LIABILITY

This Waiver and Release of Liability (this "Release") is made the 23rd day of SEPTEMBER 2024, by and between the Village of Hampshire, Illinois (the "Village") and William & Jenny Misner, (the "Owner"), the owner(s) of the property located at 200 Red Hawk, Hampshire, Illinois, 60140 (the "Property"); and

WHEREAS, the Owner of the Property desires to construct or install a shed, fence or other improvement (collectively, the "Improvements") on the Property in an easement (the "Easement"); and

WHEREAS, Section 6-14-3 of the Municipal Code of Hampshire of 1985 (the "Village Code") authorizes the planning and zoning commission (the "PZC") to hold public hearings on applications for variations and thereafter to submit reports of findings and recommendations to the Board of Trustees of the Village; and

WHEREAS, the Owner has submitted an application to the PZC requesting a variance from Section 7-5-9-A of the Village Code to allow the Owner to construct or install the Improvements in the Easement (the "Variance"); and

WHEREAS, the Village, utility companies, including franchised utility companies, other individuals or entities and their respective agents, employees and contractors (collectively, the "Easement Entities") may have legal rights to use and access the Easement; and

WHEREAS, to ensure that the Owner is aware of all risks involved with installing or constructing the Improvements in the Easement, even if the Variance is granted, the Owner and the Village have determined that it is in their best interests to enter into this Release.

NOW, THEREFORE, for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Owner and the Village agree as follows:

1. **Recitals.** That the recitals set forth above are incorporated herein and made a part hereof as if fully set forth herein.

2. **Acknowledgement.** The Owner understands and acknowledges that if the Variance is granted, the Variance does not rescind, remove or alter any rights that the Easement Entities have to enter, access or use the Easement. The Owner understands the inherent risks (including loss, replacement and destruction of the Improvements) associated with constructing or installing the Improvements in the Easement and agrees that the Improvements are constructed or installed at the Owner's risk. The Owner accepts all responsibility and assumes all costs associated with the destruction, removal and/or replacement of the Improvements located in the Easement. The Released Parties (defined below) shall not be responsible for any maintenance, replacement and/or repair of the Improvements.

3. **Waiver and Release.** The Owner for itself and any heir, successor, grantee, purchaser, assign, executor, tenant, administrator and/or licensee of the Owner and future owners of the Property (collectively, "Successors") hereby remises, releases, waives, covenants not to sue

and forever discharges the Village, its elected or appointed officials, officers, employees, contractors, representatives, engineers, attorneys, successors of the same and the Easement Entities (collectively the "Released Parties") of and from any and all causes of action, suits, damages, judgments, rights, claims (including, but not limited to, claims of negligence), demands, liabilities, damages (including, but not limited to, consequential, incidental, compensatory, punitive and/or exemplary), debts, attorneys' fees, costs, liens, dues, expenses and compensation of all kinds, known and unknown, foreseen or unforeseen, which may arise out of or be related in any way to the grant of the Variance, the construction or installation of the Improvements within the Easement or damages to the Improvements arising out of any work or act performed by the Released Parties including, without limitation, any act or failure to act by the Released Parties. The Owner states that the Owner has read and understands the terms of this Release, and the Owner intends to be legally bound by same.

4. **Indemnification.** The Owner and its Successors shall defend, hold harmless and indemnify the Released Parties from and against any and all claims, demands, losses, judgments, liabilities, disputes, damages, causes of action, lawsuits, injuries, fines, costs and expenses, attorneys' and witness fees, and expenses incidental thereto that may arise out of the grant of the Variance, the installation or construction of the Improvements in the Easement or the destruction, removal or replacement of the Improvements.

5. **Governing Law.** This Release shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. This Agreement shall be enforced in the Circuit Court of Kane County, Illinois.

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

7. **Recording.** The Village may, in its discretion, have this Release e recorded with the Kane County Recorder's Office.

I, THE OWNER, EXECUTE THIS RELEASE AS A FREE AND VOLUNTARY ACT AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Property Owner(s):

[Redacted Signature]

Signature

William Mionz

type or print name

[Redacted Signature]

Signature

Jennifer Misner

type or print name

Village:

Signature

type or print name

Signature

type or print name

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A VARIANCE TO CERTAIN REAL PROPERTY
LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
(200 Red Hawk Road – Shed in Easement)**

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

THIS ___ DAY OF _____, 2024

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

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A VARIANCE TO CERTAIN REAL PROPERTY
LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
(200 Red Hawk Road – Shed in Easement)**

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

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

WHEREAS, Chapter 7 of the Municipal Code of Hampshire of 1985 (the “Village Code”), which is known as the subdivision ordinance (the “Subdivision Ordinance”) sets forth subdivision requirements and procedures for the Village; and

WHEREAS, there exists certain real property located at the address commonly known as 200 Red Hawk Road, Hampshire, Illinois 60140 (the “Property”); and

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

WHEREAS, the Petitioner is seeking a variance from the Subdivision Ordinance, which prohibits sheds or structures from being placed in easements, so that the Petitioner can place a shed in an easement at the Subject Property (the “Relief); and

WHEREAS, Section 7-5-7 of the Subdivision Ordinance authorizes the planning and zoning commission (the “PZC”) to recommend variations to the Village Board regarding the regulations set forth in the Subdivision Ordinance; and

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

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

WHEREAS, the PZC considered each of the factors set forth in Subsection 7-5-7 of the Subdivision Ordinance and based on the testimony and evidence given at the Hearing, the PZC made certain findings of fact and recommended to the Corporate Authorities that the Relief be granted and approved (the “Findings of Fact”), attached hereto and incorporated herein as Exhibit A, and any conditions imposed in connection therewith; and

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

WHEREAS, the Corporate Authorities have found that approving the Relief would not affect the Village’s comprehensive plan or the spirit of the Subdivision Ordinance; 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 Relief, subject to any conditions imposed by the PZC;

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

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

SECTION 2. After thoughtful consideration, the Corporate Authorities hereby accept the PZC's Findings of Fact and, based on the Petition and other testimony and evidence, including that the pad for the shed has already been constructed based on a permit issued by the Village or a contractor thereof and the Petitioner has signed an agreement acknowledging the risk of placing a shed in an easement, the Village Board, hereby finds that approving the Relief will not affect the Village's comprehensive plan or the spirit of the Subdivision Ordinance and, therefore, agrees with and accepts the Findings of Fact. Based on the foregoing and the Findings of Fact, the Corporate Authorities hereby authorize, approve and grant the Relief, subject to any conditions imposed.

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

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

SECTION 5. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. In the event of any conflict between the terms of this Ordinance and the terms of the Village Code, or any other code, ordinance or regulation of the Village, the terms of this Ordinance shall control and prevail in all instances.

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

SECTION 8. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

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

ADOPTED THIS __ DAY OF _____, 2024.

YEAS/AYES: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(FINDINGS OF FACT)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

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

**AN ORDINANCE GRANTING A VARIANCE TO CERTAIN REAL PROPERTY
LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
(200 Red Hawk Road – Shed in Easement)**

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

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

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

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

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

To: Jay Hedges, Village Administrator, Village of Hampshire
From: Sharon Durling, President, Illinois Aggregation Consultants
Date: 24 October 2024
Re: Village of Hampshire Municipal Electric Aggregation Program

Background: On March 20 2012, Hampshire residents approved a referendum authorizing the Village to operate an opt-out electric aggregation program for residents and small businesses. The Village operated a program from 2012 to 2021 at which time it was suspended when no bids guaranteed savings versus the ComEd rate. Today, the ComEd rate remains among the lowest rates available. (14% of Hampshire residents are enrolled in private contracts. To note: most offers noted by the ICC are significantly higher than the ComEd rate of 6.47¢.)

At last program, 80 percent of Hampshire ratepayers participated. Some residents expressed appreciation for the program, knowing the municipality is reviewing rates. There were some residents who find the purchase of electricity confusing, and were pleased the Village managed a program on their behalf.

With the drop in the ComEd Rate, Illinois Aggregation Consultants (IAC) developed a new aggregation program wherein residents are guaranteed to pay the ComEd rate exactly. The benefits are Renewable (Green) Energy offsets or a civic contribution--at zero added cost. Nearly every municipal electric aggregation program in ComEd territory today is an iteration of this ComEd Price Match program.

How it Works:

- Every electric account establishes unique usage patterns from volumes consumed during peak demand periods.
- The cost to produce electricity is highly variable, yet required to be available on demand.
- Suppliers analyze those patterns to discover the actual cost to serve each account.
- Accounts whose cost is historically lower will move to the supplier; other remain with ComEd. Important to note: all pay the same rate; no variance. Zero added cost.

Impact to Ratepayers:

- No savings nor loss; guaranteed to pay exactly ComEd rate
- All receive notice of the program and may choose to opt out or vacate at any time
- Never an early termination fee, no added fees
- All residents continue to be billed by ComEd

Value to Community: Village receives 1) Civic Contribution or 2) Green Energy and EPA partnership designation at zero added cost, and no cost to Village.

For Consideration: Supplier MC Squared Energy Services offers a ComEd Price Match Electric Aggregation for a 24-month term with two options.



1. **Green Energy:** 10% Renewable Energy offsets for the entire Village and Hampshire earns designation as EPA Green Power Partner

-OR -

2. **Civic Contribution** to Village with no restrictions as to use. Two options:
 - a. Cumulative \$30,000 paid monthly for two-year term starting February 2025
 - b. Cumulative \$35,000 paid monthly for a two-year term starting April 2025, i.e., the offer is higher with a delayed start date

Action: Should the Village choose to accept one of the Price Match Offers, Board may vote to pass ordinance to authorize Mayor or his designee to sign Master Power Supply Agreement.

IAC has served as consultant to the Village for the Referendum's public hearings in 2012 as well as for its previous bids. It is helpful for staff to work with a consultant familiar with energy prices and markets trends. This knowledge helps both in timing and strategy for the bids. IAC is not compensated by the Village but as an ICC-licensed agent/broker consultant is compensated by the supplier, should the Village elect to resume the program.



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 November 7, 2024
RE: Ordinance Approving an Intergovernmental Agreement with the City of Elgin regarding a Boundary Line Agreement

Background: The Village of Hampshire and Village of Burlington entered into a Boundary Line Agreement in 2003. Per state statute, the agreement can only be for a maximum of twenty (20) years. The original agreement expired in November 2023. The City of Elgin would like to extend the Boundary Line Agreement per the terms of the original agreement.

Analysis: The proposed boundary line map is attached. The areas generally north and west of the line are within the Village of Hampshire's jurisdiction. The area generally south and east of the line are within the City of Elgin's jurisdiction.

Recommendation: Village staff recommend the Village Board to approve an extension to the Intergovernmental Agreement with the City of Elgin regarding a Boundary Line Agreement.

Exhibits:

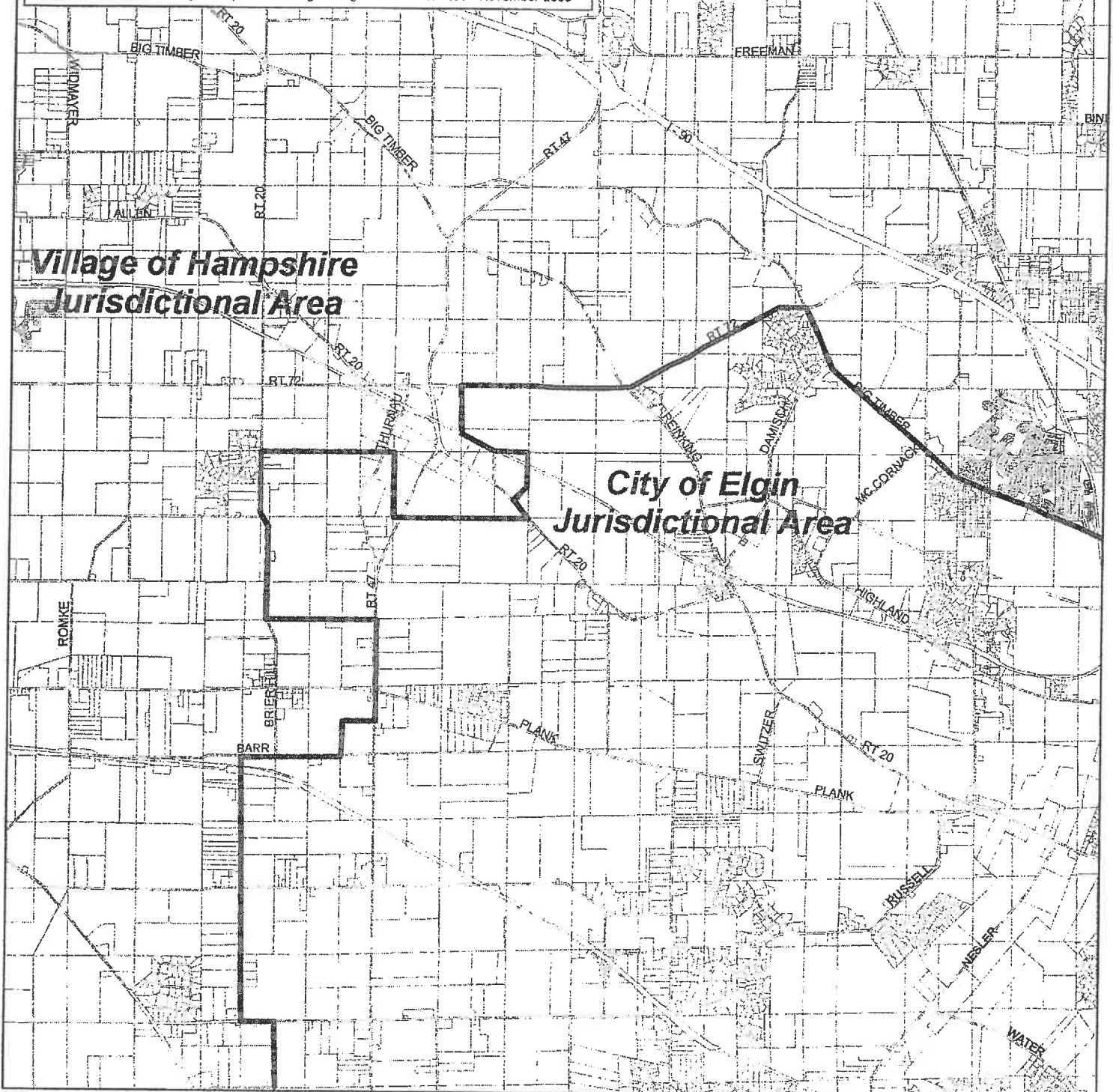
1. Ord. 03-31: 2003 Boundary Line Agreement with City of Elgin
2. Ord. 24-XX: 2024 Boundary Line Agreement Extension with City of Elgin

Exhibit 1 City of Elgin - Village of Hampshire Jurisdictional Areas

 Jurisdictional Boundary Line



Map prepared by City of Elgin - Dept. of Planning & Neighborhood Services - November 2003



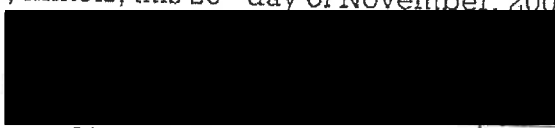
Elgin

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATION

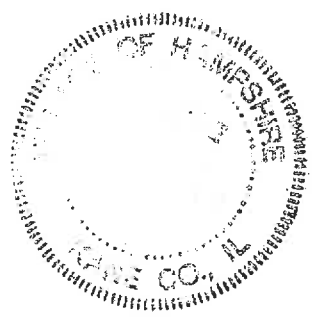
I, Linda R. Vasquez, duly appointed Village Clerk for the Village of Hampshire, state that the attached copy of Ordinance No. 03-31 is a true and accurate copy of said Ordinance No. 03-31, the original of which is on file within the Village of Hampshire at the Office of the Village Clerk, 234 South State Street, Hampshire, Illinois.

DATED at Hampshire, Illinois, this 20th day of November, 2003.



Linda R. Vasquez, Village Clerk

A handwritten mark resembling a stylized '1' or a vertical line with a loop at the bottom, located below the name Linda R. Vasquez.



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**AN ORDINANCE
APPROVING, AND AUTHORIZING THE EXECUTION OF,
A JURISDICTIONAL BOUNDARY LINE AGREEMENT WITH
THE CITY OF ELGIN**

WHEREAS, there has been presented to the Corporate Authorities for its review and approval, a certain Intergovernmental Agreement to establish a jurisdictional boundary line between the Village, and the City of Elgin, for annexation, land use planning, zoning and subdivision control purposes, pursuant to the authority therein recited, and according to the terms and provisions therein contained; and

WHEREAS, the Corporate Authorities have reviewed and considered the terms and provisions of the proposed Agreement and find that it would be in the best interests of the health, safety and welfare of the residents of the Village to approve said Agreement, and to authorize the Village President and Clerk to sign said Agreement.

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

Section 1. The Intergovernmental Agreement Between the Village of Hampshire and the City of Elgin Regarding Jurisdictional Boundaries and Facility Planning Areas, in words and figures as set forth on the attached Exhibit A, incorporated herein by this reference, shall be and hereby is approved.

Section 2. The Village President and Village Clerk, respectively, shall be and hereby are authorized to execute and deliver said Agreement, in duplicate original.

Section 3. The Village Clerk shall forward to the City Clerk of the City of Elgin a certified copy of this Ordinance, and the original Agreement, bearing the signatures of the Village President and Village Clerk, in accordance with Paragraph 9 thereof.

Section 4. Any motion, order, resolution, or ordinance in conflict with the terms and provisions of this Ordinance shall be and is, to the extent of such conflict, hereby superseded and waived.

Section 5 This Ordinance shall become effective upon its passage and approval according to law.

ADOPTED THIS 20th DAY OF NOVEMBER, 2003.

AYES: 6 Anderson, Brown, Ruth, Swalwell, Szydlowski, Taylor

NAYS:

ABSENT: _____

ABSTAIN: _____

APPROVED THIS 20th DAY OF NOVEMBER, 2003.

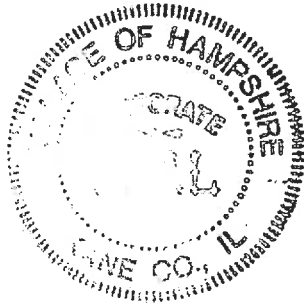
[Redacted Signature]

William Schmidt
Village President

ATTEST:

[Redacted Signature]

Linda Vasquez
Village Clerk



2004K000586

SANDY WEGMAN
RECORDER
KANE COUNTY, IL

RECORDED ON
01/05/2004 08:33AM

REC FEE: 35.00
PAGES: 14

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF HAMPSHIRE AND THE CITY OF ELGIN
REGARDING JURISDICTIONAL BOUNDARIES AND FACILITY PLANNING AREAS

This Instrument Prepared by and
Return to After Recording:

WILLIAM A. COGLEY
Corporation Counsel
City of Elgin
150 Dexter Court
Elgin, IL 60120-5555

chg
35-

4

35
1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF HAMPSHIRE AND THE CITY OF ELGIN
REGARDING JURISDICTIONAL BOUNDARIES AND FACILITY PLANNING AREAS

THIS AGREEMENT is made and entered into this 20th day of November, 2003, by and between the VILLAGE OF HAMPSHIRE, an Illinois municipal corporation, Kane County, Illinois (hereinafter referred to as the "Village of Hampshire"), and the CITY OF ELGIN, an Illinois municipal corporation, Cook and Kane Counties, Illinois (hereinafter referred to as the "City of Elgin").

WHEREAS, the Village of Hampshire and the City of Elgin have each adopted a comprehensive plan pursuant to Section 11-12-7 of the Illinois Municipal Code (65 ILCS 5/11-12-7), and for the City of Elgin, also pursuant to its home rule powers; and

WHEREAS, municipalities may enter into jurisdictional boundary agreements pursuant to 65 ILCS 11-12-9 and pursuant to the home rule powers of the City of Elgin; and

WHEREAS, the Village of Hampshire and the City of Elgin have given consideration to the natural flow of storm water drainage within the subject unincorporated territory referred to in this agreement; and

WHEREAS, a jurisdictional boundary agreement is a useful tool for the implementation of the aforesaid official comprehensive plans; and

WHEREAS, the Village of Hampshire and the City of Elgin deem it to be in their own respective interests to agree to a boundary

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line between the Village of Hampshire and the City of Elgin for planning and annexation purposes; and

WHEREAS, the Village of Hampshire and the City of Elgin utilize separate municipal wastewater treatment systems; and

WHEREAS, the Illinois Environmental Protection Agency (IEPA), through the Northeastern Illinois Planning Commission (NIPC), has previously designated a Facility Planning Area (FPA) for the Village of Hampshire, and for the City of Elgin through the Fox River Water Reclamation District (FRWRD); and

WHEREAS, the Village of Hampshire and the City of Elgin desire to cooperate, by way of this agreement, to amend their FPA boundary lines to allow themselves to more efficiently provide wastewater services within the area assigned to each municipality by this agreement; and

WHEREAS, each party hereto understands that this agreement is not binding on the IEPA, or on NIPC, and that the purpose of this agreement is to describe an area, given existing conditions, for providing wastewater services in that territory which currently lies between the existing boundaries of the Village of Hampshire and the City of Elgin; and

WHEREAS, it is in the mutual interests of the Village of Hampshire and the City of Elgin to plan for development and to provide for the general welfare of their respective residents by proceeding with expansion beyond their present municipal boundaries in an orderly and determined fashion.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The parties have prepared a drawing attached hereto and made a part hereof as Exhibit 1.

2. The area designated on Exhibit 1 as the "Village of Hampshire Jurisdictional Area," lying generally north and west of the line depicted thereon, shall be subject to the jurisdiction of the Village of Hampshire for annexation, land use planning, zoning and subdivision control and shall be made a part of the FPA and jurisdictional boundaries of the Village of Hampshire. The City of Elgin shall refrain from objecting in any and all proceedings necessary to establish said FPA and jurisdictional boundaries. The City of Elgin further agrees not to otherwise oppose any Village of Hampshire request to amend its FPA for property located in the Village of Hampshire Jurisdictional Area.

3. The area designated on Exhibit 1 as the "City of Elgin Jurisdictional Area," lying generally south and east of the line depicted thereon, shall be subject to the jurisdiction of the City of Elgin for annexation, land use planning, zoning and subdivision control and shall be made part of the FPA for FRWRD for the City of Elgin and shall be part of the jurisdictional boundaries of the City of Elgin. The Village of Hampshire shall refrain from objecting in any and all proceedings necessary to establish said

FPA and jurisdictional boundaries. The Village of Hampshire further agrees not to otherwise oppose the City of Elgin and/or FRWRD's request to amend its FPA for property located in the City of Elgin Jurisdictional Area.

4. Neither the Village of Hampshire nor the City of Elgin shall act to annex or exercise any zoning authority or subdivision control authority within the jurisdictional area of the other municipality as depicted on Exhibit 1 nor will either the Village of Hampshire or the City of Elgin object to the annexation, planning, zoning or subdivision of property within the jurisdictional boundary assigned to the other party by this agreement.

5. The parties shall cooperate as reasonably necessary, in the establishment of Facility Planning Area boundaries in accordance with the terms of this agreement; and upon either party (and/or FWRD on behalf of the City of Elgin) filing a petition with NIPC for approval of such boundaries by the IEPA or others, in order to implement the terms of this agreement, the other party shall cooperate as reasonably necessary in the processing of such petition consistent with this agreement. In accordance with the terms of this agreement, in the event any application for a Facility Planning Area amendment the Village of Hampshire has previously filed with NIPC includes any territory within the City of Elgin Jurisdictional Area, the Village of Hampshire shall amend the application for a Facility Planning Area amendment it has

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previously filed with NIPC by deleting therefrom the territory included within the City of Elgin Jurisdictional Area before resuming any proceedings for recommendation by NIPC and approval by IEPA.

6. The parties acknowledge and agree that, in the event of a breach by one of them of the covenants contained in Paragraphs 2, 3, 4 or 5, each of which alone is a material element of this agreement, the other party shall be aggrieved and will suffer damages which are immediate, great and irreparable, and for which no adequate remedy at law exists; and accordingly, in the event of such breach by one party, the aggrieved party shall have the right to seek an order from a court of competent jurisdiction, preliminarily and/or permanently restraining and/or enjoining the breaching party from any further breach of said covenant or covenants and curing such breach. This right to injunctive relief shall be in addition to and not in lieu of any and all other rights or remedies available to the aggrieved party under applicable Illinois law.

7. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns for a term of twenty (20) years from and after the date said agreement has been approved by ordinance of the second of the parties to enact same.

8. If any section, paragraph, subdivision, clause, sentence or provision of this agreement shall be adjudged by any court of

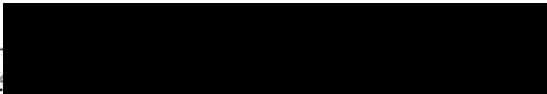
competent jurisdiction to be void or invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue to be in full force and effect.

9. The Village of Hampshire and the City of Elgin each shall adopt an ordinance approving the terms and provisions of this agreement and authorizing the Village President and Village Clerk and the Mayor and City Clerk to execute and deliver this agreement. Upon execution, the clerk of each municipality shall forward to the clerk of the other municipality a certified copy of the ordinance so enacted, together with the agreement, signed in duplicate original, so that each municipality shall have one fully executed document on file.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this agreement on the date and year first written above in Kane County, Illinois

VILLAGE OF HAMPSHIRE

CITY OF ELGIN


By 
Mayor

By 
Mayor

Attest:

Attest:


Village Clerk


City Clerk

F:\Legal Dept\Agreement\Boundary Agreement-Village of Hampshire.doc
Draft 11/18/03

EXHIBIT 1

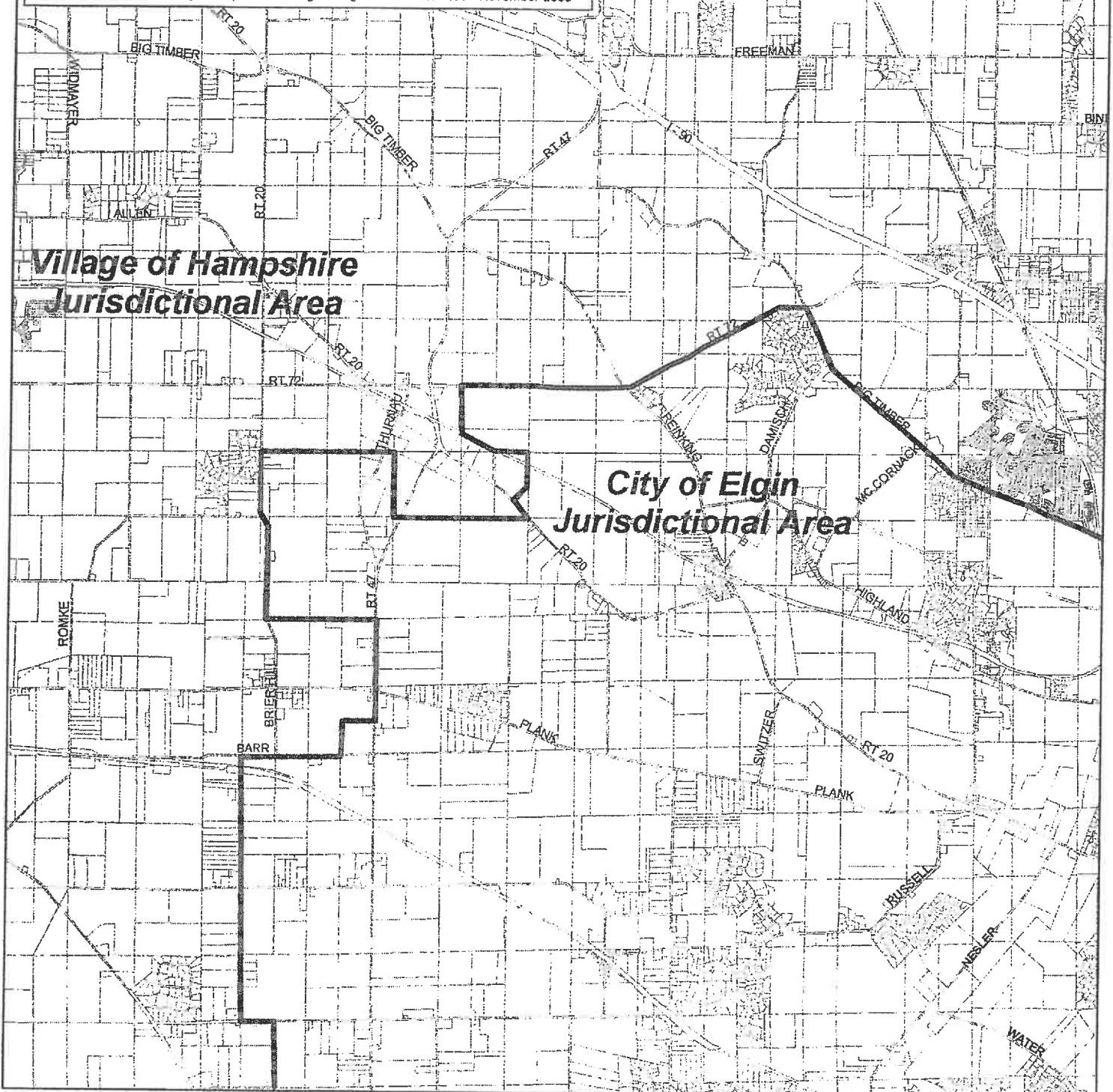
Map depicting Village of Hampshire Jurisdictional Area and City of Elgin Jurisdictional Area

Exhibit 1 City of Elgin - Village of Hampshire Jurisdictional Areas

 Jurisdictional Boundary Line



Map prepared by City of Elgin - Dept. of Planning & Neighborhood Services - November 2003



State of Illinois)
County of Kane) ss.
City of Elgin)

CERTIFICATE OF CITY CLERK

I, Dolonna Mecum, DO HEREBY CERTIFY that I am the City Clerk of the City of Elgin, in the Counties of Kane and Cook in the State of Illinois, and that as such City Clerk I am the keeper and custodian of the files and records of said City of Elgin and the seal thereof.

I DO FURTHER CERTIFY that the attached is a full, true, and correct copy of:

Ordinance No. S36-03

AN ORDINANCE
AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF HAMPSHIRE AND THE CITY OF ELGIN REGARDING
JURISDICTIONAL BOUNDARIES AND FACILITY PLANNING AREAS

adopted by the Elgin City Council at its legally convened meeting held on November 19, 2003.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the City of Elgin at the said City in the County and State aforesaid this 15th day of December, 2003.



City Clerk

(SEAL)

AN ORDINANCE
AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF HAMPSHIRE AND THE CITY OF ELGIN REGARDING
JURISDICTIONAL BOUNDARIES AND FACILITY PLANNING AREAS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELGIN, ILLINOIS, that Ed Schock, Mayor, and Dolonna Mecum, City Clerk, be and are hereby authorized and directed to execute an Intergovernmental Agreement on behalf of the City of Elgin with the Village of Hampshire regarding jurisdictional boundaries and facility planning areas, a copy of which is attached hereto and made a part hereof by reference.

s/ Ed Schock
Ed Schock, Mayor

Presented: November 19, 2003
Passed: November 19, 2003
Vote: Yeas: 6 Nays: 0
Recorded: November 20, 2003
Published:

Attest:

s/ Dolonna Mecum
Dolonna Mecum, City Clerk

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING THE EXTENSION OF AN INTERGOVERNMENTAL AGREEMENT REGARDING JURISDICTIONAL BOUNDARIES AND FACILITY PLANNING AREAS BETWEEN THE CITY OF ELGIN AND THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS

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

THIS ___ DAY OF _____, 2024

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

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE AUTHORIZING AND APPROVING THE EXTENSION OF AN
INTERGOVERNMENTAL AGREEMENT REGARDING JURISDICTIONAL
BOUNDARIES AND FACILITY PLANNING AREAS BETWEEN THE
CITY OF ELGIN AND THE VILLAGE OF HAMPSHIRE,
KANE AND MCHENRY COUNTIES, ILLINOIS**

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

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

WHEREAS, pursuant to Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9), the Corporate Authorities may enter into a boundary line agreement (“BLA”) with the corporate authorities of another municipality regarding unincorporated territory that is within one and one-half (1½) miles of the boundaries of the municipalities; and

WHEREAS, the City of Elgin (“Elgin”) and the Village previously entered into a BLA to designate the jurisdictional boundaries of Elgin and the Village (collectively, the “Parties”); and

WHEREAS, the BLA was effective for a term of twenty (20) years, but the BLA may be extended, renewed or revised at the end of the term by further agreement of the Parties; and

WHEREAS, to avoid potential disputes and to ensure that the Parties can control development within their agreed upon areas, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to authorize and approve an extension of the BLA (the “Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, notice of the proposed Agreement was provided in accordance with the provisions of Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9);

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 _____, 2024.

AYES/YEAS: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(AGREEMENT)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

I, 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 EXTENSION OF AN INTERGOVERNMENTAL AGREEMENT REGARDING JURISDICTIONAL BOUNDARIES AND FACILITY PLANNING AREAS BETWEEN THE CITY OF ELGIN AND THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS

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

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

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

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

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

AGENDA SUPPLEMENT

TO: President Reid and Village Board

FROM: Lori Lyons, Finance Director

FOR: November 7, 2024 Village Board Meeting

RE: Resolution approving a sole source service agreement with American Pipeline Solutions for cleaning the Well 13 raw watermain.

Background. The Well 13 raw water transmission line that conveys water from the Klick Street well site to the drinking water treatment plant on Harmony Road needs to be cleaned out. This Well has a higher concentration of iron than is typically seen in deep sandstone well and over time this has accumulated within the main over time.

Analysis. With the guidance of EEI, staff has evaluated the options to clean the line and is recommending a technique called Ice Pigging. The technology utilized an ice plug under pressure to scour the inside of the pipe and forces debris out of a hydrant. One of the advantages of this technique is that it creates very little waste product and it can be sent to through the sanitary sewer. Naperville has used this technique on multiple occasions with success. American Pipeline Solutions performs this specialized service as a sole source provider. There is a provision within the contract for additional load and mobilization but this request at this time is for the estimated project cost of \$88,862.00. The 20% mobilization fee of \$17,372 is included in accounts payable as payment will be made by ACH under the assumption this will be approved. If the service agreement is not approved, accounts payable will be adjusted accordingly.

If you would like to learn more about the ice pigging technique American Pipeline Solutions (Suez) has this YouTube video available: <https://www.youtube.com/watch?v=EAIYoQKGxOI>

Recommendation. Staff requests the Board approval of the attached resolution authorizing the acceptance of the attached services agreement with American Pipeline Solutions at a total cost of \$88,862.00.



ICE PIGGING

AMERICAN PIPELINE SOLUTIONS

84 Johnson Avenue, Suite A
Hackensack, New Jersey 07601-4824
201-525-0088
www.americanpipelinesolutions.com

July 23rd 2024

Sole Source Letter

To Whom it May Concern,

This letter serves to provide verification that the Sole Source Provider of the Ice Pigging technology service utilized on various types of pipelines in the territory of the United States of America is American Pipeline Solutions, Inc. (Federal-ID # 83-1502324.)

The previous sole source provider in the U.S., Suez, no longer provides this service.

The headquarters of American Pipeline Solutions, Inc. is located at 84 Johnson Avenue, Suite A, Hackensack, New Jersey, 07601-4824.

Very truly yours,

Rex Murphey

Rex Murphey
President
American Pipeline Solutions, Inc.

Resolution 24 –XX

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS
AND APPROVING A SERVICE AGREEMENT
WITH AMERICAN PIPELINE SOLUTIONS FOR
CLEANING THE WELL 13 RAW
WATERMAIN IN THE
VILLAGE OF HAMPSHIRE**

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

WHEREAS, the raw watermain conveying the water from Klick Street to the drinking water treatment plant on Harmony Road is in need of cleaning; and

WHEREAS, it has been determined that it is in the best interest to provide for the preservation of public health and safety of the Village of Hampshire and its citizens and to have this line cleaned using a technique called ice pigging; and

WHEREAS, American Pipeline Solutions has provided a Service Agreement for this project in the amount of \$88,862.00 attached as Exhibit A; and

WHEREAS, the Village President and Board of Trustees have further determined that it is in the best interest of the Village and the public to waive competitive bidding and accept the quote provided by American Pipeline Solutions, a sole source provider of the service.

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 one. The Village of Hampshire hereby determines that a formal bidding procedure is not in the best interest of the Village for the cleaning of the Well 13 raw watermain.

Section two. The Ice Pigging Services Agreement provided by American Pipeline Solutions in the form attached to this Resolution as Exhibit A is hereby approved.

Section three. The Village Manager is hereby authorized to sign the Ice Pigging Services Agreement provided by the Vendor for the completion of this project in the amount not to exceed \$88,962.00.

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

ADOPTED THIS 7th day of November 2024, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 7th day of November 2024.

Michael J. Reid, Jr.
Village President

ATTEST:

Karen Stuehler
Village Clerk



ICE PIGGING

AMERICAN PIPELINE SOLUTIONS

84 Johnson Avenue, Suite A
Hackensack, New Jersey 07601-4824
201-525-0088

www.americanpipelinesolutions.com

Ice Pigging Services Agreement

September 5, 2024

Mr. Mark Montgomery,
Village of Hampshire, IL.
234 S. State St.
Hampshire, IL. 60140.

Re: Ice Pigging – Raw Water Main.

Our Ref: APS-IP-253

Thank you for the opportunity to provide you with pricing for performing ice pigging to remove sedimentation from a raw water main in Hampshire, IL.

Pricing is based upon the information that you (Owner) provided to American Pipeline Solutions, Inc. (APS) and is inclusive of a one-day (500 mile) mobilization. The prevailing wage category that applies to this project is;

Laborer Skilled (Highway) Please confirm or state otherwise.

The water main is approximately, **8,716 LF of 12-inch ductile iron pipe.**

The primary goal of this project is to remove the sedimentation that has been deposited within the pipeline.

Based on the data provided, APS estimates this project will take **four full loads** (10-ton capacity) of ice to complete the cleaning of this line.

APS's estimate for the above referenced project is; **\$88,862**

20% Mobilization Fee = \$17,372 (To be paid via ACH at time of acceptance) or;

25% Mobilization Fee = \$21,715, if **not** paying via ACH.

Additional loads = \$15,000 per load

Additional mobilization (over 500 miles/one day) will be charged at a rate of \$22,791 per day.

Pricing subject (but not limited) to the following conditions:

1. APS shall produce approximately 2,700 gallons of ice slurry for delivery to the water mains each day of work to clean sediments, loose deposits, and biofilms from the water mains covered under this proposal.
2. Ice pigging procedures are listed in **Addendum A**.
3. This price is based on completing one full pass of the entire pipe or network according to the proposed run schedule in **Addendum B**.
4. APS shall provide a report summarizing the daily cleaning events and a chemical, biological and mechanical analysis of sediments removed each day. **Note: Due to high demand, reports may take up to three months to generate.**
5. Owner agrees that there is considerable expense to produce 2,700 gallons of ice slurry and that the ice slurry cannot be held for more than 12 hours before it becomes unusable. If on a scheduled workday, the Owner cannot isolate the water main or does not have the needed personnel, APS shall charge the Owner the Full Daily Rate of \$15,000 per day.
6. APS shall not charge Owner the above-mentioned Daily Rate, if APS cannot perform the complete day's work due to those factors under APS control, i.e., the ice is not in suitable condition, APS cannot provide the necessary labor, equipment failure, etc.
7. Once delivered to the job site, ownership of the ice slurry is transferred to Owner. All ice delivered to and removed from the water main, along with the wastes generated from the resulting process shall be the sole property of the Owner. The Owner shall dictate the specific disposal procedures to be employed during the process.
8. Owner agrees to provide the following:
 - a. All potable water necessary to create the ice slurry,
 - b. Secure location to stage the equipment required for ice production,
 - c. Network operators to isolate and re-open valves and hydrants during the project,

- d. MOT (Maintenance of Traffic) procedures in accordance with the requirements written in The Manual of Uniform Traffic Devices, or similar local procedures,
- e. A tanker truck to haul the wastes where a sanitary sewer is not in close proximity. **Note: The discharge should not be to ground unless specific approval from the Owner is granted,**
- f. Exercise all relevant valves and hydrants and test for operational working order prior to project commencement,
- g. A complete isolation of the main on each day of operation,
- h. Fire hydrants **OR** suitable ice insertion fittings of 2" or greater with valve control installed at the locations to be determined following a pre-construction site inspection.

Please contact me with any concerns you may have, I'll be happy to discuss the project in more detail with you.

Yours sincerely,



Paul Treloar

**Head of Ice Pigging
 American Pipeline Solutions
 Office: 201.525.0088
 Cell: 321-417-1162**

Acceptance of Proposal -To make a reservation for the ice pigging equipment and secure a scheduled start date, please confirm your acceptance of this proposal by signing below:

I accept and confirm the above terms and conditions as described herein by signing below:

Print name:	Sign:	Date:
Title:	Company:	

Seal:

**GENERAL TERMS AND CONDITIONS FOR
American Pipeline Solutions, INC. Contracts**

1. Price and Payments:

- a) Mobilization fee of 20% of full price to be paid prior to mobilization, or 25% if not paying by ACH.
- b) Price does not include sales or local taxes where applicable.
- c) Tax liability, if applicable, shall be solely the responsibility of the purchaser.
- d) If account is tax exempt, a current and valid tax-exempt certificate is required.
- e) **Note: Price is based on fuel costs at time of writing and is subject to change based on prices at time of project.**
- f) Final pricing can only come after review of an issued PO or Service contract.
- g) Terms are Net 30 days from completion of services.
- h) Past due amounts over 30 days are subject to a monthly finance charge of a maximum of 1-1.5% or annual pct rate of 18.5%
- i) This quote is provided based on APS's present insurance coverage. If additional insurance is required, then the cost to obtain increased coverage will be added to this quote.
- j) All stated prices and terms will remain in effect 90 days from date of this proposal.
- k) No funds shall be withheld as retainage as American Pipeline Solutions, Inc. is performing a service only project.
- l) In the event there is a requirement to be a member of any third-party compliance group or consortium other than those APS already is a member, in order to work with and for your company; the cost of said registration and/or any other fees associated with same will be added to this proposal.

2. APS will not be responsible for any charges, claims, or demands due to any alleged neglect or default on our part unless written notice thereof shall have been delivered to us within ten (10) days after the alleged occurrence or said neglect or default. We shall not be responsible for any charges for work performed, or materials furnished, unless ordered in writing and receipt thereof acknowledged by our authorized representative.

3. If the Owner cancels or postpones the project less than 30 days prior to scheduled start date, the full project price shall be owed to APS

4. If the Owner reduces the project scope of work less than 30 days prior to scheduled start date, the full project price shall be owed to APS.

Any and all prequalification, vendor set up, safety, compliance, contract, and/or insurance matters are to be addressed directly to our compliance office to the attention of; Stephanie Blake at stephanie@americapipe.com telephone: 201-525-0557.



Addendum A –

Responsibility		Ice Making Procedure
Owner	1.	The ice delivery unit and ice making unit shall be staged in a suitable level area, preferably a fenced area at a water treatment plant or other facility. The facility needs access to potable water, preferably a hydrant.
APS	2.	The hoses and fittings connecting the ice maker and delivery unit shall be disinfected and connected. This connection makes a closed loop system between the ice maker and delivery unit.
APS	3.	Approximately 2,700 gallons of potable water shall be added to the delivery tank, along with approximately 1100lbs of NSF-60 Certified Sodium Chloride.
APS	5.	The PLC controlling the ice making process shall be started and allowed to run overnight. APS shall monitor the procedure overnight via periodic visits or remote monitoring.
APS	6.	After completion of the ice making process, a small amount of ice shall be tested to determine the ice fraction. If the ice fraction is below the project's requirement, the ice making process shall continue.
APS	7.	Once the ice fraction is in accordance with the project's requirement, then the ice maker shall be shut off and disconnected. The ice contained in the delivery unit shall be delivered to the job site.

Responsibility		On-Site Delivery Actions
Owner	1.	Owner shall setup and maintain MOT (Maintenance of Traffic) procedures in accordance with the requirements written in The Manual of Uniform Traffic Devices, or similar local procedures.
APS	2.	The ice pigging delivery unit shall be parked near the appropriate insertion point. <ul style="list-style-type: none"> • Hoses shall be setup from the delivery unit to the insertion point. • The insertion point shall be flushed to clean out the barrel, then shut off. • The hoses shall be disinfected and connected to the insertion point.
APS	3.	Where possible, the extraction point instrumentation unit shall be setup near the extraction point. <ul style="list-style-type: none"> • Hoses shall be setup from the instrumentation unit to the discharge point. • Hoses shall run from the instrumentation unit to the designated disposal receptacle. • The instrumentation unit shall be connected to the discharge point, and the valve turned on. • Water quality readings shall be taken. • The unit shall be allowed to flow water.
Owner	4.	The final valves shall be closed to isolate the water main.
APS	5.	The isolation of the main shall be verified by the instrumentation unit. The extraction point valve shall be closed after main isolation is verified and before the pressure goes below 20psi in the main.
APS	6.	The entrance insertion point valve shall be opened and the ice slurry pumped into the water main. <ul style="list-style-type: none"> • Prior to pumping the percent solids of the ice slurry shall be documented. The extraction valve shall be operated to allow for the displacement of water by the introduction of the ice and maintain the pressure above 20psi in the main.
APS	7.	Once the appropriate amount of ice slurry has been delivered, the insertion point and extraction point valve shall be closed and the pressure is maintained above 20psi
Owner	8.	IMMEDIATELY, the upstream main line valve shall be opened to supply the needed pressure to push the ice pig through the main.

APS	9.	Once full system pressure, as observed prior to system shutdown, is monitored at the instrumentation unit, the operator shall open the extraction hydrant valve to control the flow of water and monitor the progress of the ice pig.
APS	10.	Once the pig is monitored to arrive, the flow of water shall be diverted from the de-chlorination equipment to flow to the sanitary sewer specified by the Owner.
APS	11.	The water quality shall be monitored and flow shall continue until the water quality returns to the initial water quality readings.
APS	12.	The insertion point shall be flushed to remove any ice that remains between the water main and hydrant.
APS	13.	The entrance and exit locations shall be cleaned up with all materials and equipment removed from the site.
Owner	14.	The downstream main valve shall be opened and returned to full service.

Addendum B – Run Schedule

TBC



To: Village of Hampshire

From: Engineering Enterprises, Inc.

Date: October 28, 2024

Re: Wastewater Treatment Facility UV System Equipment Purchase Letter of Intent - Agenda Supplement

EI Job #: HA2316-V

Background

The Wastewater Treatment Facility (WWTF) utilizes Ultraviolet (UV) disinfection to sterilize pathogens that may be present in discharge from the facility. This is done seasonally between May 1 – October 31 each year, as required by the facility's NPDES Permit. Much of the existing UV disinfection equipment has been in service for approximately 20 years. While staff have been able to replace minor components, such as the bulbs, there are significant components to this system that are failing, obsolete, and no longer supported by the manufacturer. As such, this equipment has been earmarked by staff for replacement. Design work is complete, and proposals are being solicited from select local Contractors for the equipment replacement work. We anticipate seeking Village Board approval to proceed with a bid at the first Board Meeting in December.

In the meantime, there is time-sensitivity related to ordering the UV equipment due to the lead time for submittals, manufacturing, and delivery of the equipment. The new equipment must be online by May 1, 2025 for the WWTF to be in compliance with its NPDES Permit. EEI has reviewed options for equipment manufacturers with staff, and staff has elected to utilize new equipment from Trojan Technologies, which is the manufacturer of the existing equipment. This is highly specialized equipment and only two manufacturers were deemed qualified for the desired system (Trojan and Wedeco). Trojan's proposal was less expensive for the equipment, and resulted in fewer modifications to the existing infrastructure, which will minimize installation costs.

Trojan has identified an option that will help expedite the equipment fabrication and delivery schedule. A Letter of Intent from the Village to Trojan will allow for Trojan to begin preparing a Submittal Package, and possibly also equipment fabrication, before contracting is complete for the equipment replacement work with the Contractor. The Letter of Intent states that the Village will provide initial equipment purchase costs. Once the contract is awarded to the selected Contractor, the Village will novate the agreement to the Contractor so that the Contractor can provide the balance owed and accept responsibility of the equipment, including the warranty. This language is clearly defined in the Project Manual and in the contract that will be executed with the selected Contractor.

Enclosed is the recommended Letter of Intent, as well as Trojan's proposal. This project is in the current FY budget for a total value of \$700,000. Trojan's proposed cost for the equipment is \$292,308. We are recommending the Village Board approve signing and sending this Letter of Intent to Trojan, as well as



payment for up to 40% of the proposal cost, which is \$116,923.20. A payment of \$58,461.60 (20% of the total cost) would occur after Trojan completes and submits Shop Drawings to EEI and the Village. Another payment of \$58,461.60 (20% of the total cost) would occur after EEI and the Village approve the Shop Drawings.

Resolution 24 –XX

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS
AND APPROVING THE LETTER OF INTENT TO
TROJAN TECHNOLOGIES FOR PURCHASE OF THE TROJAN UV 3000PLUS
DISINFECTION SYSTEM FOR THE WASTEWATER TREATMENT PLANT
IN THE
VILLAGE OF HAMPSHIRE**

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

WHEREAS, the wastewater treatment facility utilizes ultraviolet Light disinfection to sterilize pathogens from the discharge at the facility between May 1 and October 31 as required by the facility’s National Pollutant Discharge Elimination System permit; and

WHEREAS, it has been determined that it is in the best interest to provide for the preservation of public health and safety of the Village of Hampshire and its citizens and to provide for the replacement of the current system due to age and obsolescence; and

WHEREAS, it has been further determined, due to equipment fabrication and delivery lead times, to be in the best interest of the Village to execute a letter of intent, Exhibit A attached, with Trojan Technologies for the purchase of the Trojan UV 3000Plus disinfection system at a cost of \$292,308; and

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

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 one. The Village of Hampshire hereby determines that a formal bidding procedure is not in the best interest of the Village for the purchase of UV equipment for the ultraviolet light disinfection system replacement.

Section two. The letter of intent to be remitted to the Vendor is hereby approved for signature in the form attached to this Resolution as Exhibit A providing for the proposed purchase cost for the equipment at \$292,308.

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

ADOPTED THIS 7th day of November 2024, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 7th day of November 2024.

Michael J. Reid, Jr.
Village President

ATTEST:

Karen Stuehler
Village Clerk

November 8, 2024

Rob Jansen
Regional Sales Manager
Trojan Technologies Group ULC
3020 Gore Road
London, ON N5V 4T7

***Re: Notice of Intent to Purchase Equipment
Hampshire WWTP UV System Replacement***

Dear Mr. Jansen:

This letter is to inform you that the Village of Hampshire, Illinois has pre-selected a Trojan Technologies Group ULC Ultraviolet Disinfection System (Trojan UV 3000Plus) as summarized below and as described in the attached scope of supply. The intention is that initial amounts may be paid by the Village and an order for the equipment will be novated over to the selected Contractor upon award of construction and the remaining balance will be paid by them.

The equipment to be supplied by Trojan Technologies is as follows:

Trojan 3000 Plus system installed into one (1) channel with two (2) banks, including but not limited to:

- Two (2) UV banks with 7 modules, 6 lamps per module, 84 lamps total
- Two (2) Power Distribution Centers
- Cleaning system and Hydraulic System Center
- System Control Center with TouchSmart PLC and programming
- UV Sensors

The quotation values upon which the selection was based are as follows:

20% upon Completion of Submittal package by Seller

20% upon Approval of Submittal package by Owner/Engineer

55% upon Shipment or 30 days after Notice to Ship (whichever occurs first)
5% upon Equipment Acceptance or 180 days after Shipment (whichever occurs first)
Total Price of UV Equipment (F.O.B. Jobsite, taxes excluded): \$292,308

Please accept this letter as instruction to proceed with the preparation of the shop drawings. The shop drawings should be prepared as soon as possible and sent electronically to Natasha Woodlock at Engineering Enterprises, Inc., at nwoodlock@eeiweb.com. Once the shop drawings have been received, Engineering Enterprises, Inc. will instruct Trojan regarding submittal of the first invoice. Once the shop drawings are deemed satisfactory, Engineering Enterprises, Inc. will instruct Trojan regarding submittal of the second invoice. Any invoices that Engineering Enterprises, Inc. provides instruction for payment by the Village should be addressed to:

Jay Hedges, Village Manager
Village of Hampshire
234 S. State St.
Hampshire, IL 60140

but sent electronically to Natasha Woodlock at the above-mentioned email address. Following novation of this agreement to the Contractor, the Contractor will assume the responsibility of the remaining balance of cost and for equipment once it arrives to the job site. If you have any questions or need additional information, please contact our office.

Respectfully submitted,

VILLAGE OF HAMPSHIRE

Jay Hedges
Village Manager

Attachment:

Trojan Technologies Group Scope of Supply for Hampshire Replacement Wastewater Treatment Plant, Ultraviolet Disinfection Equipment – Trojan System UV3000Plus.

pc: Stephen Dennison, P.E., Engineering Enterprises, Inc.

AGENDA SUPPLEMENT

TO: President Reid and Village Board
FROM: Lori Lyons, Finance Director
FOR: November 7, 2024 Village Board Meeting
RE: Resolution Waiving Formal Bidding Requirements and Approval of Contract with Vafcon for WWTP VFD Replacements

Background. The Utilities Division of Public Works utilizes Variable Frequency Drives (VFDs) for many of the automated processes at the Wastewater Treatment Plant (WWTP). Without properly functioning VFDs the processes require running in “hand” mode which is time consuming and labor intensive.

Analysis. The FY25 Sewer Budget includes \$160,000 for VFD replacement, and Vafcon has provided a quote for the same. Vafcon is a long-term trusted partner of the Village and will removed the old VFDs, install the new ones and will provide all the required interfacing and programing, startup and testing required to integrated the new VFDs into the exsisting system. The request will approve waive the formal bidding requirement and the entire project which will be completed in phases starting with the Harmony Pump Station Building which are calling Phase One. Vafcon is requesting 50% down to order the VFDs and therefore \$22,500.00 for Phase One is included in Accounts Payable under the assumption this request will be approved. If the request is not approved at this time Accounts Payable will be adjusted accordingly. Additional accounts payable will be reflected as the project phases are undertaken.

Recommendation. Staff requests the Board approval of the attached resolution waiving the formal bidding requirements and authorizing the acceptance of the attached quote for the replacement of VFDs within the stated buildings at the Wastewater Treatment Plant.

Resolution 24 –XX

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS
AND ACCEPTING THE QUOTE OF
VAFCON FOR PURCHASE, INSTALLATION, PROGRAMMING AND STARTUP
OF VARIABLE FREQUENCY DRIVES
IN THE
VILLAGE OF HAMPSHIRE**

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

WHEREAS, Variable Frequency Drives are used to control the flow of wastewater through pumps and blowers as it moves through the treatment process; and

WHEREAS, it has been determined that it is in the best interest to provide for the preservation of public health and safety of the Village of Hampshire and its citizens and to provide for the efficient daily operation of the Village’s Wastewater Treatment Plan to arrange for the replacement of Variable Frequency Drives prior to failure; and

WHEREAS, Vafcon has submitted a quote for this project in the amount of \$160,000.00 attached to this Resolution as Exhibit A; and

WHEREAS, the Village President and Board of Trustees have determined that it is in the best interest of the Village and the public to waive competitive bidding and accept the quote provided by the Vendor, for 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 one. The Village of Hampshire hereby determines that a formal bidding procedure is not in the best interest of the Village for the subject Variable Frequency Drive Replacement Project.

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

Section three. The Village Manager is hereby authorized to sign the quote provided by the Vendor for the completion of this project in an amount not to exceed \$160,000.00.

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

ADOPTED THIS 7th day of November 2024, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 7th day of November 2024.

Michael J. Reid, Jr.
Village President

ATTEST:

Karen Stuehler
Village Clerk



VAFCON

ELECTRONIC SYSTEM DESIGN, REPAIR, AND IMPROVEMENT

EXHIBIT A

Proposal

Date

Quote #

10/24/2024

V240447

BILL TO

Village of Hampshire
234 S. State Street
P.O. Box 457
Hampshire, IL 60140-0457
mmontgomery@hampshireil.org

Project

V240447 WWTP VFD Improvements FY25

Terms:

Upon Receipt

Qty.	Description	Net Price	Total
	VILLAGE OF HAMPSHIRE, IL WWTP VARIABLE FREQUENCY DRIVE IMPROVEMENTS FY25		
3	HARMONY PUMP STATION BUILDING Retrofit of Raw Sewage Pump 4, 5, and 6 Variable Frequency Drives (VFD) Motor Control Center (MCC) section including: - Removal of Square D Altivar 61 VFD - Installation of new FMX TD400 series VFD - Installation of VFD HMI - Interface with existing controls - VFD and PLC programming - Startup and testing	15,000.00	45,000.00
4	DIGESTER BUILDING Retrofit of Blower 1, 2, 3, and 5 Variable Frequency Drives (VFD) Motor Control Center (MCC) section including: - Removal of Square D Flex58KD VFD (1/2/3) - Removal of Square D Altivar 61 VFD (5) - Installation of new FMX TD400 series VFD - Installation of VFD HMI - Interface with existing controls - VFD and PLC programming - Startup and testing	11,000.00	44,000.00
5	THICKENING BUILDING Retrofit of RAS Pump 1, 2, 3 ,4 and WAS Pump 5 Variable Frequency Drives (VFD) Motor Control Center (MCC) section including: - Removal of Square D Altivar 61 VFD - Installation of new FMX TD400 series VFD - Installation of VFD HMI - Interface with existing controls - VFD and PLC programming - Startup and testing	8,200.00	41,000.00
		Total	continued...

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VAFCON

ELECTRONIC SYSTEM DESIGN, REPAIR, AND IMPROVEMENT

Proposal

Date Quote #

10/24/2024 V240447

BILL TO

Village of Hampshire
234 S. State Street
P.O. Box 457
Hampshire, IL 60140-0457
mmontgomery@hampshireil.org

Project

V240447 WWTP VFD Improvements FY25

Terms:

Upon Receipt

Qty.	Description	Net Price	Total
2	<p>RAW SEWAGE PUMP STATION BUILDING Retrofit of Raw Sewage Pump 1 and 2 Variable Frequency Drives (VFD) Motor Control Center (MCC) section including:</p> <ul style="list-style-type: none"> - Removal of Square D Flex58KD VFD RSP1 - Removal of ABB VFD RSP2 - Installation of new FMX TD400 series VFD - Installation of VFD HMI - Interface with existing controls - VFD and PLC programming - Startup and testing <p>TERMS: 50% Down prior to the start of each building, balance due upon completion SHIPPING: Standard shipping included, note rush delivery not included DELIVERY: In stock as of 10/24/24</p>	15,000.00	30,000.00
Total		\$160,000.00	

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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 November 7, 2024
RE: Building Report - October 2024

Building Performance Metrics	<u>October</u>	<u>Monthly Avg.</u>	<u>CY24 TTD</u>
• Total permits issued	52	56	563
○ New single-family homes	10	11.6	116
○ Townhome/duplex units	0	1.2	12
• Avg. plan review time	3.87 days	3.44 days	n/a
• Inspections	668	622	6,215
• Permit fees collected	\$32,177	\$43,580	\$435,800
• Other Village fees collected	\$20,065	\$25,911	\$259,109
 Code Enforcement Performance Metrics	 <u>October</u>	 <u>Monthly Avg.</u>	 <u>CY24 TTD</u>
• No. of complaints	0	0.8	8
• No. of new cases	0	0.8	8
• No. of active cases	2	n/a	n/a

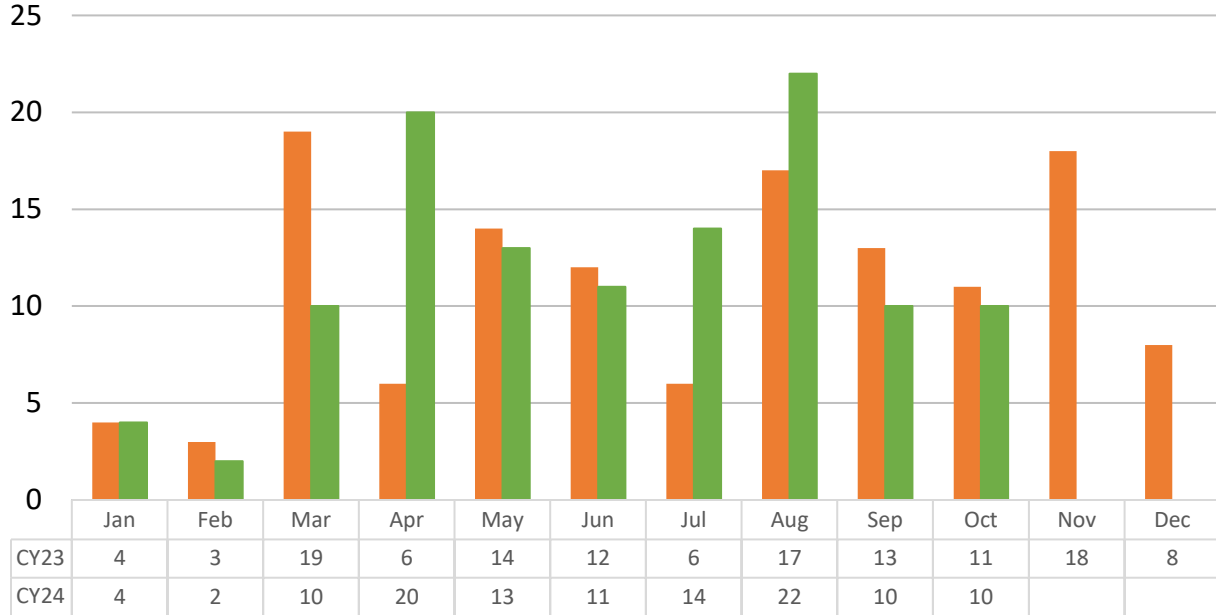
New Single-Family Detached Home Permits Issued

CY TTD

CY23: 131

CY24: 74

■ CY23 ■ CY24



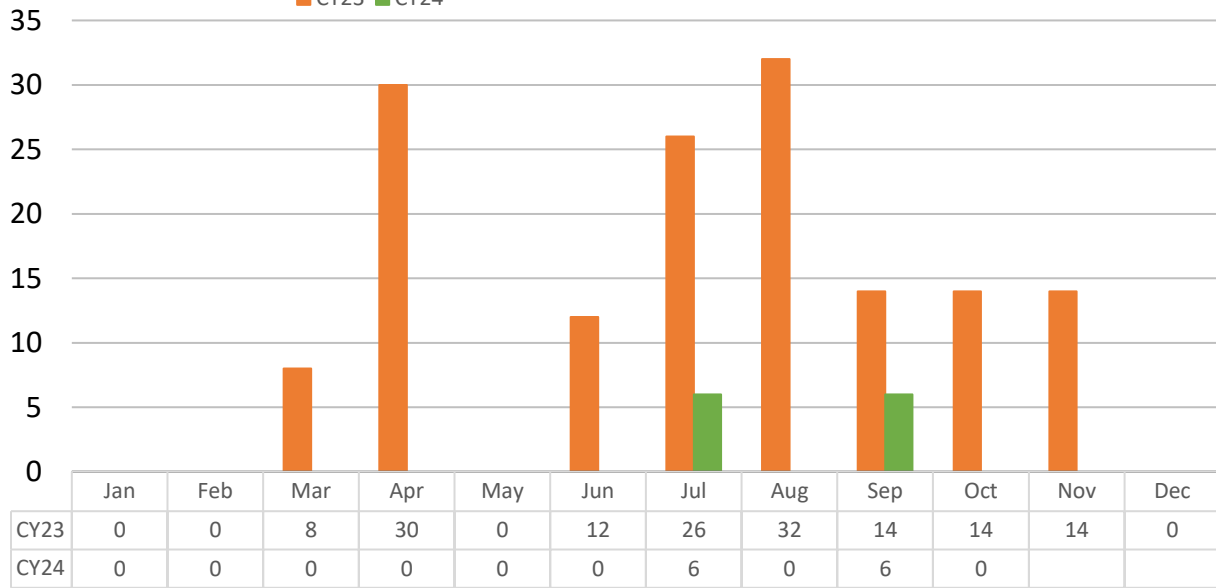
New Duplex/Townhome Units Permits Issued

CY TTD

CY23: 150

CY24: 6

■ CY23 ■ CY24





To: Village President and Board of Trustees

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

Date: October 31, 2024

Re: Monthly Engineering Report

EEI Job #: HA2400-V

All:

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

Village Projects

- Safe Routes to School
 - ✓ Environmental and Cultural Clearance Documentation Submitted to IDOT
 - ✓ Public Information Meeting Held: October 24, 2024, 5 PM to 7 PM at Village Hall
 - Written Comment Accepted Through 11/8/24
- Park and Rinn Storm Sewer Improvements
 - ✓ Grant Approval Process Expected to be Finalized Soon
 - ✓ Then Move into Design
- UV System Replacement
 - ✓ Design Ongoing
- N. State Street
 - ✓ Environmental and Cultural Clearance Documentation Submitted to IDOT
 - ✓ Work on Phase I Requirements Ongoing

Development Projects

- Prairie Ridge K & L, M, and R
 - ✓ LOC Reductions for Neighborhoods K & L and M Approved at 10/17 VBM
 - ✓ Acceptance for Neighborhood R Approved at 10/17 VBM
- Prairie Ridge – North of Kelley Road
 - ✓ Home Construction Ongoing
 - ✓ LOC Reductions for Neighborhoods J and T, Z, & AA Approved at 10/17 VBM
 - ✓ Design for Prairie Ridge North Lift Station Completed – Crown Considering Options
 - ✓ Plans Re-Submitted for Neighborhoods U, V & Y – Under Review
- Tamms Farm
 - ✓ Punchlist Inspections Ongoing



- Stanley North—TRZ Self Storage American General Storage Development
 - ✓ Review of As-Built and Easement Document Issued; Waiting on Resubmittal of Easement Documents
 - ✓ Developer Working on Punchlist Items

- Hampshire 90 Logistics Park
 - ✓ IDOT Route 20 Improvements Need to be Inspected by IDOT
 - ✓ Punchlist Inspections Ongoing

- Hampshire Grove
 - ✓ Construction Completed on Old Dominion Site and Ryan Drive Extension
 - ✓ Ryan Drive and Water Main Acceptance Targeted for 11/21 VBM
 - ✓ Outfall Construction this Fall

- Tinajero Property
 - ✓ Construction Ongoing
 - ✓ Underground Improvements Installed

- Oakstead
 - ✓ Engineering Approved
 - ✓ Waiting on Schedule from Developer
 - ✓ PRV Station Design – Ongoing

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

Pc: Jay Hedges, Village Manager