



Village of Hampshire  
Village Board Meeting  
Thursday, September 19, 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 September 5, 2024
6. A Motion to Appoint Ron Deutsch to the Police Commission for a 3-Year Term
7. Village Manager's Report
  - a. Ordinance Approving a Variance for Outlot 23 Kelley Rd.
  - b. Ordinance Approving a Text Amendment to Ch. 2 Article VIII of the Municipal Code regulating Golf Carts
  - c. Resolution Waiving Bidding Requirements and Approving the Contract with Visu Sewer for Sewer Lining in the Amount of \$25,488
  - d. Resolution Waiving Bidding Requirements and Approving the Contract with Marc Kresmery Construction LLC for Rehabilitation of the Brine Tanks at 10/13 Drinking Water Treatment Plant in the Amount of \$34,515
  - e. Resolution Approving a Professional Services Agreement with Engineering Enterprises, Inc. for Well No. 12 Equipment Removal and Inspection in the Amount of \$19,860
8. Staff Reports
  - a. Streets Report
  - b. Financial Report
9. Accounts Payable
  - a. A Motion to Approve the September 19, 2024, Accounts Payable to Personnel
  - b. A Motion to Approve the September 19, 2024, Regular Accounts Payable
10. Village Board Committee Reports
  - a. Business Development Commission
11. New Business
12. Announcements
13. Executive Session
14. Adjournment

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

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

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



Village of Hampshire  
Village Board Meeting Minutes  
Thursday, September 5, 2024 - 7:00 PM  
Hampshire Village Hall  
South State Street, Hampshire, IL 60140

**1. Call to Order**

Village President Michael J. Reid Jr. called to order the Village Board Meeting at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, September 5, 2024.

**2. Roll Call by Village Clerk, Karen Stuehler:**

Present: Village President Michael J. Reid Jr., Trustee Fodor, Trustee Aaron 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, Lieutenant Neblock, Assistant Village Manager for Development Mo Khan, Finance Director Lori Lyons, Village Attorney James Vasselli. Tim Paulson from EEI joined remotely.

**3. Pledge of Allegiance**

Special guest Michael J. Reid III led the Pledge of Allegiance.

**4. Public Comments**

None

**5. A Motion to Approve the Meeting Minutes from August 15, 2024.**

- a. Trustee Pollastrini moved to approve the meeting minutes for the August 15, 2024, Village Board Meeting.

Seconded by: Trustee Kelly.

All Call Vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion Approved.

**6. Village Manager's Report**

- a. Ordinance 24-31 approving a One Percent (1%) Non-Home Rule Sales Tax.

Trustee Robinson moved to Approve a One Percent (1%) Non-Home Rule Sales Tax.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: Kelly.

Absent: None.

Abstain: None.

Motion Approved.

- b. Ordinance 24-32 Approving a Variance for 411 Champion Drive.

Trustee Koth moved to approve a Variance for 411 Champion Drive.

Seconded by: Trustee Mott.

Roll Call Vote:

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

Nayes: Kelly.

Absent: None.

Abstain: None.

Motion Approved.

- c. Ordinance 24-33 Approving a Text Amendment to Sec. 6-12-2 of the Zoning Ordinance regarding Prohibited Graphics.

Trustee Kelly moved to approve a Text Amendment to Sec. 6-12-2 of the Zoning Ordinance regarding Prohibited Graphics.

Seconded by: Trustee Fodor.

Roll Call Vote:

Ayes: Fodor, Kelly, Mott, Robinson.

Nayes: Pollastrini, Koth.

Absent: None.

Abstain: None.

Motion Approved.

- d. A Motion to Approve the 5-Year Purchase Contract with Axon for Tasers in the Amount of \$38,052.20.

Trustee Kelly moved to approve the 5-Year Contract with Axon for Tasers in the Amount of \$38,052.20.

Seconded by: Trustee Robinson.

Roll Call Vote:

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

Nayes: Kelly.

Absent: None.

Abstain: None.

Motion Approved.

- e. A Motion to Approve the Consent Agenda:

- i. Award Façade Improvement Grant to Delta Yoga at 184 S. State T. in the Amount to Not Exceed \$1,120.35 (75% of Total Project Cost)

- ii. Award Façade Improvement Grant to State Farm at 185 S. State St. in the Amount to Not Exceed \$2,692.50 (75% of Total Project Cost)

- iii. Award Façade Improvement Grant to Style on State at 165 S. State St. in the Amount to Not Exceed \$20,475.00 (75% of Total Project Cost)

Trustee Kelly moved to approve the Consent Agenda:

- i. Award Façade Improvement Grant to Delta Yoga at 184 S. State T. in the Amount to Not Exceed \$1,120.35 (75% of Total Project Cost)

- ii. Award Façade Improvement Grant to State Farm at 185 S. State St. in the Amount to Not Exceed \$2,692.50 (75% of Total Project Cost)

- iii. Award Façade Improvement Grant to Style on State at 165 S. State St. in the Amount to Not Exceed \$20,475.00 (75% of Total Project Cost)

Seconded by: Trustee Koth.

Roll Call Vote:

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

Nayes: Pollastrini.

Absent: None.

Abstain: None.

## 7. Staff Reports

- a. Building Report

No discussion.

b. Engineering Report:

Tim Paulson from EEI reported the waiting on IDOT for the next step for the Safe Route to School Sidewalk Project. Currently, they are waiting to hear for approval from Cultural Clearance.

Trustee Robinson asked that the Village consult with D300 before any projects are done to the roads or sidewalks for the safety of the residents and/or children going to or from school.

8. **Accounts Payable**

- a. A Motion to Approve the September 5, 2024, Accounts Payable to Personnel in the amount of \$179.99.

Trustee Kelly moved to approve the September 5, 2024, Accounts Payable to Personnel in the amount of \$179.99.

Seconded by: Trustee Mott.

Roll Call Vote.

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

Nays: None.

Absent: None.

Abstain: None.

Motion Approved.

- b. A Motion to Approve September 5, 2024, Regular Accounts Payable in the amount of \$284,602.36.

Trustee Kelly moved to approve the September 5, 2024, Regular Accounts Payable in the amount of \$284,60236.

Seconded by: Trustee Robinson.

Roll Call Vote.

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

Nays: None.

Absent: None.

Motion Approved.

9. **Village Board Committee Reports**

- a. Business Development Commission

Trustee Kelly reported that the next meeting will be September 11, 2024.

- b. Public Works Committee

Trustee Kelly asked about the progress of the New Public Works Building.

Village Manager, Jay Hedges reported that progress was continuing and everything was still on track for the project to be completed in January/February of 2026.

c. Budget Committee

No discussion.

10. **New Business**

No discussion.

11. **Announcements**

Village President Reid asked the Village Board regarding the Holiday Tree Lighting Ceremony and if there was interest to do it again this year.

12. **Executive Session**

No discussion.

13. **Adjournment**

Trustee Pollastrini moved to adjourn at 8:31 p.m.

Seconded by: Trustee Fodor.

All Call Vote.

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

Nayes: None.

Absent: None.

Motion Approved.



# Village of Hampshire

234 S. State Street  
Hampshire, IL 60140

## Application to Serve on a Committee or Board

Name Ronald Deutsch Date 9/12/24

Address 202 Red Hawk Rd

City Hampshire State IL Zip Code 60140

Home Telephone \_\_\_\_\_ Work Telephone \_\_\_\_\_ Cell [REDACTED]

Email Address [REDACTED]

How many years have you resided in Hampshire? 20 yrs 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):

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

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

Education Background Bachelor of Science in Chemical Engineering

Current Employer Retired Job Title \_\_\_\_\_

Employment Background: 42 years in the food industry  
General Mills (15 yrs) Pepsico/Quaker Oats (27 yrs)

Briefly indicate your interest in the Commission(s) chosen above Give back to the community.

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

Currently on Board of Police Commission 2019-2024.

Applicant Signature Ronald G. Deutsch Date 9/12/24





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

## Agenda Supplement

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**TO: President Reid; Board of Trustees**  
**FROM: Mo Khan, Assistant Village Manager for Development**  
**FOR: Village Board Meeting on September 19, 2024**  
**RE: PZC-24-05 - Outlot 23 Kelley Rd. - Variance**

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**Background:** Crown Development dba Hampshire West, LLC (Petitioner & Owner) is requesting a variance to Sec. 6-11-2-J of the Hampshire Zoning Ordinance to permit the construction of a gravel parking lot, whereas the code requires it to be a paved surface, for a future park/ballfields to be owned and operated by the Hampshire Township Park District.

Crown Development as part of its Annexation Agreement with the Village of Hampshire is required to development a 29-acre park for the Park District. As part of the development, Crown Development is required to construct/install \$65,000 in improvements. Through discussions with the Park District, it was determined that the most needed improvements were a parking lot and a bike/multi-use path.

It should be noted that the Village Board has approved similar variance requests for gravel parking lots for other projects.

**Planning & Zoning Commission Recommendation:** The Planning & Zoning Commission held a Public Hearing on the matter on September 9, 2024 and recommended denial of the variance request by a vote of 5-1.

The Planning & Zoning Commission found that the Petitioner did not meet the Findings of Fact for a variance.

**Public Comments:** The following public comments were provided regarding the request:

1. Hampshire Township Park District - Letter of Support
2. Kim Krug - 46W755 Kelley Rd.
  - a. Asked about why the parking lot is needed for the proposed park.
3. Doug Bergdahl - 46W781 Kelley Rd.

- a. Stated based on the construction activity on the site that a paved parking lot could've been constructed

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

**Attachments:**

1. Planning & Zoning Commission Agenda Supplement
2. Land Use Application
3. Plat of Subdivision
4. Project Narrative
5. Park District Letter of Support



## AGENDA SUPPLEMENT

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**TO: Planning & Zoning Commission**  
**FROM: Mo Khan, Assistant Village Manager for Development**  
**FOR: Planning & Zoning Commission Meeting on September 9, 2024**  
**RE: PZC-24-05 - Outlot 23 Kelley Rd. - Variance**

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**PROPOSAL:** Crown Development dba Hampshire West, LLC (Petitioner & Owner) is requesting the following in order to operate a public park by the Hampshire Township Park District:

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





**BACKGROUND:** Crown Development as part of its Annexation Agreement with the Village of Hampshire is required to develop a 29-acre park. As part of the development, Crown Development is required to construct/install \$65,000 in improvements to the park and then transfer ownership of the property to the Hampshire Township Park District ("Park District").

From discussions with the Park District, it was determined that the most needed improvements were a parking lot and a bike path. The bike path would connect to the Prairie Ridge trail system.

The Park District is completing a master plan for the Kelley Rd. park, which will ultimately decide the final location of the parking lot, which may differ from the proposed location of the gravel parking lot.

**ANALYSIS:** The subject property is approximately 29 acres with frontage on Kelley Rd. east of Harmony Rd. and is proposed to be used as a public park for the Park District.

The subject property is zoned PRD - Planned Residential District. The following are the adjacent property zoning and uses:

North: PRD: Planned Residential District - Stormwater Detention/Retention Area  
South: Unincorporated - Residential Use  
East: Unincorporated - Farming/Agricultural Use  
West: PRD: Planned Residential District - Stormwater Detention/Retention Area

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

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

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

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



2. That the plight of the owner is due to unique circumstances and that the variation, if granted, will not alter the essential character of the locality.

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

1. That the particular physical surrounds, shape, or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out.
2. That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same district.
3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.
4. That the alleged difficulty or hardship has not been created by any person presently having an interest in the property.
5. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.
6. That the proposed variation will not impair adequate supply of light and air to adjacent property, or substantially increase danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

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

1. The property cannot yield a reasonable return if permitted to be used under the current regulations due to the fact that the Park District as a public agency is limited in funds that are available to improve the property with a paved parking lot. The construction of a gravel parking lot will be keeping character of the locality as the properties across Kelley Rd. are unincorporated and also have gravel driveways.
2. The plight of the owner is unique in that as a public agency funds are limited to constructing a paved parking lot. The Park District's desire is to have a paved parking lot once the Park District's master plan is completed and funds are available. Thus, the request is not based on saving money but rather on pending future plans and funding.

**PUBLIC COMMENTS:** Village staff received a Letter of Support by the Park District, which is included as an attachment to this Agenda Supplement.



Village of Hampshire  
234 S. State Street, Hampshire IL 60140  
Phone: 847-683-2181 | [www.hampshireil.org](http://www.hampshireil.org)

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

**RECOMMENDED MOTION:**

I move to accept and adopt Staff's Findings of Fact included in the Agenda Supplement and recommend approval of PZC-24-05 for a variance request to Sec. 6-11-2-J of the Hampshire Zoning Ordinance to permit a gravel parking lot, whereas it is required to be constructed of a paved surface, for the property located at Outlot 23 Kelley Rd.

**DOCUMENTS ATTACHED:**

1. Land Use Application
2. Plat of Subdivision
3. Project Narrative
4. Park District Letter of Support



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

### Land Use Application

Date: 8/1/24

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

- Variance\*
- Special Use Permit\*
- Rezoning from \_\_\_\_\_ 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: HAMPSHIRE WEST LLC Email: 

Address: 1751 A WEST DIEHL ROAD Phone:   
NAPERVILLE, IL 60563

CONTACT PERSON (if different from applicant)

Name: DAN OLSEN Email: S.A.A.

Address: S.A.A. Phone: S.A.A.

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): PRAIRIE RIDGE NORTH - OUTLOT 23 PARK

Address: NE CORNER OF HARMONY RD & KELLEY RD

Parcel Number(s): 01-15-305-001

Total Area (acres): 29.01

Legal Description: must be attached to this application

Fire Protection District: HAMPSHIRE FIRE PROTECTION DISTRICT

School District: COMMUNITY UNIT SCHOOL DISTRICT 300

Library District: ELLA JOHNSON MEMORIAL PUBLIC LIBRARY DISTRICT

Park District: HAMPSHIRE TOWNSHIP PARK DISTRICT

Township: HAMPSHIRE TOWNSHIP

Current Zoning District: PLANNED RESIDENTIAL DEVELOPMENT DISTRICT

Current Use:

COMMUNITY PARK

Proposed Zoning/Variance/Use:

TEMPORARY GRAVEL SURFACE PARKING LOT

Reason/ Explanation for Zoning/ Variance/ Use:

PER THE ANNEXATION AGREEMENT, WE ARE REQUIRED TO MAKE \$65K WORTH OF IMPROVEMENTS TO THE PARK AND THEN TURN IT OVER TO THE PARK DISTRICT. THE DISTRICT REQUESTED THAT WE INSTALL A TEMPORARY GRAVEL PARKING LOT WITHIN THE PARK TO ACCOMMODATE PARKING OF VEHICLE DURING THE FALL SPORTS SEASON. THEY REQUESTED THAT ~~IT~~ NOT BE ASPHALT PAVEMENT AS THEY HAVE NOT FINALIZED THEIR MASTER PLAN FOR THE PARK AND MAY RELOCATE THE PARRING LOT IN THE FUTURE.



# FINAL PLAT OF SUBDIVISION OF PRAIRIE RIDGE NEIGHBORHOOD AA

PART OF THE WEST HALF OF SECTION 15 AND THE  
EAST HALF OF SECTION 16, BOTH IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS

2023K034699

Sandy Wegman  
SURVEYOR - KANE COUNTY, IL  
RECORDED 10/4/2023 10:32 PM  
REC BY: 9101 83205711-1000  
PAGE: 7

THIS PLAT WAS SUBMITTED TO THE COUNTY  
RECORDER FOR THE PURPOSES OF RECORDING BY

PRINT NAME: \_\_\_\_\_  
(ADDRESS) \_\_\_\_\_  
CITY/TOWNSHIP (STATE) ZIP CODE \_\_\_\_\_

**TOTAL AREA OF SUBDIVISION**  
104.960 ACRES  
(MORE OR LESS)

**PARCEL INDEX NUMBER**  
PART OF 01-15-100-004  
01-15-300-018  
01-15-300-019  
01-15-300-020  
PART OF 01-16-200-017  
01-16-400-042  
HAMPSHIRE, ILLINOIS



**VICINITY MAP**

**LINE TABLE**

LINE	BEARING	LENGTH
L1	N 57°01'01" E	148.53
L2	N 08°47'30" E	136.00
L3	S 77°45'11" E	228.70
L4	S 25°01'20" E	37.62
L5	S 89°24'36" E	171.52

**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD BEARING
C1	139.78	680.00	S 81°37'14" E
C2	281.04	438.50	N 82°36'14" E

**LEGEND**

- SUBDIVISION BOUNDARY LINE (Dotted Solid Line)
- LOT LINE/PROPERTY LINE (Dash Line)
- ADJACENT LOT LINE/PROPERTY LINE (Dash Line)
- BOUNDARY LINE (Thin Dashed Line)
- EASEMENT/UTILITIES OF EASEMENT (Short Dashed Lines)
- CURVE (Single Dashed Line)
- QUARTER SECTION LINE (Dotted Dashed Line)
- SECTION LINE (Triple Dashed Line)
- SET CONCRETE MONUMENT
- SECTION CORNER OF QUARTER SECTION CORNER

**LOT AREA SUMMARY TABLE**

LOT NUMBER	ACRES	LOT NUMBER	ACRES
1	0.012	11	0.012
2	0.012	12	0.012
3	0.012	13	0.012
4	0.012	14	0.012
5	0.012	15	0.012
6	0.012	16	0.012
7	0.012	17	0.012
8	0.012	18	0.012
9	0.012	19	0.012
10	0.012	20	0.012
11	0.012	21	0.012
12	0.012	22	0.012
13	0.012	23	0.012
14	0.012	24	0.012
15	0.012	25	0.012
16	0.012	26	0.012
17	0.012	27	0.012
18	0.012	28	0.012
19	0.012	29	0.012
20	0.012	30	0.012
21	0.012	31	0.012
22	0.012	32	0.012
23	0.012	33	0.012
24	0.012	34	0.012
25	0.012	35	0.012
26	0.012	36	0.012
27	0.012	37	0.012
28	0.012	38	0.012
29	0.012	39	0.012
30	0.012	40	0.012
31	0.012	41	0.012
32	0.012	42	0.012
33	0.012	43	0.012
34	0.012	44	0.012
35	0.012	45	0.012
36	0.012	46	0.012
37	0.012	47	0.012
38	0.012	48	0.012
39	0.012	49	0.012
40	0.012	50	0.012
41	0.012	51	0.012
42	0.012	52	0.012
43	0.012	53	0.012
44	0.012	54	0.012
45	0.012	55	0.012
46	0.012	56	0.012
47	0.012	57	0.012
48	0.012	58	0.012
49	0.012	59	0.012
50	0.012	60	0.012
51	0.012	61	0.012
52	0.012	62	0.012
53	0.012	63	0.012
54	0.012	64	0.012
55	0.012	65	0.012
56	0.012	66	0.012
57	0.012	67	0.012
58	0.012	68	0.012
59	0.012	69	0.012
60	0.012	70	0.012
61	0.012	71	0.012
62	0.012	72	0.012
63	0.012	73	0.012
64	0.012	74	0.012
65	0.012	75	0.012
66	0.012	76	0.012
67	0.012	77	0.012
68	0.012	78	0.012
69	0.012	79	0.012
70	0.012	80	0.012
71	0.012	81	0.012
72	0.012	82	0.012
73	0.012	83	0.012
74	0.012	84	0.012
75	0.012	85	0.012
76	0.012	86	0.012
77	0.012	87	0.012
78	0.012	88	0.012
79	0.012	89	0.012
80	0.012	90	0.012
81	0.012	91	0.012
82	0.012	92	0.012
83	0.012	93	0.012
84	0.012	94	0.012
85	0.012	95	0.012
86	0.012	96	0.012
87	0.012	97	0.012
88	0.012	98	0.012
89	0.012	99	0.012
90	0.012	100	0.012
91	0.012	101	0.012
92	0.012	102	0.012
93	0.012	103	0.012
94	0.012	104	0.012
95	0.012	105	0.012
96	0.012	106	0.012
97	0.012	107	0.012
98	0.012	108	0.012
99	0.012	109	0.012
100	0.012	110	0.012
101	0.012	111	0.012
102	0.012	112	0.012
103	0.012	113	0.012
104	0.012	114	0.012
105	0.012	115	0.012
106	0.012	116	0.012
107	0.012	117	0.012
108	0.012	118	0.012
109	0.012	119	0.012
110	0.012	120	0.012
111	0.012	121	0.012
112	0.012	122	0.012
113	0.012	123	0.012
114	0.012	124	0.012
115	0.012	125	0.012
116	0.012	126	0.012
117	0.012	127	0.012
118	0.012	128	0.012
119	0.012	129	0.012
120	0.012	130	0.012
121	0.012	131	0.012
122	0.012	132	0.012
123	0.012	133	0.012
124	0.012	134	0.012
125	0.012	135	0.012
126	0.012	136	0.012
127	0.012	137	0.012
128	0.012	138	0.012
129	0.012	139	0.012
130	0.012	140	0.012
131	0.012	141	0.012
132	0.012	142	0.012
133	0.012	143	0.012
134	0.012	144	0.012
135	0.012	145	0.012
136	0.012	146	0.012
137	0.012	147	0.012
138	0.012	148	0.012
139	0.012	149	0.012
140	0.012	150	0.012
141	0.012	151	0.012
142	0.012	152	0.012
143	0.012	153	0.012
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## **Project Narrative**

### **Prairie Ridge North Outlot 23 Park**

Pursuant to our Annexation Agreement with the Village of Hampshire, we are required to develop a 29 acre community park along Kelley Rd and east of Harmony Rd. In addition to grading and seeding the park, we are obligated to install \$65,000 worth of improvements to the park and, once completed, deed the park to the Hampshire Township Park District (HTPD). Upon consulting with the Park District Executive Director, it was determined that the district's greatest need for the park was a parking lot and bike path connection to the extensive trail system throughout Prairie Ridge.

We worked with the district to determine the most appropriate location and size of the bike path and parking lot as well as the access off Kelley Rd. The district requested that the parking lot be constructed of gravel (no asphalt) as it would be temporary in nature. They have not yet completed their master plan for the park and are concerned that the parking lot may need to be relocated once the plan is established. In the meantime, they intend to utilize the park for their fall sports programs. It is their desire to provide off street parking for the participants and spectators as parking along Kelley Rd is unsafe (see attached letter from HTPD).

Village code does not allow for gravel parking fields and, as such and for the reasons mentioned above, we request a variance to allow for the gravel lot. We believe this will not alter the essential character of the locality as there many gravel lanes and parking areas on existing properties within the adjacent incorporated properties. The temporary nature of the parking lot makes the situation unique as the district does not currently have the means nor desire to pave the parking lot with asphalt, yet they have a great need for sports fields within the district to accommodate their fall sports programs.

Thank you for your consideration.



Hampshire Township Park District

[www.hampshireparkdistrict.org](http://www.hampshireparkdistrict.org)

P.O. Box 953  
390 South Avenue  
Hampshire, IL 60140  
847-683-2690  
Fax 847-683-1741

July 18, 2024

Village of Hampshire  
234 S. State Street  
P.O. Box 457  
Hampshire, IL 60140

Dear Hampshire Village President Reid and the Board of Trustees,

In our continued partnership with Crown for our future park parcels, I wanted to request that the board considers approval of a variance for a gravel lot at the Kelley Road Park.

Due to the roadway and ditch on Kelley Road, the only way to provide off road parking for this site was to build a parking lot. Paving the lot would also cost over the \$65,000 in the developer's obligated improvements to the site, and the Park District is currently still in the construction phase with Seyller Park and will not receive the grant reimbursement from the project completion until next year to have any capital funds available to make such an improvement at this time.

More importantly, we are making this request for a temporary lot until we have a master plan for the site. Paving this lot at this time could require more work later on should the configuration change. We would prefer to not spend the funds twice or be locked into the parking lot location when the space is desperately needed for our sports programs.

More importantly, we would like to acquire this parcel to use for fall soccer and flag football as Ream Park's continued use is showing wear on the grass. This past year the fall and spring seasons totaled 74 soccer teams. Practices and games for 20 weeks of the year is starting to show the wear on the grass without enough rest, especially since Ream Park is located in a floodplain.

We appreciate your consideration of this request.

Sincerely,

Laura Schraw, PLA/ASLA  
Executive Director

Cc: Nathan Looman, Park District President  
Village President Reid  
Jay Hedges, Village Manager  
Dan Olsem, Crown Community Development

*"Creating Community through Fun and Learning"*

**THE VILLAGE OF HAMPSHIRE**

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**ORDINANCE NO. \_\_\_\_\_**

---

**AN ORDINANCE GRANTING A VARIANCE TO CERTAIN REAL PROPERTY  
LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND  
MCHENRY COUNTIES, ILLINOIS  
*(Outlot 23 Kelley Rd – Gravel Parking Lot)***

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

**THIS \_\_\_ DAY OF \_\_\_\_\_, 2024**

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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  
(*Outlot 23 Kelley Rd – Gravel Parking Lot*)**

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

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

**WHEREAS**, Section 11-13-5 of the Illinois Municipal Code (65 ILCS 5/11-13-5) authorizes the Corporate Authorities to approve variations to zoning regulations; and

**WHEREAS**, Chapter 6 of the Municipal Code of Hampshire of 1985 (the “Village Code”) is known as the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (the “Zoning Ordinance”), and sets forth the land use regulations for the Village; and

**WHEREAS**, there exists certain real property located at the address commonly known as Outlot 23 Kelley Road, Hampshire, Illinois 60140 (the “Property”); and

**WHEREAS**, Crown Development dba Hampshire West LLC or a related entity or designee (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 requesting a variance from the Zoning Ordinance to allow for a gravel parking lot at the Property for a future park/ballfields that will be owned and operated by the Hampshire Township Park District (the “Zoning Relief”); and

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

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

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

**WHEREAS**, the PZC considered the factors set forth in Subsection 6-14-3F.11 of the Zoning Ordinance and based on the testimony and evidence given at the Hearing, the PZC made certain findings of fact and recommended to the Corporate Authorities that the Zoning Relief be denied (the “Findings of Fact”), attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the Corporate Authorities have duly considered the recommendation of the PZC, the Petition, the evidence, the community support for the Zoning Relief and the fact that the Village has worked with the Petitioner to provide a parking lot for the Hampshire Township Park District in connection with the requested Zoning Relief; and

**WHEREAS**, the Corporate Authorities have also found that complying with the strict letter of the Village Code will cause the Petitioner practical difficulties or a particular hardship in using the Property and will not benefit the community as a whole; and

**WHEREAS**, the Zoning Relief will provide much-needed parking as requested by the Village and will promote the public health, safety, comfort, morals and welfare; and

**WHEREAS**, after review of the Petition and related evidence, despite the PZC's recommendation, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to approve the Zoning Relief, subject to any conditions set forth by the Corporate Authorities;

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

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

**SECTION 2.** After thoughtful consideration and based on the Petition and other testimony and evidence, including the fact that there is community support for the Zoning Relief, the Village requested the Petitioner to provide a parking lot to the Hampshire Township Park District and gravel parking lots are common in the area and are used on both commercial and residential properties in the Village, the Corporate Authorities hereby waive any inconsistencies in the Zoning Ordinance, and hereby find that: (a) the Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that district; (b) the plight of the Owner is due to unique circumstances; (c) the Zoning Relief, if granted, will not alter the essential character of the locality; and (d) granting the Zoning Relief will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the Property is located nor will it impair an adequate supply of light and air to adjacent property, or substantially

increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood. Based on the foregoing, the Corporate Authorities hereby authorize, approve and grant the Zoning Relief, subject to any conditions specified by the Corporate Authorities. The employees and officers of the Village are authorized and directed to take any and all action necessary to carry out the intent of this Ordinance.

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

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

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

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

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

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



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

ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2024.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

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  
(*Outlot 23 Kelley Rd – Gravel Parking Lot*)**

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

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

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

DATED at Hampshire, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Karen L. Stuehler, Village Clerk  
Village of Hampshire

(Seal)



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

## Agenda Supplement

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**TO:** President Reid; Board of Trustees  
**FROM:** Mo Khan, Assistant Village Manager for Development  
**FOR:** Village Board Meeting on September 19, 2024  
**RE:** Ordinance Approving Text Amendments Regulating Golf Carts & Slow-Moving Vehicles

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**Background:** The Village has observed the usage of golf carts on public streets. There has been discussion amongst Village staff and the Village Board to allow the usage of golf carts on public streets. The Village Board held a discussion on the matter at the August 15, 2024 Village Board meeting and provided feedback for staff to consider. Based on the feedback, the attached Ordinance amending Chapter 2 Article VIII of the Hampshire Municipal Code is presented for consideration and approval.

**Analysis:** The following is a summary of the regulations that are being proposed:

1. Requires a permit to operate golf carts. Permit will be valid from May 1 to April 30.
2. Requires vehicle insurance for golf carts.
3. Requires payment of a permit fee of \$75.
4. Requires the operator of a golf cart to be at least 16 years old and possess a valid driver's license.
5. Requires the following for a golf cart: brakes, seat belts, steering wheel, tires, rearview mirror, red reflectorized warning devices, and a slow-moving emblem.
6. Prohibits golf carts from being driven in public parks, sidewalks, or private property unless it is the residence of the golf cart operator.
7. Golf carts can only be operated on village streets with a posted speed limit of 35 MPH or less.

**Recommendation:** For the Village Board to approve the Ordinance amending Chapter 2 Article VII of the Hampshire Municipal Code regarding Golf Carts & Slow-Moving Vehicles.

**THE VILLAGE OF HAMPSHIRE**

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**ORDINANCE NO. \_\_\_\_\_**

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**AN ORDINANCE AMENDING ARTICLE VIII OF CHAPTER 2 OF THE MUNICIPAL  
CODE OF HAMPSHIRE OF 1985 REGARDING OPERATING GOLF CARTS  
AND LOW-SPEED VEHICLES WITHIN THE VILLAGE OF HAMPSHIRE,  
KANE AND MCHENRY COUNTIES, ILLINOIS**

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

**THIS \_\_\_ DAY OF \_\_\_\_\_, 2024**

---

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

**VILLAGE OF HAMPSHIRE  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ARTICLE VIII OF CHAPTER 2 OF THE MUNICIPAL  
CODE OF HAMPSHIRE OF 1985 REGARDING OPERATING GOLF CARTS  
AND LOW-SPEED VEHICLES WITHIN THE VILLAGE OF HAMPSHIRE,  
KANE AND MCHENRY COUNTIES, ILLINOIS**

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

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

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

**WHEREAS**, Section 11-1426.1 of the Illinois Vehicle Code (625 ILCS 5/11-1426.1) provides regulations for operating golf carts on streets, roads and highways within the State of Illinois; and

**WHEREAS**, Section 11-1426.2 of the Illinois Vehicle Code (625 ILCS 5/11-1426.2) sets forth regulations regarding operating low-speed vehicles on streets within the jurisdiction of municipalities; and

**WHEREAS**, to ensure that Village streets and roads are safe for all residents and visitors of the Village, the Corporate Authorities have determined that it is necessary to amend the Municipal Code of Hampshire of 1985 (the “Village Code”) to set forth regulations concerning the use of golf carts and low-speed vehicles on Village roadways; and

**WHEREAS**, the Corporate Authorities have considered the volume, speed and character of traffic on Village roadways and have determined that golf carts may safely travel on roadways within the Village as set forth herein; and

**WHEREAS**, the Corporate Authorities have considered the use of golf carts on certain roadways within the Village and have determined that the public safety will not be jeopardized thereby; and

**WHEREAS**, to ensure that individuals operate golf carts and low-speed vehicles in a safe and responsible manner, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to amend Article VIII of Chapter 2 of the Village Code as set forth herein;

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

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

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

**ARTICLE VIII**  
**PEDESTRIANS-GOLF CARTS AND LOW-SPEED VEHICLES**

**2-9-1: PURPOSE:**

This article is adopted in the interest of public safety. Golf carts were not designed or manufactured to be used on public streets and roadways. By regulating the operation of golf carts,

the village is addressing safety concerns. All persons operating golf carts and low-speed vehicles must be observant and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists and pedestrians. All persons who operate or ride golf carts or low-speed vehicles on village streets do so at their own risk. The village has no liability under any theory of liability for permitting golf carts to be operated on village streets. By enacting this article, the village is not designating the operation of golf carts as an intended or permitted use of property with respect to section 3-102 of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/3-102) and the village waives no immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.).

**2-9-2: DEFINITIONS:**

The following terms as used in this article shall have the meanings as set forth below:

CHIEF OF POLICE: The chief of police of the Hampshire Police Department or a designee thereof.

GOLF CART: Has the meaning ascribed to it in section 1-123.9 of the Illinois Vehicle Code (625 ILCS 5/1-123.9).

LOW-SPEED VEHICLE: Has the meaning ascribed to it in section 1-140.7 of the Illinois Vehicle Code (625 ILCS 5/1-140.7).

VILLAGE STREETS: Any of the streets or roadways within the corporate limits of the village and under the jurisdiction of the village.

**2-9-3: GOLF CART PERMIT REQUIRED:**

A. Permit Required: No person shall operate a motorized golf cart on village streets without first obtaining a permit from the Hampshire Police Department.

B. Application for Permit; Proof of Compliance: Golf cart owners must complete a permit application. The completed applications will be maintained by the Hampshire Police Department. The Hampshire Police Department may issue a permit sticker or a permit as proof of compliance and may require that permit stickers are properly displayed on each golf cart.

C. Permit Fee: A fee of seventy-five dollars (\$75.00) shall be assessed to cover the costs of inspecting golf carts and implementing and enforcing this article.

D. Insurance Required: Insurance coverage will be verified as in effect by the Hampshire Police Department when issuing or renewing a permit.

E. Term of Permit; Renewals: Permits shall be granted for a period of one (1) year, from May 1<sup>st</sup> to April 30<sup>th</sup>, and may be renewed annually.

F. Denial or Revocation of Permit: The chief of police retains the right to prohibit any



nonresident from operating a golf cart in the village and to refuse to issue, revoke or suspend any permit issued for a golf cart, at any time, if he or she feels such prohibition, refusal, revocation or suspension is appropriate to ensure the safety and wellbeing of residents of the village.

G. Hearings: Any person receiving a refusal, violation, revocation or suspension notice under this article, except for moving violations under the Illinois Vehicle Code, shall have an opportunity for a hearing in accordance with the procedures of the village. Any suspension or revocation of a privilege granted pursuant to this article will be at the discretion of the hearing officer.

#### **2-9-4: GOLF CART RULES AND REGULATIONS:**

Where authorized, golf carts may only be operated on village streets in accordance with the following rules and regulations:

A. Any person who operates a golf cart in the village shall take full responsibility for all liability associated with operating the golf cart.

B. Any person who operates a golf cart in the village must be at least sixteen (16) years of age and possess a valid driver's license to operate a motor vehicle issued in his or her name by the Illinois Secretary of State or by a foreign jurisdiction.

C. Any person who operates a golf cart in the village must possess proof of liability insurance and shall be subject to the mandatory insurance requirements set forth in Article VI of Chapter 7 of the Illinois Vehicle Code (625 ILCS 5/7-601, et seq.).

D. Car seats must be used when required by the State of Illinois. Children must be properly seated while a golf cart is in motion and may not be transported in a negligent manner.

E. No golf cart may be operated on a village street unless, at a minimum, it has the following: brakes, seat belts, a steering apparatus, tires, a rearview mirror, red reflectorized warning devices in the front and rear, a slow moving emblem (as required of other vehicles in section 12-709 of the Illinois Vehicle Code (625 ILCS 5/12-709)) on the rear of the golf cart, a headlight that emits a white light visible from a distance of 500 feet to the front, a tail lamp that emits a red light visible from at least 100 feet from the rear, brake lights and turn signals.

F. When operated on a village street, a golf cart shall have its headlight and tail lamps lighted as required by section 12-201 of the Illinois Vehicle Code (625 ILCS 5/12-201).

G. Golf carts shall not be operated anywhere other than a designated village street as designated by a map to be filed with the village clerk, and golf carts are not permitted to drive in public parks, on sidewalks or private property that is not the residence of the golf cart operator. This section shall not preclude a golf cart conducting farm operations in accordance with the provisions of subsection 11-1426.1(h) of the Illinois Vehicle Code (625 ILCS 5/11-1426(h)).

H. Golf carts may only be operated on village streets that have a posted speed limit of thirty-five (35) miles per hour or less. A golf cart may cross a road or street at an intersection where the street has a posted speed limit of more than thirty-five (35) miles per hour.

I. Golf carts shall not make a direct crossing upon or across any tollroad, interstate highway or controlled access highway in Illinois. Golf carts shall not make a direct crossing upon or across any other highway under the jurisdiction of the State of Illinois except at an intersection of the highway with another public street, road or highway.

J. Golf carts must yield the right-of-way to overtaking vehicles at all times. Golf carts shall yield the right of way to all pedestrians and emergency vehicles.

K. The operation of golf carts shall be in compliance with the provisions of the Illinois Vehicle Code (625 ILCS 5/1-100, *et seq.*), as amended.

L. Golf carts may only park in areas within the village where vehicles are legally allowed to park, except for angled parking on State Street. Golf carts may not park upon any shoulder, grassy area, or right-of-way.

M. Any person who operates a golf cart on village streets must adhere to all applicable state laws concerning the possession and use of alcoholic beverages, and all other illegal drugs, as well as all other state traffic laws. No person shall drive or be in actual physical control of a golf cart while under the influence. Any person who drives or is in actual physical control of a golf cart while under the influence shall be subject to sections 11-500 through 11-502 of the Illinois Vehicle Code (625 ILCS 5/11-500 - 5/11-502).

N. The maximum occupancy of golf carts traveling on village streets will be one (1) person per bucket seat or three (3) people per bench seat. Golf cart capacity may not exceed the capacity calculated by the manufacturer of the golf cart.

O. No person shall operate a golf cart having a decibel level exceeding EPA factory set regulatory levels within the village.

P. All golf carts operated on village streets must be inspected by the chief of police and must have valid permit documentation from the Hampshire Police Department.

**2-9-5: ENFORCEMENT OF GOLF CARTS:**

A. Any person who violates the provisions of this article concerning golf carts and has been issued a citation shall be fined not less than \$75 on the first offense and \$150 on each subsequent offense.

B. Persons who have violated the provisions of this article on more than one occasion may have the privileges granted by this article refused, suspended or revoked by the chief of police.

C. Upon investigation by and the recommendation of the Hampshire Police Department,

the chief of police may refuse to issue a permit or may a suspend or revoke a golf cart permit upon finding that there is evidence that:

1. The golf cart operator or immediate members of their family have not safely operated a golf cart.

2. The permit sticker or permit was fraudulently or erroneously issued;

3. A registered golf cart has been dismantled or wrecked or is not properly equipped;

4. Any required fees have not been paid to the village, and the same are not paid upon reasonable notice and demand;

5. A permit sticker is displayed upon a golf cart other than the one for which it is issued.

D. The interpretation of the above rules and regulations by the Hampshire Police Department is final.

E. The corporate authorities reserve the right to repeal and revoke this article at any time.

#### **2-9-6: LOW-SPEED VEHICLE RULES AND REGULATIONS:**

Where authorized, low-speed vehicles may be operated on village streets in accordance with the following rules and regulations:

A. Every owner of a low-speed vehicle manufactured after January 1, 2010, shall have a valid certificate of title.

B. Every owner of a low-speed vehicle shall have an evidence of proper registration.

C. Any person may drive or operate a low-speed vehicle upon any street in the village where the posted speed limit is thirty (30) miles per hour or less. Notwithstanding the foregoing, if the village determines that public safety would be jeopardized, the village will post appropriate signs on streets where low-speed vehicles are not allowed to be driven or operated on.

D. Low-speed vehicles may cross a street at an intersection where the street being crossed has a posted speed limit of not more than forty-five (45) miles per hour. Low-speed vehicles may not cross a street with a speed limit in excess of forty-five (45) miles per hour unless the crossing is at an intersection controlled by a traffic light or 4-way stop sign.

E. No low-speed vehicle may be operated on any village street unless, at a minimum, it has the following: a parking brake, a steering apparatus, tires, a windshield that conforms to the federal vehicle safety standards on glazing materials as set forth in 49 C.F.R. § 571.205, a vehicle identification number, seat belts, a rearview mirror, an exterior rearview mirror mounted on the driver's side of the vehicle, red reflectorized warning devices on each rear side and one on the

center rear of the vehicle, a headlight that emits a white light visible from a distance of 500 feet to the front, a tail lamp that emits a red light visible from at least 100 feet from the rear, brake lights, and front and rear turn signals. When operated on a street, a low-speed vehicle shall have its headlight and tail lamps lighted as required by Section 12-201 of the Illinois Vehicle Code (625 ILCS 5/12-201).

F. A person may not operate a low-speed vehicle upon any street in the village unless he or she has a valid driver's license issued in his or her name by the Illinois Secretary of State or a foreign jurisdiction.

G. The operation of a low-speed vehicle upon any street is subject to the provisions of Chapter 11 of the Illinois Vehicle Code (625 ILCS 5/11-100, et seq.) as well as all other state traffic laws and applicable village ordinances.

H. Every owner of a low-speed vehicle is subject to the mandatory insurance requirements specified in Article VI of Chapter 7 of the Illinois Vehicle Code (625 ILCS 5/7-601, et seq.).

I. Low-speed vehicles may only park in areas within the village where vehicles are legally allowed to park, except for angled parking on State Street. Low-speed vehicles may not park upon any shoulder, grassy area, or right-of-way.

#### **2-9-7: ENFORCEMENT OF LOW-SPEED VEHICLES:**

Any person who violates the provisions of this article concerning low-speed vehicles and has been issued a citation shall be fined not less than \$75 on the first offense and \$150 on each subsequent offense.

**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 amendments contemplated by this Ordinance. The Public Works Department is authorized to post and maintain appropriate signs to effectuate the intent of this Ordinance.

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

**SECTION 5.** That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed

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

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

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

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

**SECTION 9.** This Ordinance shall be in full force and effect ten (10) days after passage, approval and publication in pamphlet form or as otherwise provided by applicable law.

ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2024.

AYES/YEAS: \_\_\_\_\_

NAYS/NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Michael J. Reid, Jr., Village President

ATTEST:

\_\_\_\_\_  
Karen L. Stuehler, Village Clerk

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF KANE         )

**CLERK’S CERTIFICATE**

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

**AN ORDINANCE AMENDING ARTICLE VIII OF CHAPTER 2 OF THE MUNICIPAL CODE OF HAMPSHIRE OF 1985 REGARDING OPERATING GOLF CARTS AND LOW-SPEED VEHICLES WITHIN THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS**

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

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

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

DATED at Hampshire, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Karen L. Stuehler, Village Clerk  
Village of Hampshire

(Seal)

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## AGENDA SUPPLEMENT

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**TO:** President Reid and Village Board

**FROM:** Lori Lyons, Finance Director

**FOR:** September 19, 2024 Village Board Meeting

**RE:** Resolution approving the quote of Visu-Sewer for the lining of Sewer

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**Background.** The Utilities Division of Public Works routinely utilizes the sewer jetting process to clear sanitary sewer lines of debris and roots throughout the Village; this work is done in-house. One section of sewer line along State from Jackson to Grove was thought to possibly be obstructed by roots so the Utilities Division called in Visu-Sewer to televise and investigate the situation prior to the jetting process. Visu found that area to be infiltrated with tree roots. Pipe lining is a cost-effective method of repairing and rehabilitating the area and requires only small access points as opposed to total excavation. This process involves a cured-in-place pipe product that has a 50-year design life.

**Analysis.** Visu-Sewer, having completed the preliminary work necessary for lining, was asked to provide a quote to line the subject area. Their proposal came in at \$25,488.00.

**Recommendation.** Staff requests the Board approval of the attached resolution authorizing the Village Manager to accept the quote of Visu-Sewer for the lining of the sanitary sewer line on State Street from Jackson to Grove.

**Resolution 24 –XX**

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS  
AND ACCEPTING THE QUOTE OF  
VISU-SEWER FOR LINING THE SANITARY SEWER LINE  
ALONG STATE STREET FROM JACKSON AVENUE TO GROVE AVENUE  
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, it has been determined that an area of sanitary sewer line along State Street from Jackson Avenue to Grove Avenue would benefit from the installation of pipe lining; and

WHEREAS, Visu-Sewer has submitted a quote for this project in the amount of \$25,488 attached to this Resolution as Exhibit A; and

WHEREAS, the Village President and Board of Trustee 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 sanitary sewer lining 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 \$25,488.00.

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



ADOPTED THIS 19<sup>th</sup> day of September 2024, pursuant to roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED THIS 19<sup>th</sup> day of September 2024.

\_\_\_\_\_  
Michael J. Reid, Jr.  
Village President

ATTEST:

\_\_\_\_\_  
Karen Stuehler  
Village Clerk



# Visu-Sewer

Inspect. Maintain. Rehabilitate.

## Proposal

To: Mark Montgomery  
 Village of Hampshire  
 234 S. State St.  
 Hampshire, IL 60140  
 815-712-0245

From: Mark Chilelli  
 Visu-Sewer Inc  
 9014 S. Thomas Ave  
 Bridgeview, IL 60455  
 708-237-0340

**Date:** 8/28/2024      **Project:** Sanitary Sewer CIPP Installation MH92-MH85 State St. Hampshire IL

Visu-Sewer is pleased to provide the following quotation for CIPP installation:

Install 354 linear feet of 8" National Liner @ \$72.00.00 per linear foot \$ 25,488.00

The above listed price is based on a video inspection dated 8/20/2024 and assumes the current pipe condition is suitable for CIPP installation. Pricing includes:

- Labor, material, and equipment.
- Mobilization and Traffic Control
- One (1) pass jet cleaning and televising of sewers prior to installation.
- Bypass pumping of existing flow.
- Installation of National Liner per manufacturer's instructions, ASTM 1216.
- Reinstatement of active service connections will be completed at \$75.00 per lateral
- Televising of sewers after installation.

**NOTES:** Project requires onsite hydrant for water use.

Due to volatility in material pricing and availability this proposal is valid for 30 days from the date of origination. If a signed proposal has not been received within 30 days price(s) may be adjusted upon mutual agreement, or the proposal may be withdrawn by either party.

Village of Hampshire will need to provide: drivable equipment access to all manholes, water from nearby hydrants (without charge), a dump site for captured debris, and traffic control beyond cones and signs. If needed removal of obstructions (e.g., roots, deposits, and protruding taps, etc.) will be completed at a T&M rate of \$450.00 per hour. , Grouting of active leaks and leaking joints will be completed at a T&M Rate of \$450.00 per hour. Mobilization and/ or time on site will be billed at a T&M rate of \$570.00 per hour for pipe sections not suitable for CIPP installation. Thank you for the opportunity to quote on this project. Please do not hesitate to call if you have any questions.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices or specifications submitted. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If a collapse of the original pipe results during the lining process, Visu-Sewer will not be held liable for costs associated with excavation, repairs or restoration. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Terms - Net 30 days.

## Acceptance of Proposal

The above prices / conditions are satisfactory and are hereby accepted. Visu-Sewer is authorized to do the work as specified.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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## AGENDA SUPPLEMENT

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**TO:** President Reid and Village Board

**FROM:** Lori Lyons, Finance Director

**FOR:** September 19, 2024 Village Board Meeting

**RE:** Resolution approving the quote of Marc Kresmery Construction LLC for the rehabilitation of the Brine Tanks at the 10/13 Drinking Water Treatment Plant

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**Background.** The Well 10/13 drinking water treatment plant utilizes an ion-exchange treatment process with four softener vessels. Regeneration of the resin within the softening vessels is completed by salt brine that is stored on-site in two underground brine tanks. There are several layers of filter media on top of a collector pipe within the tanks. After 15 years of use, it is time for rehabilitation. This project was not included in the FY24 budget but is being determined to be of high priority and therefore some planned surge suppression will be deferred until FY26.

**Analysis.** The Village has had a long-term association with Marc Kresmery Construction LLC (Kresmery) and is a trusted vendor who has performed work on both the water and wastewater utilities. Kresmery provided a quote for the rehabilitation work for \$34,515.00 and staff recommends accepting this quote.

Rehabilitation of the brine tanks at the 10/13 Drinking Water Treatment Plant will maintain the Village's potable water infrastructure to meet the needs of the community.

**Recommendation.** Staff requests the Board approval of the attached resolution authorizing the Village Manager to accept the quote of Marc Kresmery Construction LLC for the rehabilitation of the brine tanks at the 10/13 Drinking Water Treatment Plant in the amount of \$34,515.00.

**Resolution 24 –XX**

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS  
AND ACCEPTING THE QUOTE OF  
MARC KRESMERY CONSTRUCTION LLC  
FOR BRINK TANK REHABILITATION  
AT THE 10/13 DRINKING WATER 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, rehabilitation of the ion exchange system is necessary to ensure proper softening of the water to extend the lifetime of Village infrastructure and plumbing; and

WHEREAS, Marc Kresmery Construction LLC submitted a quote for this project in the amount of 34,515.00 attached to this Resolution as Exhibit A; and

WHEREAS, the Village President and Board of Trustee 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 brine tank rehabilitation 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 \$34,515.00.

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

ADOPTED THIS 19<sup>th</sup> day of September 2024, pursuant to roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED THIS 19<sup>th</sup> day of September 2024.

\_\_\_\_\_  
Michael J. Reid, Jr.  
Village President

ATTEST:

\_\_\_\_\_  
Karen Stuehler  
Village Clerk



### Proposal

number: 24-90423-1  
PAGE 1 OF PAGES 1

September 4, 2024  
Village of Hampshire  
234 South State Street  
Hampshire, IL 60140  
Att. Mark Montgomery

DWTP 10/13 Brine Tanks

We hereby submit specifications and estimates for:

- Vac out 2- brine tanks & remove existing PVC piping
- Replace PVC piping with Sch80 PVC piping
- Install new media in brine tanks
- All Permits & Fees if any by others.

**We Propose** Hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

***Dollars \$34,515.00***

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices, during regular working hours. Any alteration or deviation from above specifications that involve extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. All collection & legal fees to be additional. A Service charge of 1-1/2% per month which is an annual rate of 18% will accrue 30 days after invoice date.

Our workers are fully covered by workman's compensation insurance.

Date of Agreement 9-4-24

Authorized signature  contractor

Payment as follows: Net 30

**Accepted** The above prices and specifications of this Proposal are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized signature \_\_\_\_\_ Owner

Date of acceptance \_\_\_\_\_



To: Village of Hampshire

From: Engineering Enterprises, Inc.

Date: September 9, 2024

**Re: Well 12 Equipment Removal and Inspection - Agenda Supplement**

EEI Job #: HA2411-V

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## Background

The 1,000 gpm Galena-Platteville & Mt. Simon Well No. 12 is currently located near the southeast corner of Gast Road and Highbrook Avenue, just west of Hampshire High School and on the site of the Tamms Farm EWST. The well was constructed, and its pumping equipment has been in situ since the well was deepened in 2008. The downturn in the economy and stalled residential development postponed construction of the associated treatment plant and rendered the well extraneous for the time being. It cannot be operated due to lack of existing electrical infrastructure, and it would need the treatment plant to be constructed to utilize the well and be compliant with water quality regulations.

Since the pump and motor equipment has been in the well and not operated for over 15 years, it is almost certainly not functional and would need rehabilitation or even replacement before the well can be used. The equipment should be removed from the well, inspected, and a determination made about whether it can be rehabilitated for future use in Well 12 or as a backup for other Village wells. If it cannot be rehabilitated, the Village will know that it will need to purchase new pumping equipment when the time comes to construct the Well 12 Water Treatment Plant, and can plan/budget appropriately for that work.

The Village has asked EEI to assist with Design and Construction Engineering for this project. EEI has experience with similar projects and will prepare a Project Manual for soliciting proposals from up to three (3) local contractors that specialize in well rehabilitations. EEI's scope will include analysis of rehabilitation/replacement options, based upon inspection of the equipment, and preparation of a memo that will provide a summary of options and a recommendation for next steps. The scope does not include work associated with rehabilitation of the equipment, since the viability of rehabilitation is unknown at this time. EEI has prepared the attached Professional Services Agreement (PSA) in an amount of \$19,886.00. If approved in September/October 2024, we expect the associated work to be complete prior to May 1, 2025.

**Agreement for Professional Services**  
**Well 12 Equipment Removal and Inspection, Design and Construction**  
**Engineering**

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

**A. Services:**

The Engineer shall furnish the necessary personnel, materials, equipment, and expertise to make the necessary investigations, analysis, and calculations along with exhibits, cost estimates, and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment A. Design and Construction Engineering will be provided for the pumping equipment removal and inspection for Well No. 12. Engineering will be in accordance with all Village Standards and Illinois Environmental Protection Agency requirements.

**B. Term:**

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

**C. Compensation and maximum amounts due to Contractor:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design and Construction Engineering will be paid for as a Fixed Fee (FF) in the amount of \$19,886, of which direct expenses are estimated at \$150. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

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



**E. Ownership of Records and Documents:**

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

**F. Governing Law:**

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

**G. Independent Contractor:**

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

**H. Certifications:**

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

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

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

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

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

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

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

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

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

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

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

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

#### **I. Indemnification:**

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

#### **J. Insurance:**

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

#### **K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are

included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

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

**L. Notices:**

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

For the Village:

For the Contractor:

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

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

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

Agreed to this \_\_\_ day of \_\_\_\_\_, 2024.

Village of Hampshire:

Engineering Enterprises, Inc.:

\_\_\_\_\_  
Jay Hedges  
Village Manager

\_\_\_\_\_  
Stephen Dennison, PE  
Vice President

\_\_\_\_\_  
Karen Stuehler  
Village Clerk

\_\_\_\_\_  
Angie Smith  
Executive Assistant



## STANDARD TERMS AND CONDITIONS

**Agreement:** These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION A - PROFESSIONAL ENGINEERING SERVICES**

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

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

5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section C hereof.
7. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Attachment D: Anticipated Project Schedule.
8. Upon award of the construction contract, the ENGINEER will furnish to the OWNER two sets of the drawings and specifications. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
9. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the specifications the action taken. Such action shall be taken with reasonable promptness.



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

undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.

15. The ENGINEER will cooperate and work closely with representatives of the OWNER.
16. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the contractor, the ENGINEER:
  - (a) Shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).
  - (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of contractor(s)' work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility

on ENGINEER to make any examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.

17. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.
18. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.
19. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings (including digital copy in PDF format), and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer, from the resident construction observer's construction data, and from the ENGINEER'S confirmatory As-Built Survey of critical elevations and structures.
20. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
21. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached Attachment E: Standard Schedule of Charges.

22. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
  
23. The ENGINEER will provide construction engineering services for the construction duration summarized in Attachment D: Anticipated Project Schedule. If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER. The contract shall be designated on-going consistent with the project schedule.

## SECTION B – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for professional engineering services in the amount of Nineteen Thousand Eight Hundred Eighty-Six Dollars – Fixed (FF) (\$19,886.00 FF) as summarized on Attachment C: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services”.
  - (a) The compensation for the professional engineering services shall be payable as follows:
    - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section B-1 shall be paid in monthly increments for work actually completed and invoiced, for the preparation and submission to the OWNER of the construction drawings, specifications, cost estimates and contract documents, and for construction engineering services.
    - (2) A sum which, together with the compensation paid pursuant to Section B-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section B-1 above, shall be due after receipt of the invoice in accordance with the Illinois Prompt Payment Act.
2. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted in the attachments at the actual cost or hourly cost for the work completed.
  - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
3. The compensation for any additional engineering services authorized by the OWNER pursuant to Section C shall be payable as follows:
  - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

## SECTION C – ADDITIONAL ENGINEERING SERVICES

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

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

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

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

## SECTION D - SPECIAL PROVISIONS

### 1. OWNER'S RESPONSIBILITIES

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



substantially affect the ENGINEER's performance of services under this Agreement.

- (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
5. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.

## **ATTACHMENT B: SCOPE OF SERVICES**

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

The Village of Hampshire intends to remove the submersible pumping equipment from Well No. 12, have it inspected, and determine whether to rehabilitate any of the equipment for reuse. This project scope is specifically for Design and Construction Engineering services related to the media replacement, and the work items to complete the stated scope objectives are as follows:

#### **DESIGN ENGINEERING**

##### **2.1 Project Management and Administration**

- Management of Personnel and the Engineering Contract
- Budget Tracking

##### **2.2 Final Plans, Specifications, and Cost Estimates**

- Preparation of 100% Project Manual. Project Manual Shall Include Bidding Documents with Base Bid Schedule and Mandatory Alternate Bid Schedule, General Conditions, Well Schematic, Special Provisions, and Exhibits and Appendices
- Preparation of Engineer's Opinion of Probable Construction Cost
- Internal QA/QC

##### **2.3 Bidding and Contracting**

- Obtain Proposals from up to Three (3) Contractors
- Coordination with Village
- Execute Contract Documents

#### **CONSTRUCTION ENGINEERING**

##### **3.1 Project Management and Administration**

- Management of Personnel and the Engineering Contract
- Budget Tracking
- Updates at Internal Meetings

##### **3.2 Project Coordination with Village and Contractor**

- Coordination with Village and Contractor on Construction Details, Schedule, and Status
- Review and Respond to RFIs
- Correspondence Regarding Well Rehabilitation Recommendations and Observations
- Review and Process Contractor's Pay Applications (Maximum of 3) and Change Orders (Maximum of 1)

### **3.3 Meeting to Inspect Well Equipment at Contractor's Shop**

- Meeting with Village Staff and Contractor to Inspect Well Equipment and Review Equipment Inspection Report and Recommendations

### **3.4 Construction Observation and Documentation**

- Part-Time Onsite Observation and Documentation During Removal of Pumping Equipment
- Review Televising Survey of the Well

### **3.5 Analyze Options and Prepare Equipment Recommendations Memo**

- Analyze Options for Equipment Rehabilitation and Prepare Summary/Recommendations Memo for Village

## **ASSUMPTIONS**

The above scope of services includes the following assumptions:

- No open bidding of project – proposal to be obtained directly from up to Three (3) qualified contractors
- The scope for potential rehabilitation of the equipment will be determined as part of this project, but that scope is currently unknown. Therefore, the scope for this project does not include engineering for rehabilitation of the equipment. If the Village elects to proceed with rehabilitation of the equipment, related engineering work is considered outside the base contract.
- Does not include engineering for reinstallation of the equipment

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

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

<b>CLIENT</b>		
VILLAGE OF HAMPSHIRE		
<b>PROJECT TITLE</b>	<b>DATE</b>	<b>PREPARED BY</b>
WELL 12 EQUIPMENT REMOVAL AND INSPECTION	9/9/2024	STD

TASK NO.	WORK ITEM <sup>1</sup>	ROLE	PRINCIPAL	SENIOR PM	PM	PE	CAD	ADMIN	HOURS	COST
		RATE	\$239	\$231	\$208	\$165	\$159	\$70		
<b>DESIGN ENGINEERING</b>										
2.1	Project Management and Administration		1		2				3	\$ 655
2.2	Design and Project Manual Preparation		2		8	24			34	\$ 6,102
2.3	Bidding and Contracting		1		6	6			13	\$ 2,477
<b>Design Engineering Subtotal:</b>			<b>4</b>		<b>16</b>	<b>30</b>	<b>-</b>	<b>-</b>	<b>50</b>	<b>\$ 9,234</b>
<b>CONSTRUCTION ENGINEERING</b>										
3.1	Project Management and Administration		1		2				3	\$ 655
3.2	Project Coordination with Village and Contractor		1		8	10			19	\$ 3,553
3.3	Meeting to Inspect Well Equipment at Contractor's Shop				4	4			8	\$ 1,492
3.4	Construction Observation and Documentation				2	8			10	\$ 1,736
3.5	Analyze Options and Prepare Equipment Recommendations Memo		2		6	8			16	\$ 3,046
<b>Construction Engineering Subtotal:</b>			<b>4</b>		<b>22</b>	<b>30</b>	<b>-</b>	<b>-</b>	<b>56</b>	<b>\$ 10,482</b>
<b>PROJECT TOTAL:</b>			<b>8</b>	<b>-</b>	<b>38</b>	<b>60</b>	<b>-</b>	<b>-</b>	<b>106</b>	<b>19,716</b>

**Notes:**

1. See Exclusions on Attachment B - Scope of Services

<b>DIRECT EXPENSES</b>	
Printing/Scanning =	
Mileage =	\$ 150
<b>DIRECT EXPENSES =</b>	<b>\$ 150</b>

<b>LABOR SUMMARY</b>	
EEI Labor Expenses =	\$ 19,716
<b>TOTAL LABOR EXPENSES =</b>	<b>\$ 19,716</b>

<b>TOTAL COSTS</b>	<b>\$ 19,866</b>
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**ATTACHMENT D: ESTIMATED SCHEDULE**

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
Village of Hampshire		HA2411-V	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
WELL 12 EQUIPMENT REMOVAL AND INSPECTION		9/9/24	STD

TASK DESCRIPTION	2024				2025							
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG
	<b>DESIGN AND CONSTRUCTION ENGINEERING</b>											
Project Management and Administration												
Design and Project Manual Preparation												
Bidding and Contracting												
Project Coordination with Village and Contractor												
Meeting to Inspect Well Equipment at Contractor's Shop												
Construction Observation and Documentation												
Analyze Options and Prepare Equipment Recommendations Memo												



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



# Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

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

## VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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

# VILLAGE OF HAMPSHIRE

## RESOLUTION NO. 24-\_\_\_\_\_

**A RESOLUTION AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING ENTERPRISES, INC. FOR THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS**  
*(Well No. 12 Equipment Removal, Inspection and Related Services)*

**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 and protecting the health, safety and welfare of the residents of the Village; and

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

**WHEREAS**, previously the Village constructed a well (“Well No. 12”) that, due to unforeseen circumstance, does not have the proper infrastructure in place, has not been operated for over fifteen (15) years and is no longer functional; and

**WHEREAS**, the equipment should be removed from Well No. 12, inspected and it should be determined whether it can be rehabilitated for future use (the “Project”); and

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

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

## VILLAGE OF HAMPSHIRE

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

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

**WHEREAS**, to the extent applicable, the Village may and does waive Sections 4, 5, and 6 of the Act as the cost of the Services is expected to be less than forty thousand dollars (\$40,000); and

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

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

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

**SECTION 2.** The Corporate Authorities hereby approve of and authorize the Agreement and authorize the President or his designee to execute and enter into the Agreement, with such insertions, omissions and changes as shall be approved by the Corporate Authorities. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village is authorized to allocate and spend all necessary funds to fulfill the requirements of the Agreement and this Resolution.



## VILLAGE OF HAMPSHIRE

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT BLANK]

**VILLAGE OF HAMPSHIRE**

ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2024.

AYES/YEAS: \_\_\_\_\_

NAYS/NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED THIS \_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Michael J. Reid, Jr., Village President

ATTEST:

\_\_\_\_\_  
Karen L. Stuehler, Village Clerk

# VILLAGE OF HAMPSHIRE

## Exhibit A (Agreement)

**VILLAGE OF HAMPSHIRE**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KANE        )

**CLERK’S CERTIFICATE**  
**(RESOLUTION)**

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

**A RESOLUTION AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING ENTERPRISES, INC. FOR THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS**  
***(Well No. 12 Equipment Removal, Inspection and Related Services)***

I certify that on \_\_\_\_\_, 2024, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law) passed and adopted Resolution No. \_\_\_\_\_, which was approved by the Village President on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

DATED at Hampshire, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Karen L. Stuehler, Village Clerk  
Village of Hampshire

(Seal)

## **Village of Hampshire Street Department**

Monthly Report: August 2024

**Large Group Gatherings** - National Night Out touch-a-truck, Coon Creek Parade road closures, Outdoor Market barricades, Car Show no parking and Vintage Hammer road closures

**Road Resurfacing** - portion of Panama ave and portion of Terwilliger ave

**Sign Installation** - 24 = Stop signs in Prairie Ridge, no dumping end of French rd.

**Pavement striping** - Downtown business district and Keyes ave

**Road Salt** - Ordered remainder of road salt to close out our 2023/2024 contract

**Sweeper** - Swept entire Village

**Gazebo Henpeck** - Pressure wash prep and stained

**Mowing** - Right of ways and SSA's

**Wasp Nests** - parkway wasp nest removal = 7

### **Utility Locates**

404 Normal

12 Emergency

### **Asphalt Usage**

6 tons pothole patching

### **Tree Trimming**

Emergencies

### **Work Performed**

Vehicle and Equipment Maintenance

Pothole Patching - Entire Village

Storm Sewer Maintenance

Sidewalk Grinding

Other Miscellaneous Projects

Village of Hampshire  
 Budget Versus Actual Report Overview  
 Three Months Ended July 31, 2024

<b>General Fund</b>						% of Budget
<b>3 MONTHS ENDED</b>				<b>2024-2025</b>		
<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>DELTA \$</b>	<b>DELTA %</b>	<b>TOT BUDGET</b>		
Revenue	2,564,058	2,400,331	(163,727)	-6%	8,886,578	27%
Expenditures/Expense	2,335,208	1,876,992	(458,216)	-20%	9,340,825	20%
YTD Surplus/(Deficit)	228,850	523,339	294,489		(454,247)	
<b>Special Revenue Funds</b>						% of Budget
<b>3 MONTHS ENDED</b>				<b>2024-2025</b>		
<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>DELTA \$</b>	<b>DELTA %</b>	<b>TOT BUDGET</b>		
Revenue	294,304	436,395	142,091	48%	780,069	56%
Expenditures/Expense	169,449	88,004	(81,445)	-48%	677,794	13%
YTD Surplus/(Deficit)	124,855	348,391	223,536		102,275	
<b>Capital Project Funds</b>						% of Budget
<b>3 MONTHS ENDED</b>				<b>2024-2025</b>		
<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>DELTA \$</b>	<b>DELTA %</b>	<b>TOT BUDGET</b>		
Revenue	3,067,463	136,168	(2,931,295)	-96%	12,269,848	1%
Expenditures/Expense	3,101,394	15,742	(3,085,652)	-99%	12,405,569	0%
YTD Surplus/(Deficit)	(33,931)	120,426	154,357		(135,721)	
<b>Enterprise Funds</b>						% of Budget
<b>3 MONTHS ENDED</b>				<b>2024-2025</b>		
<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>DELTA \$</b>	<b>DELTA %</b>	<b>TOT BUDGET</b>		
Revenue	1,533,431	988,929	(544,502)	-36%	6,133,724	16%
Expenditures/Expense	1,463,750	760,750	(703,000)	-48%	5,854,998	13%
YTD Surplus/(Deficit)	69,681	228,179	158,498		278,726	
<b>Total Village</b>						% of Budget
<b>3 MONTHS ENDED</b>				<b>2024-2025</b>		
<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>DELTA \$</b>	<b>DELTA %</b>	<b>TOT BUDGET</b>		
Revenue	7,459,256	3,961,823	(3,497,433)	-47%	28,070,219	14%
Expenditures/Expense	7,069,801	2,741,488	(4,328,313)	-61%	28,279,186	10%
YTD Surplus/(Deficit)	389,455	1,220,335	830,880		(208,967)	



<b>Agency Funds</b>						% of Budget
<b>3 MONTHS ENDED</b>				<b>2024-2025</b>		
<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>DELTA \$</b>	<b>DELTA %</b>	<b>TOT BUDGET</b>		
Revenue	596,424	623,928	27,504	5%	1,215,349	51%
Expenditures/Expense	309,863	-	(309,863)	-100%	1,239,451	0%
YTD Surplus/(Deficit)	286,561	623,928	337,367		(24,102)	

<b>Pension Trust Fund</b>						% of Budget
<b>3 MONTHS ENDED</b>				<b>2024-2025</b>		
<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>DELTA \$</b>	<b>DELTA %</b>	<b>TOT BUDGET</b>		
Revenue	230,679	260,846	30,167	13%	922,717	28%
Expenditures/Expense	141,511	49,542	(91,969)	-65%	566,044	9%
YTD Surplus/(Deficit)	89,168	211,304	122,136		356,673	

Village of Hampshire  
 Budget Versus Actual Report - General Fund Summary  
 Three Months Ended July 31, 2024

GENERAL FUND REVENUE	General Fund Revenues (01)				
	3 MONTHS ENDED				2024-2025
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
Property Tax	684,827	751,678	66,851	10%	1,369,656
Intergovernmental	853,541	915,153	61,612	7%	3,414,162
Service Fees	21,125	21,700	575	3%	84,500
Investment Income	40,880	38,814	(2,066)	-5%	163,520
Reimbursable	57,801	102,831	45,030	78%	231,206
Licenses, Fines, Permits, Fees	168,931	208,729	39,798	24%	675,725
Grant Income	198,688	-	(198,688)	-100%	794,751
Other Income	126,209	106,482	(19,727)	-16%	504,835
Debt Issuance	68,000	-	(68,000)	-100%	272,000
Transfers In	139,825	-	(139,825)	-100%	559,301
<b>TOTAL GENERAL FUND REVENUE</b>	<b>2,359,827</b>	<b>2,145,387</b>	<b>(214,440)</b>	<b>-9%</b>	<b>8,069,656</b>

GENERAL FUND EXPENSE	General Fund Expenses (01)				
	3 MONTHS ENDED				2024-2025
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
ADMINISTRATION					
Personal Services	184,953	184,471	(482)	0%	739,809
Contractual Services	313,393	518,947	205,554	66%	1,253,572
Commodities	18,765	36,613	17,848	95%	75,060
Other Expenses	25,522	5,062	(20,460)	-80%	102,089
Capital Outlay	6,706	3,150	(3,556)	-53%	26,825
Transfers	-	-	-	0%	-
<b>TOTAL ADMINISTRATION</b>	<b>549,339</b>	<b>748,243</b>	<b>198,904</b>	<b>36%</b>	<b>2,197,355</b>

POLICE					
Personal Services	662,021	452,398	(209,623)	-32%	2,648,083
Contractual Services	118,876	73,139	(45,737)	-38%	475,505
Commodities	24,629	11,160	(13,469)	-55%	98,515
Capital Outlay	52,693	24,486	(28,207)	-54%	210,773
<b>TOTAL POLICE</b>	<b>858,219</b>	<b>561,183</b>	<b>(297,036)</b>	<b>-35%</b>	<b>3,432,876</b>

STREET DEPARTMENT					
Personal Services	172,534	145,218	(27,316)	-16%	690,133
Contractual Services	105,124	63,784	(41,340)	-39%	420,496
Commodities	28,075	11,804	(16,271)	-58%	112,300
Other Expenses	40,490	2,716	(37,774)	-93%	161,958
Capital Outlay	371,966	120,336	(251,630)	-68%	1,487,865
<b>TOTAL STREET DEPARTMENT</b>	<b>718,189</b>	<b>343,858</b>	<b>(374,331)</b>	<b>-52%</b>	<b>2,872,752</b>

PLANNING AND ZONING DEPARTMENT					
Personal Services	619	167	(452)	-73%	2,476
<b>TOTAL PLANNING AND ZONING DEPT.</b>	<b>619</b>	<b>167</b>	<b>(452)</b>	<b>-73%</b>	<b>2,476</b>

POLICE COMMISSION					
Personal Services	242	969	727	300%	969
Contractual Services	825	-	(825)	-100%	3,300
Other Expenses	-	-	-	0%	-
Commodities	13	-	(13)	-100%	50
<b>TOTAL POLICE COMMISSION</b>	<b>1,080</b>	<b>969</b>	<b>(111)</b>	<b>-10%</b>	<b>4,319</b>

PROMOTIONS COMMITTEE					
Contractual Services	3,281	4,718	1,437	44%	13,125
Commodities	250	426	176	70%	1,000
<b>TOTAL PROMOTIONS COMMITTEE</b>	<b>3,531</b>	<b>5,144</b>	<b>1,613</b>	<b>46%</b>	<b>14,125</b>

<b>SUB TOTAL GENERAL FUND EXPENSE</b>	<b>2,130,977</b>	<b>1,659,564</b>	<b>(471,413)</b>	<b>-22%</b>	<b>8,523,903</b>
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<b>SUB TOTAL YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>228,850</b>	<b>485,823</b>	<b>256,973</b>	<b>112%</b>	<b>(454,247)</b>
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GENERAL FUND SUBFUNDS	-	37,516	37,516	100%	-
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<b>TOTAL YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>228,850</b>	<b>523,339</b>	<b>294,489</b>	<b>129%</b>	<b>(454,247)</b>
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Village of Hampshire  
 Budget Versus Actual Report - General Fund Subfunds  
 Three Months Ended July 31, 2024

	School Impact Fees (60)					Library Impact Fees (61)				
	3 MONTHS ENDED			2024-2025		3 MONTHS ENDED			2024-2025	
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
<b>REVENUE</b>										
Investment Income	125	68	(57)	-46%	500	200	195	(5)	-3%	800
Licenses, Fines, Permits, Fees	138,808	171,065	32,257	23%	555,233	10,853	12,337	1,484	14%	43,412
<b>TOTAL REVENUE</b>	<b>138,933</b>	<b>171,133</b>	<b>32,200</b>	<b>23%</b>	<b>555,733</b>	<b>11,053</b>	<b>12,532</b>	<b>1,479</b>	<b>13%</b>	<b>44,212</b>
<b>EXPENSE</b>										
Other Expenses	138,933	160,146	21,213	15%	555,733	11,053	4,950	(6,103)	-55%	44,212
<b>TOTAL EXPENSE</b>	<b>138,933</b>	<b>160,146</b>	<b>21,213</b>	<b>15%</b>	<b>555,733</b>	<b>11,053</b>	<b>4,950</b>	<b>(6,103)</b>	<b>-55%</b>	<b>44,212</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>-</b>	<b>10,987</b>	<b>10,987</b>	<b>100%</b>	<b>-</b>	<b>-</b>	<b>7,582</b>	<b>7,582</b>	<b>100%</b>	<b>-</b>

	Parks Impact Fees (62)					Fire Impact Fees (63)				
	3 MONTHS ENDED			2024-2025		3 MONTHS ENDED			2024-2025	
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
<b>REVENUE</b>										
Investment Income	10	9	(1)	-10%	40	25	20	(5)	-20%	100
Licenses, Fines, Permits, Fees	7,185	15,552	8,367	116%	28,740	40,441	47,927	7,486	19%	161,762
<b>TOTAL REVENUE</b>	<b>7,195</b>	<b>15,561</b>	<b>8,366</b>	<b>116%</b>	<b>28,780</b>	<b>40,466</b>	<b>47,947</b>	<b>7,481</b>	<b>18%</b>	<b>161,862</b>
<b>EXPENSE</b>										
Other Expenses	7,195	14,559	7,364	102%	28,780	40,466	32,713	(7,753)	-19%	161,862
<b>TOTAL EXPENSE</b>	<b>7,195</b>	<b>14,559</b>	<b>7,364</b>	<b>102%</b>	<b>28,780</b>	<b>40,466</b>	<b>32,713</b>	<b>(7,753)</b>	<b>-19%</b>	<b>161,862</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>-</b>	<b>1,002</b>	<b>1,002</b>	<b>100%</b>	<b>-</b>	<b>-</b>	<b>15,234</b>	<b>15,234</b>	<b>100%</b>	<b>-</b>

	Cemetery Impact Fees (66)					Township Impact Fees (67)				
	3 MONTHS ENDED			2024-2025		3 MONTHS ENDED			2024-2025	
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
<b>REVENUE</b>										
Investment Income	9	15	6	67%	35	2	1	(1)	-50%	7
Licenses, Fines, Permits, Fees	2,187	2,350	163	7%	8,750	4,386	5,405	1,019	23%	17,543
<b>TOTAL REVENUE</b>	<b>2,196</b>	<b>2,365</b>	<b>169</b>	<b>8%</b>	<b>8,785</b>	<b>4,388</b>	<b>5,406</b>	<b>1,018</b>	<b>23%</b>	<b>17,550</b>
<b>EXPENSE</b>										
Other Expenses	2,196	-	(2,196)	-100%	8,785	4,388	5,060	672	15%	17,550
<b>TOTAL EXPENSE</b>	<b>2,196</b>	<b>-</b>	<b>(2,196)</b>	<b>-100%</b>	<b>8,785</b>	<b>4,388</b>	<b>5,060</b>	<b>672</b>	<b>15%</b>	<b>17,550</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>-</b>	<b>2,365</b>	<b>2,365</b>	<b>100%</b>	<b>-</b>	<b>-</b>	<b>346</b>	<b>346</b>	<b>100%</b>	<b>-</b>

	Total General Fund Subfunds				
	3 MONTHS ENDED			2024-2025	
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
<b>REVENUE</b>					
Investment Income	371	308	(63)	-17%	1,482
Licenses, Fines, Permits, Fees	203,860	254,636	50,776	25%	815,440
<b>TOTAL REVENUE</b>	<b>204,231</b>	<b>254,944</b>	<b>50,713</b>	<b>25%</b>	<b>816,922</b>
<b>EXPENSE</b>					
Other Expenses	204,231	217,428	13,197	6%	816,922
<b>TOTAL EXPENSE</b>	<b>204,231</b>	<b>217,428</b>	<b>13,197</b>	<b>6%</b>	<b>816,922</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>-</b>	<b>37,516</b>	<b>37,516</b>	<b>100%</b>	<b>-</b>



Village of Hampshire  
 Budget Versus Actual Report - Special Revenue Fund Summary  
 Three Months Ended July 31, 2024

	Tax Increment Financing (05)					Hotel/Motel Tax (07)				
	3 MONTHS ENDED		DELTA \$	DELTA %	2024-2025 TOT BUDGET	3 MONTHS ENDED		DELTA \$	DELTA %	2024-2025 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
<b>REVENUE</b>										
Property Tax	104,850	149,544	44,694	43%	209,700	-	-	-	0%	-
Intergovernmental	-	-	-	0%	-	-	-	-	0%	-
Investment Income	50	278	228	456%	200	1	48	47	4700%	5
Licenses, Fines, Permits, Fees	-	-	-	0%	-	6,250	14,954	8,704	139%	25,000
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	-	-	-	0%	-	-	-	-	0%	-
<b>TOTAL REVENUE</b>	<b>104,900</b>	<b>149,822</b>	<b>44,922</b>	<b>43%</b>	<b>209,900</b>	<b>6,251</b>	<b>15,002</b>	<b>8,751</b>	<b>140%</b>	<b>25,005</b>
<b>EXPENSE</b>										
Contractual Services	625	710	85	14%	2,500	4,750	19,000	14,250	300%	19,000
Commodities	-	-	-	0%	-	-	-	-	0%	-
Other Expenses	47,322	16,684	(30,638)	-65%	189,286	1,500	6,000	4,500	300%	6,000
Transfers	-	-	-	0%	-	-	-	-	0%	-
<b>TOTAL EXPENSE</b>	<b>47,947</b>	<b>17,394</b>	<b>(30,553)</b>	<b>-64%</b>	<b>191,786</b>	<b>6,250</b>	<b>25,000</b>	<b>18,750</b>	<b>300%</b>	<b>25,000</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>56,953</b>	<b>132,428</b>	<b>75,475</b>	<b>133%</b>	<b>18,114</b>	<b>1</b>	<b>(9,998)</b>	<b>(9,999)</b>	<b>-999900%</b>	<b>5</b>

	Road and Bridge (10)					Motor Fuel Tax (15)				
	3 MONTHS ENDED		DELTA \$	DELTA %	2024-2025 TOT BUDGET	3 MONTHS ENDED		DELTA \$	DELTA %	2024-2025 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
<b>REVENUE</b>										
Property Tax	66,766	71,629	4,863	7%	133,532	-	-	-	0%	-
Intergovernmental	1,153	-	(1,153)	-100%	4,612	81,899	83,795	1,896	2%	327,596
Investment Income	1	54	53	5300%	5	6,250	19,905	13,655	218%	25,000
Licenses, Fines, Permits, Fees	-	-	-	0%	-	-	-	-	0%	-
Grant Income	-	-	-	0%	-	-	67,285	67,285	100%	-
<b>TOTAL REVENUE</b>	<b>67,920</b>	<b>71,683</b>	<b>3,763</b>	<b>6%</b>	<b>138,149</b>	<b>88,149</b>	<b>170,985</b>	<b>82,836</b>	<b>94%</b>	<b>352,596</b>
<b>EXPENSE</b>										
Contractual Services	25,000	-	(25,000)	-100%	100,000	13,750	-	(13,750)	-100%	55,000
Commodities	-	-	-	0%	-	62,500	37,611	(24,889)	-40%	250,000
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
<b>TOTAL EXPENSE</b>	<b>25,000</b>	<b>-</b>	<b>(25,000)</b>	<b>-100%</b>	<b>100,000</b>	<b>76,250</b>	<b>37,611</b>	<b>(38,639)</b>	<b>-51%</b>	<b>305,000</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>42,920</b>	<b>71,683</b>	<b>28,763</b>	<b>67%</b>	<b>38,149</b>	<b>11,899</b>	<b>133,374</b>	<b>121,475</b>	<b>1021%</b>	<b>47,596</b>

	SSA #2-26 (52)					Total Special Revenue Funds				
	3 MONTHS ENDED		DELTA \$	DELTA %	2024-2025 TOT BUDGET	3 MONTHS ENDED		DELTA \$	DELTA %	2024-2025 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
<b>REVENUE</b>										
Property Tax	26,959	28,717	1,758	7%	53,919	198,575	249,890	51,315	26%	397,151
Intergovernmental	-	-	-	0%	-	83,052	83,795	743	1%	332,208
Investment Income	125	186	61	49%	500	6,427	20,471	14,044	219%	25,710
Licenses, Fines, Permits, Fees	-	-	-	0%	-	6,250	14,954	8,704	139%	25,000
Grant Income	-	-	-	0%	-	-	67,285	67,285	100%	-
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	-	-	-	0%	-	-	-	-	0%	-
<b>TOTAL REVENUE</b>	<b>27,084</b>	<b>28,903</b>	<b>1,819</b>	<b>7%</b>	<b>54,419</b>	<b>294,304</b>	<b>436,395</b>	<b>142,091</b>	<b>48%</b>	<b>780,069</b>
<b>EXPENSE</b>										
Personal Services	6,020	6,987	967	16%	24,082	6,020	6,987	967	16%	24,082
Contractual Services	-	-	-	0%	-	44,125	19,710	(24,415)	-55%	176,500
Commodities	-	-	-	0%	-	62,500	37,611	(24,889)	-40%	250,000
Other Expenses	7,982	1,012	(6,970)	-87%	31,926	56,804	23,696	(33,108)	-58%	227,212
Transfers	-	-	-	0%	-	-	-	-	0%	-
<b>TOTAL EXPENSE</b>	<b>14,002</b>	<b>7,999</b>	<b>(6,003)</b>	<b>-43%</b>	<b>56,008</b>	<b>169,449</b>	<b>88,004</b>	<b>(81,445)</b>	<b>-48%</b>	<b>677,794</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>13,082</b>	<b>20,904</b>	<b>7,822</b>	<b>60%</b>	<b>(1,589)</b>	<b>124,855</b>	<b>348,391</b>	<b>223,536</b>	<b>179%</b>	<b>102,275</b>





Village of Hampshire  
 Budget Versus Actual Report - Agency Fund Summary  
 Three Months Ended July 31, 2024

	SSA#14 B&I (43)					SSA#13 B&I (45)				
	3 MONTHS ENDED			2024-2025		3 MONTHS ENDED			2024-2025	
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
<b>REVENUE</b>										
Property Tax	402,574	421,429	18,855	5%	805,149	182,600	180,660	(1,940)	-1%	365,200
Investment Income	7,500	14,229	6,729	90%	30,000	3,750	7,610	3,860	103%	15,000
Licenses, Fines, Permits, Fees	-	-	-	0%	-	-	-	-	0%	-
Other Income	-	-	-	0%	-	-	-	-	0%	-
<b>TOTAL REVENUE</b>	<b>410,074</b>	<b>435,658</b>	<b>25,584</b>	<b>6%</b>	<b>835,149</b>	<b>186,350</b>	<b>188,270</b>	<b>1,920</b>	<b>1%</b>	<b>380,200</b>
<b>EXPENSE</b>										
Other Expenses	210,870	-	(210,870)	-100%	843,478	98,993	-	(98,993)	-100%	395,973
<b>TOTAL EXPENSE</b>	<b>210,870</b>	<b>-</b>	<b>(210,870)</b>	<b>-100%</b>	<b>843,478</b>	<b>98,993</b>	<b>-</b>	<b>(98,993)</b>	<b>-100%</b>	<b>395,973</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>199,204</b>	<b>435,658</b>	<b>236,454</b>	<b>119%</b>	<b>(8,329)</b>	<b>87,357</b>	<b>188,270</b>	<b>100,913</b>	<b>116%</b>	<b>(15,773)</b>

	Total Agency Funds				
	3 MONTHS ENDED			2024-2025	
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
<b>REVENUE</b>					
Property Tax	585,174	602,089	16,915	3%	1,170,349
Investment Income	11,250	21,839	10,589	94%	45,000
Licenses, Fines, Permits, Fees	-	-	-	0%	-
<b>TOTAL REVENUE</b>	<b>596,424</b>	<b>623,928</b>	<b>27,504</b>	<b>5%</b>	<b>1,215,349</b>
<b>EXPENSE</b>					
Other Expenses	309,863	-	(309,863)	-100%	1,239,451
<b>TOTAL EXPENSE</b>	<b>309,863</b>	<b>-</b>	<b>(309,863)</b>	<b>-100%</b>	<b>1,239,451</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>286,561</b>	<b>623,928</b>	<b>337,367</b>	<b>118%</b>	<b>(24,102)</b>

Village of Hampshire  
 Budget Versus Actual Report - Pension Trust Summary  
 Three Months Ended July 31, 2024

	<b>Pension Trust Fund Revenues (90)</b>				
	<b>3 MONTHS ENDED</b>				<b>2024-2025</b>
	<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>DELTA \$</b>	<b>DELTA %</b>	<b>TOT BUDGET</b>
<b>REVENUE</b>					
Investment Income	62,500	11,548	(50,952)	-82%	250,000
Realized and Unrealized Gain/(Loss)	-	221,688	221,688	100%	-
Less: Investment Fees	-	(467)	(467)	-100%	-
Member Contributions	24,429	28,077	3,648	15%	97,717
Employer Contributions	143,750	-	(143,750)	-100%	575,000
Creditable Service Transfer In	-	-	-	0%	-
Miscellaneous Income	-	-	-	0%	-
<b>TOTAL REVENUE</b>	<b>230,679</b>	<b>260,846</b>	<b>30,167</b>	<b>13%</b>	<b>922,717</b>

	<b>Pension Trust Fund Expenses (90)</b>				
	<b>3 MONTHS ENDED</b>				<b>2024-2025</b>
	<b>YTD BUDGET</b>	<b>YTD ACTUAL</b>	<b>DELTA \$</b>	<b>DELTA %</b>	<b>TOT BUDGET</b>
<b>EXPENSE</b>					
Pension Payments	52,813	48,732	(4,081)	-8%	211,253
Refund of Contributions	75,148	-	(75,148)	-100%	300,591
Transfer to Other Pension Funds	-	-	-	0%	-
Contractual Services	12,875	780	(12,095)	-94%	51,500
Other Expenses	675	30	(645)	-96%	2,700
<b>TOTAL EXPENSE</b>	<b>141,511</b>	<b>49,542</b>	<b>(91,969)</b>	<b>-65%</b>	<b>566,044</b>
<b>YEAR-TO-DATE SURPLUS/(DEFICIT)</b>	<b>89,168</b>	<b>211,304</b>	<b>122,136</b>	<b>137%</b>	<b>356,673</b>