



Village of Hampshire
Village Board Meeting
Thursday, December 5, 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 November 21, 2024
6. Swearing in of Officer Joseph Tiedel
7. Village Manager's Report
 - a. Ordinance Approving the Annexation of the Property Located at the Southeast corner of U.S. Route 20 and Interstate 90 commonly known as the Ziegler Land
 - b. Ordinance Approving a Map Amendment (Rezoning) of the Property Located at the Southeast corner of U.S. Route 20 and Interstate 90 commonly known as the Ziegler land from E-1, Estate, District to M-2, General Industrial, District
 - c. Ordinance Approving a Text Amendment to Sec. 6-9-3-C of the Hampshire Zoning Ordinance to permit Automobile Sales Lot as a Special Use in the M-2, General Industrial, District
 - d. Ordinance Approving a Special Use for 167 Flannigan Rd. to permit an Automobile Sales Lot
 - e. Ordinance Authorizing Renewal of Aggregation Program for Electrical Load
 - f. Resolution Authorizing Participation as a Member in the Illinois Emergency Management Mutual Aid System Response
 - g. Resolution Authorizing Expenditure for Snowplow Truck Upfit in the Amount to not Exceed \$130,748
 - h. Resolution Awarding Bid for Wastewater Treatment Facility Ultraviolet (UV) System Replacement Project to Boiler Construction Company in the Amount to not Exceed \$596,293
 - i. Resolution Approving a Professional Services Agreement with Engineering Enterprises, Inc. for Construction Engineering for Wastewater Treatment Facility Ultraviolet (UV) System Replacement Project in the Amount to not Exceed \$34,718
 - j. Presentation on Special Service Area Tax Levies
8. Staff Reports
 - a. Building Report
 - b. Engineering Report

9. Accounts Payable
 - a. A Motion to Approve the December 5, 2024, Accounts Payable to Personnel
 - b. A Motion to Approve the December 5, 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, November 21, 2024 - 7:02 PM
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

1. **Call to Order**

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

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

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

Absent: None.

A Quorum was Established.

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

3. **Pledge of Allegiance**

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

4. A Motion to Approve Trustee Kelly to join the meeting Remotely.

Trustee Mott moved to approve Trustee Kelly to join the meeting remotely.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

5. **Public Comments**

None

6. **A Motion to Approve the Meeting Minutes from November 7, 2024.**

Trustee Koth moved to approve the Meeting Minutes from November 7, 2024 with corrections.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

7. **A Motion to Approve the Appointment of Mary Brandes as Deputy Village Clerk.**

- a. Trustee Robinson moved to Approve the Appointment of Mary Brandes as Deputy Village Clerk.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- b. **A Motion to Approve the Appointment of Mo Khan as Deputy Village Clerk.**

Trustee Robinson moved to Approve the Appointment of Mo Khan as Deputy Village Clerk.

Seconded by: Trustee Mott.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

8. **Village Manager's Report**

- a. **A Motion to Award a Façade Improvement Grant to Neon Cow at 145 S. State. St. in the Amount to Not Exceed \$19,965 (75% of Total Project Cost.)**

Trustee Koth moved to approve the Motion to Award a Façade Improvement Grant to Neon Cow at 145 S. State. St. in the Amount to Not Exceed \$19,965 (75% of Total Project Cost.)

Seconded by: Trustee Robinson.

Roll Call Vote:

Ayes: Fodor, Kelly, Koth, Mott.

Nayes: Pollastrini.

Absent: None.

Abstain: Robinson.

Motion Approved.

- b. Discussion was had for the Façade Improvement Grant Award for The Kave at 123 Washington in the Amount to Not Exceed \$17,928 (50% of Total project Cost) to be Awarded in Fiscal Year 2026.
- c. **A Motion to Approve Resolution 24-42 Determining the Amount of Funds to be Levied and Setting the Public Hearing for Corporate Tax Levy.**

Trustee Robinson moved to Approve Resolution 24-42 Determining the Amount of Funds to be Levied and Setting the Public Hearing for Corporate Tax Levy.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- d. **A Motion to Approve Resolution 24-43 Authorizing Expenditure for Purchase of a Cob & Chassis for a Snowplow Truck in the Amount of \$122,747**

Trustee Koth moved to Approve Resolution 24-43 Authorizing Expenditure for Purchase of a Cob & Chassis for a Snowplow Truck in the Amount of \$122,747

Seconded by: Trustee Robinson.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- e. **A Motion to Approve Resolution 24-44 Authorizing the Sale of a 2018 Ford Explorer to the Hampshire Fire Protection District in the amount of \$10,500.**

Trustee Robinson moved to Approve Resolution 24-44 Authorizing the Sale of a 2018 Ford Explorer to the Hampshire Fire Protection District in the amount of \$10,500.

Seconded by: Trustee Koth.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- f. **A Motion to Approve Resolution 24-45 Accepting Public Improvements to Ryan Drive and Releasing Bonds for Ryan Drive and Old Dominion Development at 200 Ryan Drive.**

Trustee Robinson moved to approve Resolution 24-45 Accepting Public Improvements to Ryan Drive and Releasing Bonds for Ryan Drive and Old Dominion Development at 200 Ryan Drive.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

g. **A Motion the Table letter g on the agenda, Presentation on Special Service Area Tax Levies.**

Trustee Fodor moved to Table letter g on the agenda, Presentation on Special Service Area Tax Levies.

Seconded by: Trustee Pollastrini.

Roll Call Vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion Approved.

9. **Staff Reports**

a. Police Report:

Discussion was had about the Digital Ticketing System. Chief Pann explained why the implementation is taking so long and he is in hopes that it should be up and running any day now.

b. Streets Report:

Streets Supervisor, Dave Starrett provided a plowing map with routes and driver of each route to the board to review.

Trustee Pollastrini thanked Dave for the information.

c. Financial Report:

No Discussion

10. **Accounts Payable**

a. A Motion to Table November 21, 2024, Account Payable to Personnel indefinitely.

Trustee Fodor moved to Table November 21, 2024; Account Payable to Personnel indefinitely.

Seconded by: Trustee Robinson.

Roll Call Vote.

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- b. A Motion to Approve November 21, 2024, Regular Accounts Payable in the amount of \$425,087.15.

Trustee Robinson moved to Approve November 21, 2024, Regular Accounts Payable in the amount of \$425, 087.15

Seconded by: Trustee Koth.

Roll Call Vote.

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

Nayes: None.

Absent: None.

Motion Approved.

11. **Village Board Committee Reports**

- a. Business Development Committee

Trustee Kelly reported that the signage for Delta Yoga and Style on State are complete. And the Kane County Economic Development Plan is under review.

12. **New Business**

No Discussion

13. **Announcements**

Trustee Pollastrini would like to remind everyone of the Jingle Fest parade. December 7.

14. **Executive Session**

Trustee Robinson moved to go into Executive Session at 8:23 p.m.

Seconded by: Trustee Koth.

Roll Call Vote.

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- a. Executive minutes were reviewed.
- b. Personnel matters were discussed.

Trustee Robinson moved to adjourn Executive Session at 8:58.

Seconded by: Trustee Pollastrini.

Roll Call Vote.

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved

15. **Adjournment**

Trustee Robinson moved to adjourn at 8:59 p.m.

Seconded by: Trustee Mott.

All Call Vote.

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

Nayes: None.

Absent: None.

Motion Approved.



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

Agenda Supplement

TO: President Reid; Board of Trustees
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Village Board Meeting on December 5, 2024
**RE: PZC-24-09 - Zeigler Land (SEC U.S. Route 20 & Interstate 90) -
Annexation & Map Amendment (Rezoning)**

Background: Z Investments, LLC (Petitioner & Owner) is requesting annexation and a map amendment (rezoning) for the subject property generally located at the southeast corner of U.S. Route 20 & Interstate 90 commonly known as the Ziegler property. The property is currently unincorporated but within the Village’s planning jurisdiction.

The intent and reasoning for the map amendment (rezoning) request is so that any potential developer/business interested in the subject property knows what uses are allowed by right or special use.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission held a Public Hearing on the matter on November 25, 2024 and recommended approval of the variance request by a vote of 4-0.

The Planning & Zoning Commission adopted the Findings of Fact of Village staff, which stated that the properties in the general area are zoned and used for industrial/manufacturing and the trend of development in the general area is industrial/manufacturing.

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

Recommendation: For the Village Board to consider the annexation request and the Planning & Zoning Commission approval recommendation of the map amendment (rezoning) for the property generally located at the southeast corner of U.S. Route 20 & Interstate 90 commonly known as the Ziegler property with the condition that the Plat of Annexation be reviewed and approved by the Village Engineer and Village Attorney.

Attachments:

1. Planning & Zoning Commission Agenda Supplement
2. Land Use Application
3. Petition for Annexation
4. Plat of Survey
5. Plat of Annexation
6. Parcel Legal Description
7. Project Narrative
8. Ord. 24-XX (Annexation)
9. Ord. 24-XX (Map Amendment/Rezoning)



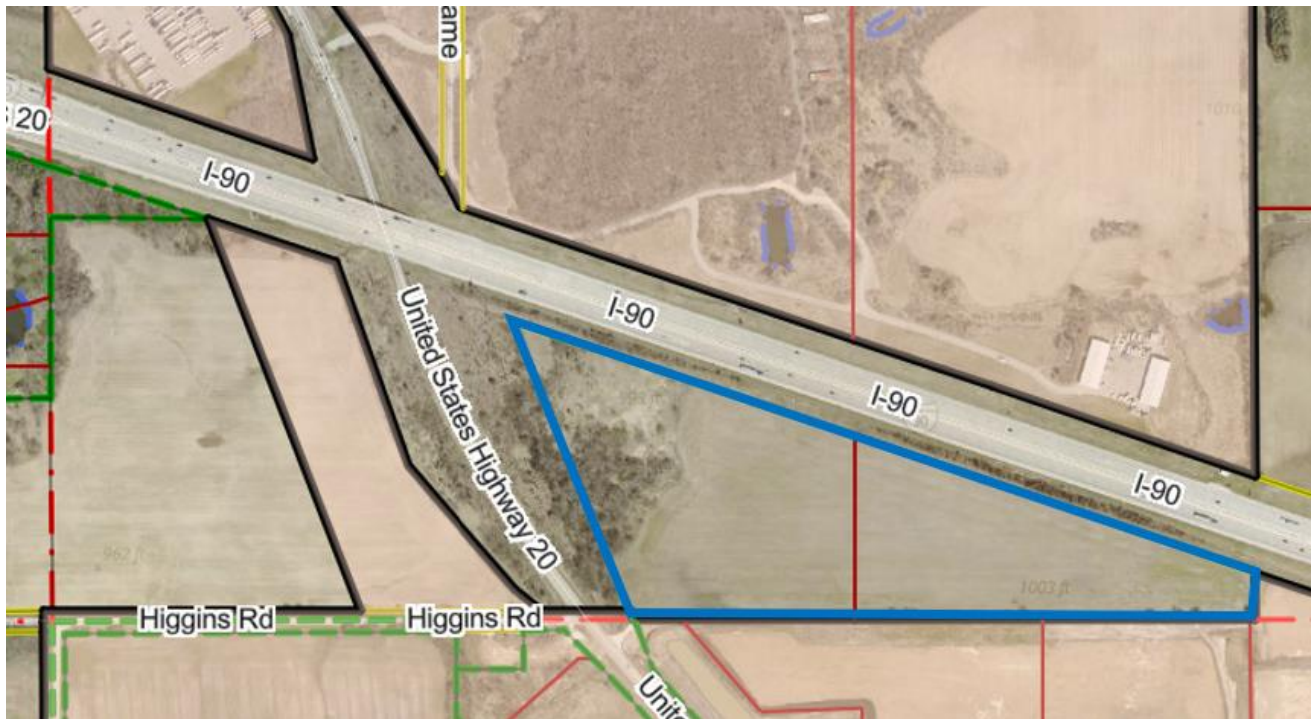
Village of Hampshire
234 S. State Street, Hampshire IL 60140
Phone: 847-683-2181 | www.hampshireil.org

AGENDA SUPPLEMENT

TO: Planning & Zoning Commission
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Planning & Zoning Commission Meeting on November 25, 2024
RE: PZC-24-09 - SEC U.S. Route 20 & I-90 - Map Amendment (Rezoning)

PROPOSAL: Z Investments, LLC (Petitioner & Owner) is requesting the approval of the following:

1. Request for Map Amendment (Rezoning) From E-1, Estate, District to M-2 General Industrial, District upon Annexation



BACKGROUND: The petitioner is seeking to annex and rezone the subject property to M-2, General Industrial, District. The intent and reasoning for the rezoning request is so that any potential developer/business interested in the subject property knows what uses would be allowed on the property by right or by special use.



ANALYSIS: The subject property is approximately 27 acres and is located at the southeast corner of U.S. Route 20 and Interstate 90. The subject property is currently unimproved. The

The subject property is currently zoned F, Farming District in unincorporated Kane County.

The following are the adjacent property zoning and uses:

North: O-M, Office & Restricted Manufacturing District - Undeveloped

South: M-2, General Industrial District - Undeveloped

East: M-2, General Industrial District - Undeveloped

West: F-1, Restricted Farming District - Undeveloped

Zoning Bulk Standards: The Zoning Ordinance does not prescribe any minimum lot standards for M-2, General Industrial District lots.

REQUIRED FINDINGS OF FACT: The following are the required findings of fact for a Map Amendment (Rezoning) per Sec. 6-14-3-G-8-a:

1. Existing uses of property within the general area of the property in question.
2. The zoning classification of property within the general area of the property in question.
3. The suitability of the property in question to the uses permitted under the existing zoning classification.
4. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in it is present zoning classification.
5. The objectives of the current land use plan.

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

1. There are no existing uses on the properties adjacent to the subject property. The uses in the general area are industrial/manufacturing southwest of the subject property.
2. With the exception of the property to the west, the zoning of the adjacent properties is office/industrial. The property abutting the subject property is zoned M-2, which is the same zoning classification being requested.
3. Upon annexation, the property will be zoned E-1, as required by the zoning ordinance. E-1 zoning permits large estate-like residential lots. A residential development would not be suitable for this subject property as it is adjacent to office/industrial zoning.



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4. The trend of development in the general area of the subject property is primarily industrial/manufacturing as seen by the industrial/manufacturing park located to the southwest of the subject property. Additionally, the property directly to the south of the subject property has been platted and zoned for industrial/manufacturing uses.
5. The Future Land Use Map has designated the subject property as Interchange Commercial.

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

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-24-09 for a map amendment (rezoning) for the properties generally located at the southeast corner of U.S. Route 20 & Interstate 90.

DOCUMENTS ATTACHED:

1. Land Use Application
2. Plat of Survey
3. Project Narrative



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

Land Use Application

Date: _____

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 E-1 District to M2 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: Z Investments, LLC Email: David@zace.net
Address: 215 N. Spring St., Elgin, IL 60120 Phone: 847-741-5610

CONTACT PERSON (if different from applicant)

Name: Scott Richmond, Esq. Email: sgr@attorneys-illinois.com
Address: 2000 McDonald Rd., Ste. 200, Phone: 847-695-2400
South Elgin, IL 60177

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): Z Investments

Address: I90 and US 20

Parcel Number(s): 01-02-300-010 and 01-02-400-009

Total Area (acres): 28

Legal Description: must be attached to this application

Fire Protection District: Hampshire FPD

School District: Dist. 300

Library District: Ella Johnson Memorial Public Library District

Park District: Hampshire Township Park District

Township: Hampshire

Current Zoning District: F

Current Use:

Vacant farmland

Proposed Zoning/Variance/Use:

M-2

Reason/ Explanation for Zoning/ Variance/ Use:

To annex into Village of Hampshire and make property marketable and compatible with adjoining property, which is zoned M-2.



Village of Hampshire

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

Petition for Annexation

Date: _____

TO THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, ILLINOIS

The undersigned petitioners,

Name	Address	E-Mail-Address
<u>Z Investments, LLC</u>	<u>215 N. Spring St., Elgin, IL 60120</u>	<u>David@zace.net</u>
_____	_____	_____
_____	_____	_____

who are the owners of record of all the land hereinafter described, together with at least 51% of the electors residing upon the hereinafter described premises, as listed here

Name	Address	E-Mail-Address
<u>None</u>	_____	_____
_____	_____	_____
_____	_____	_____

respectfully request that the said premises, which has 0 number of dwelling structures located thereon, be annexed to the Village of Hampshire, Illinois.

Land to be Annexed

Property Index #	Address	Township	Fire District	School District
<u>01-02-300-010</u>	<u>Rte 20/I-90</u>	<u>Hampshire</u>	<u>Hampshire</u>	<u>300</u>
<u>01-02-400-009</u>	<u>Rte 20/I-90</u>	<u>Hampshire</u>	<u>Hampshire</u>	<u>300</u>
_____	_____	_____	_____	_____

ATTACH the legal description (s) of all territory included in this Petition for Annexation.

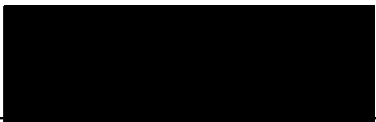
ATTACH additional pages as necessary to include all required information.

The undersigned further state(s) that the above-described territory and every portion thereof is not presently within the corporate limits of any municipality, and is contiguous to the Village of Hampshire, Kane County, Illinois.

This petition is filed pursuant to Chapter 65, Cities and Villages, Section 7-1-1, et seq., of the Compiled Statutes of the State of Illinois.

By:

David Ziegler, Manager



Name

Signature

Name

Signature

Name

Signature

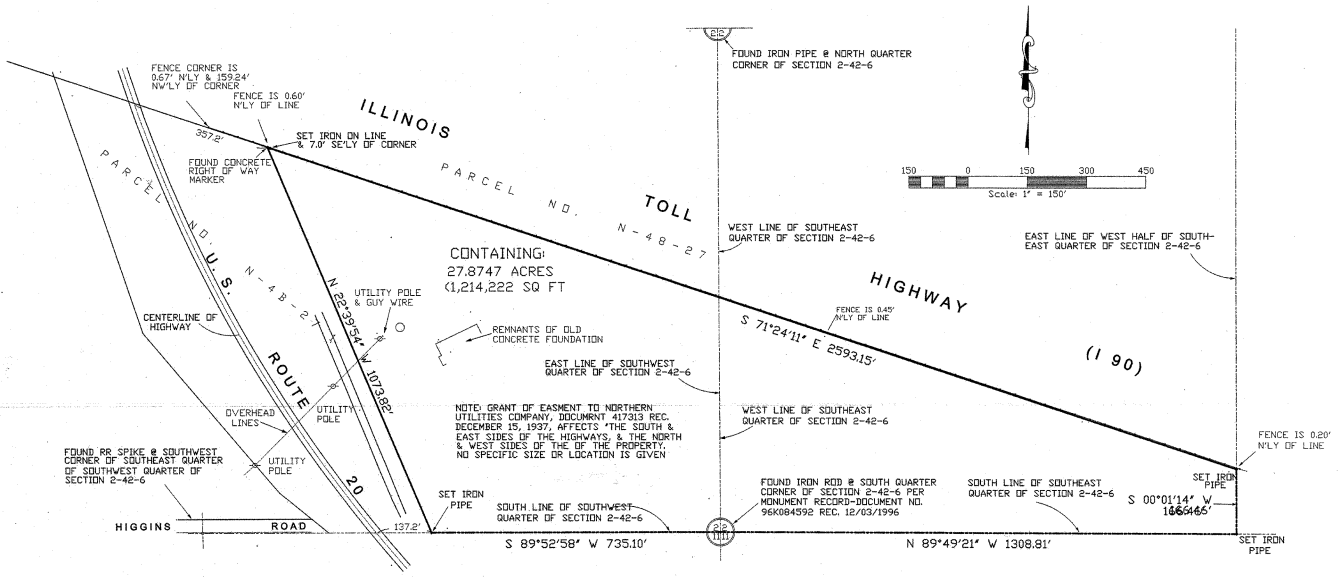
For each signature, be sure to include the necessary Notary clause / signature and seal provided on the next page.

Alan J. Coulson, P.C. PROFESSIONAL LAND SURVEYORS PLAT OF SURVEY

OF PROPERTY DESCRIBED AS:

That part of the West Half of the Southeast Quarter and of the East Half of the Southwest Quarter of Section 2, Township 42 North, Range 6 East of the Third Principal Meridian, lying Southerly of the Southerly line of Parcel No. N4B27 acquired by the Illinois State Toll Highway Commission through Proceedings filed in the Circuit Court of Kane County, Illinois, as Case Number 57441, and Easterly of the Easterly line of U.S. Route 20, in the Township of Hampshire, Kane County, Illinois.

ALTA/NSPS LAND TITLE SURVEY



UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM VISIBLE EVIDENCE AND EXISTING UTILITY MAPS AND RECORDS, IF FURNISHED. WE DO NOT GUARANTEE THAT THE UTILITY LINES SHOWN COMPRISE ALL THE UTILITIES EXISTING IN THE AREA, EITHER IN SERVICE OR ABANDONED. NOR DO WE WARRANT THAT SAID UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED, ONLY THAT THE LOCATION MARKINGS, (PROVIDED BY OTHERS), HAVE BEEN FIELD LOCATED. WE HAVE ACCURATELY LOCATED ALL VISIBLE STRUCTURES. WE CANNOT BE RESPONSIBLE FOR ITEMS NOT VISIBLE, SUCH AS STRUCTURES BURIED OR UNDER HEAVY SNOW COVER, NOR ITEMS NOT LOCATED BY THE RESPECTIVE UTILITY COMPANIES OR THEIR AGENTS.

SURVEYORS NOTES:

Dimensions shown are given in feet and decimal parts thereof.

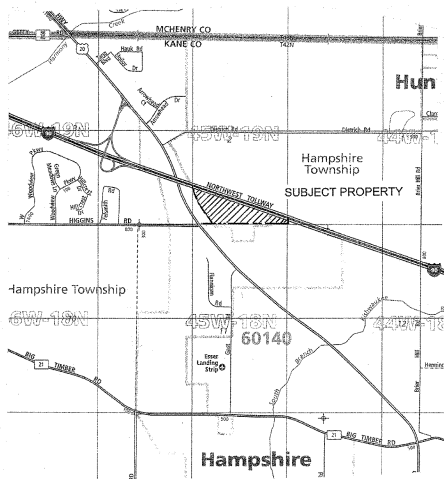
We do not certify to underground drain tiles or utilities not visible by surface inspection.

Underground utility lines shown hereon were located by the respective utility companies or their agents. J.U.L.I.E. was called on July 15, 2020. Dig No. X1951802.

Easements and servitudes shown hereon are based on a title commitment issued by Chicago Title Insurance Company as identified by Commitment No. 2002NW-043230EL and dated June 9, 2020.

No part of the subject property falls within the 100 year flood hazard area as determined by the Federal Emergency Management Agency (FEMA) and as shown on the Flood Insurance Rate Map, Community Panel No. 17089C0020J effective date of June 6, 2015.

As stated above, J.U.L.I.E. was called to mark all the underground utilities by July 15 @ 1:00 P.M. Nothing had been marked from that day through Aug. 15, the day when we performed our field work.



VICINITY MAP

STATE OF ILLINOIS }
COUNTY OF KANE } ss: August 17, 2020

I hereby certify that I have surveyed the property described in the above caption according to the official record, and that the above plat is a true and correct representation of said survey.

[Signature]
Charles J. Hill, Professional Land Surveyor No. 35-2700
My License expires 11/30/2020

Any discrepancy in measurement should be promptly reported to the surveyor for explanation or correction.
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WE DO NOT CERTIFY AS TO THE LOCATION OF UNDERGROUND UTILITIES OR UNDERGROUND IMPROVEMENTS.

STATE OF ILLINOIS)
COUNTY OF KANE) ss: Aug. 17, 2020

To: Chicago Title Insurance Company
Equity Trust Company Custodian For Paul Swanson IRA

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2015 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 8, 11, 16-18 and 20* of Table A thereof. (\$1,000,000.00)

The field work was completed on 8/15/20

Date of Plat of Map: 8/17/20

[Signature]
Charles J. Hill
I. P. L. S. #2700
My license expires on November 30, 2020

There is no evidence of the site used as a solid waste dump, dump or sanitary landfill.

No utility maps or atlases were provided by the client or utility companies

There is no evidence of a cemetery/burial ground

There are no party walls on the property.

There were no wetland stakes observed on the property.

FIELD WORK COMPLETED: Aug 15, 2020

THIS SURVEY IS VALID ONLY WITH EMBOSSED SEAL.

This professional service conforms to the current Illinois minimum standards for a boundary survey.

Professional Design Firm Land Surveying Corporation, License No. 184-002863

Alan J. Coulson, P.C.
PROFESSIONAL LAND SURVEYORS

645 S. 8th St., (Rte. 31) West Dundee, IL 60118
Phone: (847)-426-2911 Fax: (847)-426-8074
E-MAIL: SIRVAYR@ALANJCOULSON.COM

Scale: 1"=150'
Ordered: S. RICHMOND
Buyer: ONE
Drawn: CHA
Job: 420,219 DKT
City: Hampshire

LEGAL DESCRIPTIONS:

PARCEL 1:

That part of the West Half of the Southeast Quarter and of the East Half of the Southwest Quarter of Section 2, Township 42 North, Range 6 East of the Third Principal Meridian, lying Southerly of the Southerly line of Parcel N-4B-27 acquired by the Illinois State Tollway Highway Commission through proceedings filed in the Circuit Court of Kane County, Illinois as Case No. 57-441, and Easterly of the Easterly line of U.S. Route 20, in the Township of Hampshire, Kane County, Illinois.

PARCEL 2:

That part of the South Half of the Southwest Quarter of Section 2, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Beginning at a point on the South line of the Southwest Quarter of Section 2, a distance of 1634.6 feet East of the Southwest corner thereof; thence Northwesterly on a line forming an angle of 140 degrees 45 minutes to the left with the last described South line, a distance of 162.3 feet to a point; thence Northwesterly on a line forming an angle of 10 degrees 46 minutes to the right with the last described line extended, a distance of 536.7 feet to a point; thence Northwesterly on a line forming an angle of 21 degrees 29 minutes to the right with the last described line extended, a distance of 709.9 feet to a point; thence Southeasterly on a line forming an angle of 128 degrees 32 minutes to the right with the last described line extended, a distance of 608.1 feet to a point on the Easterly right-of-way line of existing State Bond Issue Route 5; thence Southeasterly along said right-of-way line to a point on the South line of the Southwest Quarter of Section 2; thence Westerly along said South line, a distance of 261.8 feet to the Place of Beginning, in Kane County, Illinois.

PARCEL 3:

That part of Parcel N-4B-27 acquired by the Illinois State Tollway Highway Commission through proceedings filed in the Circuit Court of Kane County, Illinois as Case No. 57-441 of the South Half of Section 2, Township 42 North, Range 6 East of the Third Principal Meridian, lying Northwesterly of the East line of the West Half of the Southeast Quarter of said Section 2 and Southeasterly of a line drawn from the Southwesterly corner of Parcel N-4B-26.1 and the Northwesterly corner of Parcel N-4B-27.1 of aforesaid Illinois State Tollway Highway, in Kane County, Illinois.



ARIANO HARDY RITT
 NYULI RICHMOND LYTLE & GOETTEL P.C.

Lisa M. Nyuli *
 Scott G. Richmond
 Aaron J. Lytle **
 Karrsten Goettel
 Taylor J. Spooner
 Jacob M. Joseph

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 SOUTH ELGIN, IL 60177-3324
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 PO Box 857
 Huntley, IL 60142

Susan W. Rogaliner (*Of Counsel*)
 Frank V. Ariano (*Retired*)
 Ralph C. Hardy (*1943-2021*)
 Norbert C. Ritt (*Retired*)

**Fellow of the American
 Academy of Matrimonial Lawyers*

***Licensed in Illinois & Wisconsin*

September 30, 2024

PROJECT NARRATIVE

The proposed Annexation is for the parcels of land totaling approximately 28 acres in size. The remaining acreage shown on the Preliminary Plat of Annexation incorporates existing ROW with US Route 20 and US Interstate Route 90.

These parcels are presently vacant farmland and have been leased for farming at all times they have been owned by the Petitioner, Z Investments. However, the Petitioner seeks to make the properties more marketable for future development. The parcels adjoin several parcels to the south and east zoned M2. The area surrounding the parcels south of I-90 are zoned either M2 or OM.

There is no specific plan for development of the properties and the intent is to list them for sale upon annexation and re-zoning for future development.

The following are Petitioner’s responses regarding Findings of Fact (6-14-3(G)(8)(a)):

1. The existing uses of properties within the general area of the property in question will not be adversely affected. In this area are several industrial/commercial sites. Directly to the south of the parcel is an industrial/commercial development.
2. The annexation and re-zoning of the parcels is compatible with those surrounding it. The parcels adjoin several parcels to the south and east zoned M2. The area surrounding the parcels south of I-90 are zoned either M2 or OM.
3. The properties in the Petition are suitable to the uses permitted under the existing zoning classification. The surrounding properties are zoned M2 and these properties are adjacent to major highways in Route 20 and I90, making them compatible with M2 type uses requiring access to same.
4. The trend of development in this area is commercial/industrial due to its proximity to major interstate highways. Surrounding parcels are all zoned M2 or OM.
5. The objectives of the current land use plan are to eventually site Industrial and warehouse distribution or other commercial businesses on these sites, which is

compatible with the Village's Future Land Use map and with the existing land uses surrounding this property.

Very truly yours,

Scott G. Richmond, Esq.

Scott G. Richmond, Esq.
Attorney for Petitioner, Z Investments, LLC

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO THE VILLAGE OF
HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
*(Ziegler Land - Southeast Corner of U.S. Route 20 & Interstate 90)***

**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 ANNEXING CERTAIN REAL PROPERTY TO THE VILLAGE OF
HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
(*Ziegler Land - Southeast Corner of U.S. Route 20 & Interstate 90*)**

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

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

WHEREAS, there exists certain real property commonly known as the Ziegler Land and generally located at the southeast corner of U.S. Route 20 & Interstate 90 in located in unincorporated Kane County, Illinois (the “Property”), which is legally described in the petition for annexation (the “Annexation Petition”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Property is vacant farmland, is adjacent and contiguous to the Village, is not located within the corporate limits of any other municipality and an accurate map of the Property to be annexed is included with the Annexation Petition; and

WHEREAS, pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8), the owner of record of the Property (the “Owner”) filed a written Annexation Petition with the Village Clerk; and

WHEREAS, the Annexation Petition: (1) requests that the Village annex the Property; (2) states that no electors reside on the Property; and (3) is under oath; and

WHEREAS, the Corporate Authorities have considered the question of whether the Village would annex the Property to the Village; and

WHEREAS, the Owner desires that, if the Property is annexed to the Village, it will subsequently be developed and will further the orderly growth of the Village, increase the assessed value of the property therein, and will serve the best interests of the Village and its residents; and

WHEREAS, all petitions and other documents necessary to accomplish the annexation of the Property into the Village have been executed and all statutory procedures have been complied with; and

WHEREAS, all necessary hearings have been held and all notices have been mailed to the necessary entities and officials in accordance with, and as required by or pursuant to, applicable provisions of law, including Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1, *et seq.*); and

WHEREAS, if the Property includes any highway under the jurisdiction of any township, the Township Commissioner of Highways, the Board of Town Trustees, the Township Supervisor and the Township Clerk were notified in writing by certified or registered mail before any action was taken for annexation; and

WHEREAS, the Property can legally be annexed into the Village, the Owner desires that the Property be annexed into and be part of the Village and the Village is authorized to annex the Property pursuant to law, including Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

WHEREAS, after due and careful consideration, the Corporate Authorities hereby find and determine that annexing the Property to the Village will: (1) further the orderly growth of the

Village; (2) increase the assessed value of the property therein; and (3) serve the best interests of the Village and its residents; and

WHEREAS, based on the foregoing, a majority of the Corporate Authorities currently holding office hereby vote to annex the Property to the Village;

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

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

SECTION 2. The Corporate Authorities hereby approve of and authorize the annexation of the Property to the Village. The Property is and shall be annexed to the Village. The President is hereby authorized and directed to sign and the Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required to carry out, give effect to and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith. Within ninety (90) days of the adoption of this Ordinance, the Village Clerk is authorized and directed to record and file, in the Kane County Recorder's Office and the Kane County Clerk's Office, a certified copy of this Ordinance, including the Annexation Petition, and the affidavit(s) of service required by law. The Village Clerk is further authorized and directed to report the annexation, by certified or registered mail, to all election authorities, as defined in Section 7-1-1

of the Illinois Municipal Code (65 ILCS 5/7-1-1), the Department of Transportation and the United States post office branches serving the Property within thirty (30) days of the annexation.

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

SECTION 4. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

EXHIBIT A
(ANNEXATION PETITION)

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 ANNEXING CERTAIN REAL PROPERTY TO THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
(Ziegler Land - Southeast Corner of U.S. Route 20 & Interstate 90)**

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)

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE
VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
*(Ziegler Land - Southeast Corner of U.S. Route 20 & Interstate 90)***

**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 REZONING CERTAIN REAL PROPERTY LOCATED IN THE
VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
(*Ziegler Land - Southeast Corner of U.S. Route 20 & Interstate 90*)**

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

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

WHEREAS, there exists certain real property commonly known as the Ziegler Land and generally located at the southeast corner of U.S. Route 20 & Interstate 90 in located in unincorporated Kane County, Illinois (the “Property”), which is legally described in the petition for annexation (the “Annexation Petition”), attached hereto and incorporated herein by reference; and

WHEREAS, the owner of record, a designee, related party or an assignee (the “Owner”) desires to have the Property annexed and rezoned to allow for the future development of the Property; and

WHEREAS, the Corporate Authorities have or will consider an ordinance annexing the Property, or a portion thereof, into Village; and

WHEREAS, pursuant to Section 6-5-4 of the Municipal Code of Hampshire of 1985 (the “Village Code”), upon annexation property is automatically classified as part of and within the E-

1 Estate District (“E-1 District”), and is subject to all of the conditions and regulations applicable to properties in the E-1 District; and

WHEREAS, the Owner and/or an authorized designee, with the Owner’s consent, submitted an application to the Village that included exhibits containing plans and specifications for the Property (the “Petition”), incorporated herein by reference, requesting that the Village rezone the Property from an E-1 Estate district to an M-2 General Industrial District (the “Zoning Relief”); to allow any future developer to know what potential uses would be allowed or permitted on the Property; and

WHEREAS, pursuant to Section 11-13-14 of the Illinois Municipal Code (65 ILCS 5/11-13-14), the regulations imposed and the districts created under the zoning authority of Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, *et seq.*) may be amended from time to time by ordinance; and

WHEREAS, Chapter 6 of 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, Section 6-14-3 of the Zoning Ordinance authorizes the planning and zoning commission (the “PZC”) to propose or consider amendments to the text of the Zoning Ordinance and rezoning classifications; 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 and the public was afforded opportunities to be heard regarding the Petition and the proposed Zoning Relief; and

WHEREAS, based on the testimony and evidence presented at the Hearing, the PZC made certain findings of fact (the “Findings of Fact”), attached hereto and incorporated herein as Exhibit A, and recommended that the Corporate Authorities grant and approve the Zoning Relief; and

WHEREAS, the Findings of Fact are based on the evidence presented to the PZC in each case with respect to: (1) existing uses of property within the general area of the Property; (2) the zoning classification of property within the general area of the Property; (3) the suitability of the Property to the uses permitted under the existing zoning classification; (4) the trend of development, if any, in the general area of the Property, including any changes that have taken place in its present zoning classification; and (5) the objectives of the current land use plan; and

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

WHEREAS, based on the foregoing, including the Findings of Fact, 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;

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

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

SECTION 2. The Corporate Authorities considered: (a) the existing uses of property within the general area of the Property; (b) the zoning classification of property within the general area of the Property; (c) the suitability of the Property to the uses permitted under the existing

zoning classification; (d) the trend of development, if any, in the general area of the Property, including changes, if any, which have taken place in its present zoning classification; and (e) the objectives of the current land use plan. After thoughtful consideration, the Corporate Authorities hereby accept the PZC's Findings of Fact and, based thereon and on other testimony and evidence, including the fact that the Zoning Relief will be consistent with the development expected in the area, which includes manufacturing/industrial uses to the southwest of the Property, the zoning of the property abutting the Property is zoned M-2 General Industrial District, this use is consistent with the anticipated uses in the area and a residential development would not be suitable for the Property, the Corporate Authorities hereby find and determine that the Zoning Relief should be approved and granted to the Property. Based on the foregoing and the Findings of Fact, the Corporate Authorities hereby authorize, approve and grant the Zoning Relief, as set forth in the Findings of Fact. Upon annexation of the Property to the Village, the Official Zoning Map of the Village (the "Zoning Map") is hereby amended so that the Property is classified in the M-2 General Industrial District. 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. The Village Clerk is directed to work with the Village Engineer to ensure that the Zoning Map is amended and the Zoning Relief is accurately reflected on the Zoning Map.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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 REZONING CERTAIN REAL PROPERTY LOCATED IN THE
VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
(Ziegler Land - Southeast Corner of U.S. Route 20 & Interstate 90)**

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



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

Agenda Supplement

TO: President Reid; Board of Trustees
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Village Board Meeting on December 5, 2024
RE: PZC-24-011 - 167 Flannigan Road - Text Amendment & Special Use

Background: Pavel Korchagin (Petitioner) on behalf of Hampshire Real Estates, LLC (Owner) is requesting the following to operate a tractor trailer sales lot at 167 Flannigan Rd.:

1. Text Amendment to Sec. 6-9-3-C of the Hampshire Zoning Ordinance to permit Automobile Sales Lot as a Special Use in the M-2, General Industrial, District.
2. Special Use per Sec. 6-9-3-C to permit an Automobile Sales Lot

The subject property is currently used as a truck/tractor trailer repair and service center. The petitioner is seeking for the ability to sell trucks/tractor trailers that are no longer used in their fleet.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission held a Public Hearing on the matter on November 25, 2024 and recommended approval of both the text amendment and special use requests by a vote of 4-0. The Planning and Zoning Commission amended the motion for the special use to specify only the sales of truck/tractor trailers are allowed.

The Planning & Zoning Commission adopted the Findings of Fact of Village staff, which stated that the subject property is currently used for an industrial use and allowing for the sale of trucks/tractor trailers would not create a significant impact.

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

Recommendation: For the Village Board to consider the Planning & Zoning Commission approval recommendations for the text amendment and special use requests for the property located at 167 Flannigan Rd.

Attachments:

1. Planning & Zoning Commission Agenda Supplement
2. Land Use Application
3. Plat of Survey
4. Project Narrative
5. Site Plan



AGENDA SUPPLEMENT

TO: Planning & Zoning Commission
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Planning & Zoning Commission Meeting on November 25, 2024
RE: PZC-24-11 - 167 Flannigan Rd. - Text Amendment & Special Use

PROPOSAL: Pavel Korchagin (Petitioner) on behalf of Hampshire Real Estates, LLC (Owner) is requesting the following to operate a truck sales lot at 167 Flannigan Rd.:

1. Request for Text Amendment to Sec. 6-9-3-C to permit Automobile Sales Lot as a Special Use in the M-2, General Industrial, District
2. Request for Special Use per Sec. 6-9-3-C to permit an Automobile Sales Lot





BACKGROUND: The petitioner is seeking a text amendment and special use to operate a truck sales lot on the subject property. The property is currently used as a freight forwarding/warehousing terminal.

ANALYSIS: The subject property is approximately 4 acres and is located at the southwest corner of Flannigan and Gast Roads. The subject property is currently improved with an approximately 21,000 square feet single-story building.

The subject property is currently zoned M-2, General Industrial District.

The following are the adjacent property zoning and uses:

- North: O-M, Office & Restricted Manufacturing District - Undeveloped
- South: F/F-1, Farming District - Residential/Farming
- East: F, Farming District - Residential/Farming
- West: O-M, Office & Restricted Manufacturing District - Stormwater Pond

Zoning Bulk Standards: No changes are being proposed to the building or parking lot, so a zoning bulk standard review was not completed.

REQUIRED FINDINGS OF FACT: There are no findings of fact for a Text Amendment.

The following are the required findings of fact for a Special Use per Sec. 6-14-3-H-9:

1. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.
2. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted and will not substantially diminish and impair property values within the neighborhood.
3. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
4. That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.
5. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.



6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the board of trustees pursuant to the recommendations of the Planning and Zoning Commission.

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

1. The subject property is currently used as a semi-truck maintenance and service facility for which the operation includes the usage of semi-trucks. The ability to sell the trucks will not endanger the public health, safety, morals, comfort, or general welfare.
2. The subject property is currently used as a semi-truck maintenance and service facility for which the operation includes the usage of semi-trucks. The proposed special use will result in the storage of semi-trucks on the property for sale. The proposed special use will not prevent the use of other adjacent properties.
3. The subject property is located in an industrial/manufacturing park that is entirely developed, with the exception of the lot to the north. The proposed special use will not prevent that lot from being developed for an industrial/manufacturing use.
4. There are no proposed changes to the architectural design of the building. This standard is not applicable.
5. Adequate utilities and roads have been provided as part of the development of the industrial/manufacturing park the subject property is located in.
6. Ingress and egress for semi-trucks and trailers are previously existing for the subject property as it is currently being used as a semi-truck maintenance and service facility.
7. As the proposed special use will only require outdoor storage there are no additional bulk and/or zoning standards that are applicable for this request.

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

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

RECOMMENDED MOTIONS:

I move to recommend approval of PZC-24-11 for a text amendment to Sec. 6-9-3-C of the Hampshire Zoning Ordinance to permit Automobile Sales Lot as a Special Use.



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

I move to accept and adopt Staff's Findings of Fact included in the Agenda Supplement and recommend approval of PZC-24-11 for a Special Use to permit an Automobile Sales Lot for the property located at 167 Flannigan Rd.

DOCUMENTS ATTACHED:

1. Land Use Application
2. Plat of Survey
3. Project Narrative
4. Site Plan

M-2 zoning



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

Land Use Application

Date: 10/2/2024

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

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

*requires a 15-30 day public notice period

APPLICANT INFORMATION

APPLICANT (print or type)

Name: Pavel Korchagin Email: pavel26stav@gmail.com
Address: 167 Flannigan Rd., Hampshire, IL Phone: 224-244-3514

CONTACT PERSON (if different from applicant)

Name: _____ Email: _____
Address: _____ Phone: _____

IS THE APPLICANT THE OWNER OF THE SUBJECT PROPERTY?

YES ___ NO

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

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

___ YES ___ NO

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

PROPERTY INFORMATION

Name of Development (if any): Freight Union Inc.
Address: 167 Flannigan Rd., Hampshire, IL. 60140
Parcel Number(s): 01-11-127-006
Total Area (acres): 4.13
Legal Description: must be attached to this application
Fire Protection District: Hampshire Fire District
School District: Dundee School District 300
Library District: Ella Johnson Library
Park District: Hampshire Park District
Township: Hampshire Township
Current Zoning District: M-2
Current Use:
Freight Union Inc. corporate HQ for office, warehouse, maintenance and vehicle parking.

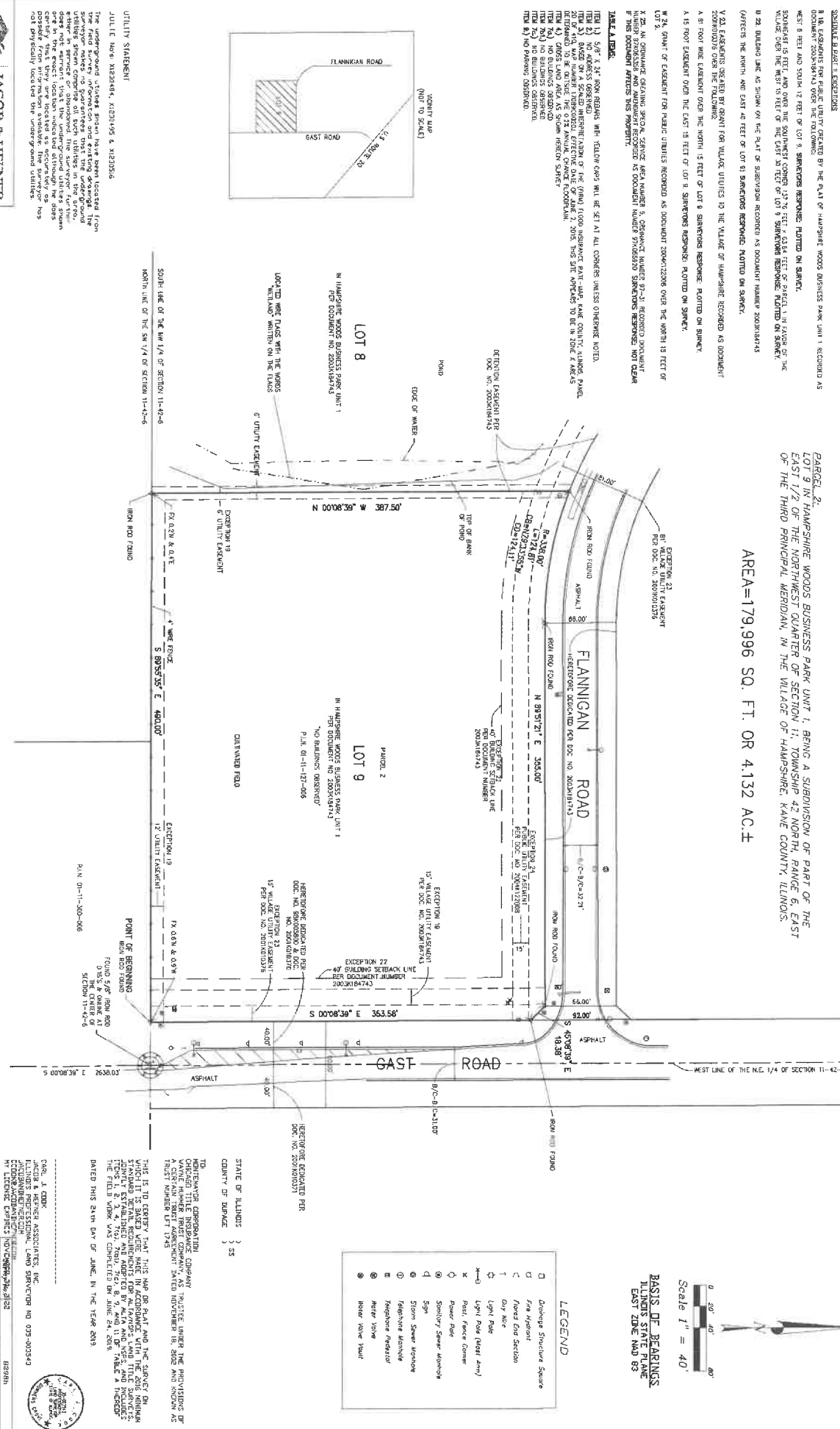
Proposed Zoning/Variance/Use:
Text amendment for special use to allow for truck dealership

Reason/ Explanation for Zoning/ Variance/ Use:
I have a truck dealership license and would like to be able to sell my company trucks

ALTA/NSPS LAND TITLE SURVEY

PARCEL 2
 LOT 9 IN HAMPSHIRE WOODS BUSINESS PARK UNIT 1, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

AREA=179,996 SQ. FT. OR 4.132 AC.±



THE ALTA/SNPS LAND TITLE SURVEY WAS PREPARED WITH THE BENEFIT OF AN ALTA CONTRACT AND THE INSURANCE POLICY OF THE SURVEYOR. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO EVIDENCE OF ANY UNRECORDED INTERESTS OR ENCUMBRANCES.

1.18. EASEMENTS FOR PUBLIC UTILITIES CREATED BY THE PLAN OF HAMPSHIRE WOODS BUSINESS PARK UNIT 1 RECORDED AS DOCUMENT 2005044743 OVER THE FOLLOWING:

WEST 8 FEET AND SOUTH 12 FEET OF LOT 8 SURVEYING RESPONSE PLOTTED ON SURVEY.

SOUTHWEST 1/4 CORNER AND OVER THE SURVEYED CORNER 137.75 FEET SOUTH OF POINT 1, 1/4 CORNER OF THE VILLAGE OVER THE WEST 10 FEET OF LOT 8 SURVEYING RESPONSE PLOTTED ON SURVEY.

1.22. BUILDING LINE AS SHOWN ON THE PLAN OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 2005044743 (AFFECTS THE NORTH AND EAST 47 FEET OF LOT 8 SURVEYING RESPONSE PLOTTED ON SURVEY).

1.23. EASEMENTS CREATED BY GRANT FOR PUBLIC UTILITIES TO THE VILLAGE OF HAMPSHIRE RECORDED AS DOCUMENT 2005044743 OVER THE FOLLOWING:

A 10 FOOT WIDE EASEMENT OVER THE NORTH 15 FEET OF LOT 8 SURVEYING RESPONSE PLOTTED ON SURVEY.

A 15 FOOT EASEMENT OVER THE EAST 10 FEET OF LOT 8 SURVEYING RESPONSE PLOTTED ON SURVEY.

1.24. GRANT OF EASEMENT FOR PUBLIC UTILITIES RECORDED AS DOCUMENT 2005044743 OVER THE NORTH 10 FEET OF LOT 8 SURVEYING RESPONSE PLOTTED ON SURVEY.

1.25. A 10 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES RECORDED AS DOCUMENT NUMBER 2005044743 OVER THE SOUTH 10 FEET OF LOT 8 SURVEYING RESPONSE PLOTTED ON SURVEY.

1.26. A 10 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES RECORDED AS DOCUMENT NUMBER 2005044743 OVER THE WEST 10 FEET OF LOT 8 SURVEYING RESPONSE PLOTTED ON SURVEY.

UTILITY STATEMENT

JULIE NOE XIBERGER, XIBERGER & XIBERGER

The underground utilities shown have been located from surface observations and/or by means of a utility locator. The surveyor makes no guarantee as to the accuracy of the utility locator readings. The surveyor is not responsible for the accuracy of the utility locator readings. The surveyor is not responsible for the accuracy of the utility locator readings. The surveyor is not responsible for the accuracy of the utility locator readings.



LEGEND

- Double Structure Square
- Iron Pinpoint
- Fixed End Station
- Guy Wire
- Light Pole
- Light Pole (Not Set)
- Post, Fence Corner
- Surveyor's Saw Marks
- Sign
- Storm Sewer Manhole
- Telephone Manhole
- Telephone Pedestal
- Meter Valve
- Meter Valve Box

BASIS OF BEGINNING
 THE POINT OF BEGINNING OF THIS SURVEY IS THE EAST 1/2 CORNER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

Scale 1" = 40'

STATE OF ILLINOIS }
 COUNTY OF KANE } SS

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS:

JACOB A. HENNER, Surveyor, under the provisions of the Illinois Professional Land Surveyor Act, Chapter 120, Illinois Compiled Statutes (625 ILCS 120/1-1), do hereby certify that this map or plan and the survey on which it is based were prepared by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor in the State of Illinois. The field work was completed on June 24, 2019.

DATED THIS 24th DAY OF JUNE, IN THE YEAR 2019.

JACOB A. HENNER, Surveyor
 JACOB A. HENNER ASSOCIATES, INC.
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 025-003343
 1001 N. W. 10th St., Ft. Lauderdale, FL 33304
 (954) 575-1100

Created By: JACOB A. HENNER
 Description: ALTA/NSPS LAND TITLE SURVEY
 Date Prepared: JUNE 24, 2019
 Sheet: 17 of 47

Exhibit A: Findings of Fact

1. Will the establishment, maintenance or operation of the special use be unreasonably detrimental to or endanger the public health, safety, morals, comfort, or general welfare?

The subject facility, maintenance and operation of the special use will not be detrimental or endanger public health, safety, morals, comfort, or general welfare. The site was designed to municipal fire ingress/egress standards to allow full mobility of life-safety vehicles. The parking area was designed to have separate ingress egress from commercial vehicles to prevent any confusion within the commercial vehicle lot.

2. Will the special use be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted or substantially diminish and impair property values within the neighborhood?

Freight Union built this facility as their company headquarters and has adhered to the highest quality standards for both customers and neighboring businesses. The requested special use will have no pending injury to the use and enjoyment of surrounding properties, as all truck sale transactions will be within the enclosed walls of the facility. The development will not diminish surrounding property values in any way.

3. Will the establishment of the special use impede the normal and orderly development and improvement of surrounding property for uses permitted in the district?

The establishment of the special use will not impede other developments or improvements of surrounding properties. In fact, since Freight Union established their HQ at 167 Flannigan Rd., there have been multiple other businesses that have moved into the park including PetAg and Old Dominion.

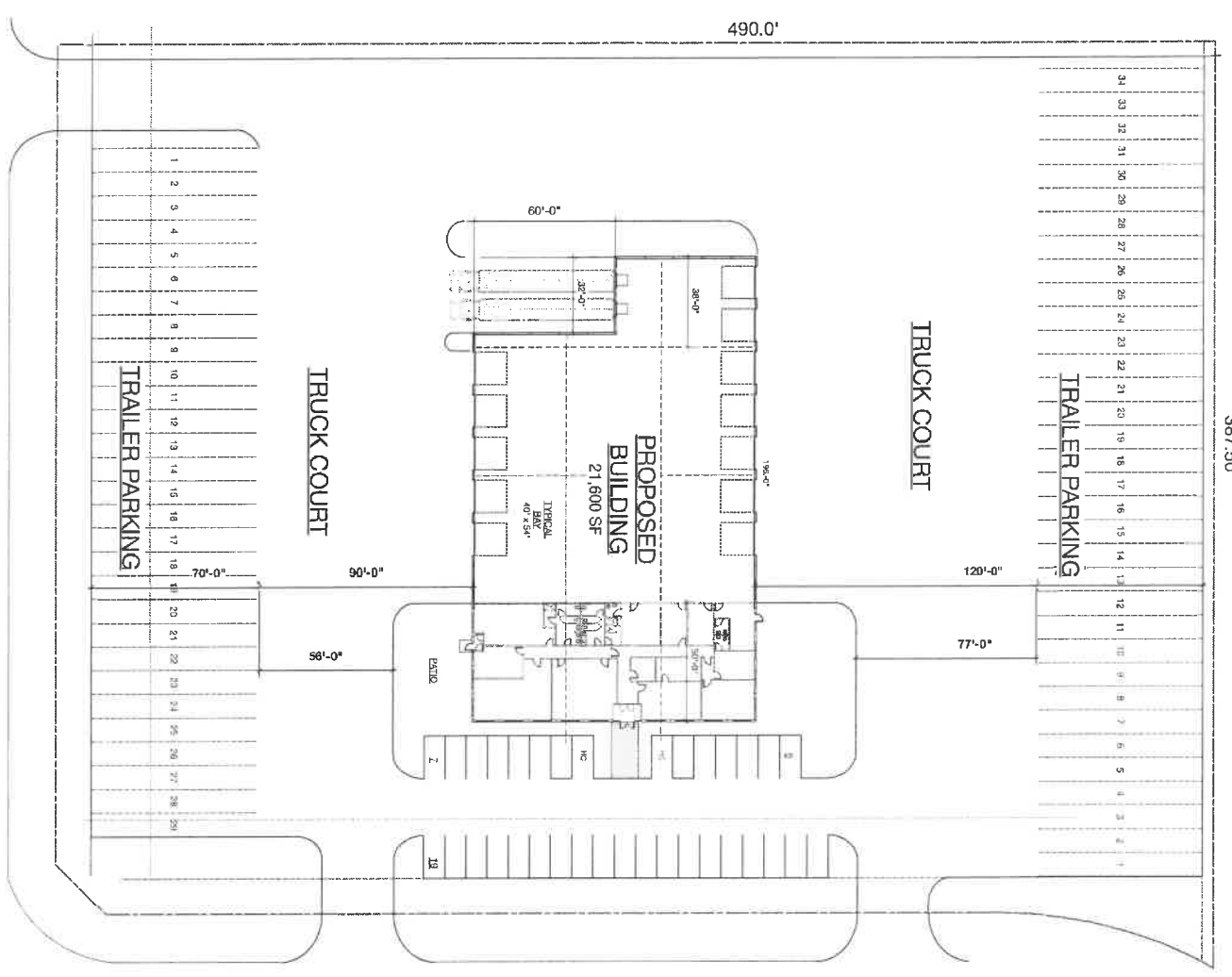
4. Does the proposal take adequate measures, or will they be taken to provide ingress and egress so designed to minimize traffic congestion in the public streets?

The landsite is located conveniently with direct ingress and egress via multiple curb cuts on Flannigan Rd. and Gast Rd. This special use will not increase traffic or cause congestion to the site or public streets whatsoever.

5. Does the special use in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the board of trustees pursuant to the recommendations of the P&Z Commission?

The special use in all other nature is a similar and conforms to other uses commonly found in and around the area in. This use will improve Freight Union's ability to grow as a company but also allow for additional employee growth within the community.

GAST ROAD



FLANNIGAN ROAD

TABULATIONS

SITE AREA	4.132 AC
BLDG AREA	21,600 SF
OFFICE SERVICE	6,000 SF
SERVICE	15,600 SF
TOTAL	21,600 SF
COVERAGE	12.0 %
2 TRUCK DOCKS	
12 SERVICE DOORS	
32 CAR PARKING	
63 TRAILER PARKING	
24'-0" CLR HEIGHT	



THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 6-9-3 OF THE MUNICIPAL CODE OF HAMPSHIRE OF 1985 TO ALLOW AUTOMOBILE SALES LOTS AS A SPECIAL USE IN M-2 GENERAL INDUSTRIAL DISTRICTS WITHIN THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS

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

THIS ___ DAY OF _____, 2024

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

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING SECTION 6-9-3 OF THE MUNICIPAL CODE OF
HAMPSHIRE OF 1985 TO ALLOW AUTOMOBILE SALES LOTS AS A SPECIAL USE
IN M-2 GENERAL INDUSTRIAL DISTRICTS 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 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, pursuant to Section 11-13-14 of the Illinois Municipal Code (65 ILCS 5/11-13-14), the regulations imposed and the districts created under the zoning authority of Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, *et seq.*) may be amended from time to time by ordinance; 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 and zoning regulations for the Village; and

WHEREAS, Section 6-14-3 of the Zoning Ordinance authorizes the planning and zoning commission (the “PZC”) to propose or consider any amendment to the text of the Zoning Ordinance it may deem necessary or advisable; and

WHEREAS, after receiving findings from the PZC, the Corporate Authorities may approve or disapprove of amendments to the Zoning Ordinance; and

WHEREAS, after all required notices were given, the PZC held a public hearing (the “Hearing”) regarding amending Subsection 6-9-3C of the Zoning Ordinance to allow automobile sales lots in the M-2 General Industrial District with a special use (the “Amendment”); and

WHEREAS, at the Hearing, testimony was given, evidence was presented, comments were solicited and the public was afforded opportunities to be heard on the proposed Amendment; and

WHEREAS, based on the testimony and evidence given at the Hearing, the PZC made certain findings and recommended to the Corporate Authorities that the Amendment be approved (the “Recommendation”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, automobile sales lots are consistent with the other permitted and special uses allowed in the M-2 General Industrial District and, therefore, after review of the evidence and the 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 Amendment and amend the Zoning Ordinance as set forth herein; and

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 Zoning Ordinance, which is part of the Village Code, is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the

contrary, by adding the following language alphabetically to Subsection 6-9-3C of Chapter 6 as set forth below (additions underlined; deletions ~~stricken~~):

6-9-3: M-2 GENERAL INDUSTRIAL DISTRICT REQUIREMENTS:

C. Special Uses: In an M-2 Industrial District, the following special uses shall be allowed:

Any use allowed as a special use in the M-1 District, unless already permitted in subsection B of this section.

Adult-use cannabis craft grower facilities~~y~~, subject to the provisions of §§ 4-26-1 et seq. of the Village Code. When combined with an adult-use cannabis dispensing facility and/or an adult-use cannabis processing facility, as allowed by law and subject to the provisions of §§ 4-26-1 et seq. of the Village Code.

Adult-use cannabis cultivation center facilities~~y~~, subject to the provisions of §§ 4-26-1 et seq. of the Village Code.

Adult-use cannabis dispensing facilities~~y~~, subject to the provisions of §§ 4-26-1 et seq. of the Village Code.

Adult-use cannabis infuser facilities~~y~~, subject to the provisions of §§ 4-26-1 et seq. of the Village Code.

Adult-use cannabis processing facilities~~y~~, subject to the provisions of §§ 4-26-1 et seq. of the Village Code.

Adult-use cannabis transporting facilities~~y~~, subject to the provisions of §§ 4-26-1 et seq. of the Village Code.

Automobile Sales Lots

Dispensaries for medical cannabis, subject to the following restrictions:

1. No medical cannabis dispensing organization shall be located within one thousand feet (1,000') of any of the following uses, whether or not located within the Village:

- a. Any public or private preschool, or any elementary or secondary school;
- b. Any publicly or privately operated daycare center, daycare home, group daycare home or part day childcare facility; and
- c. Any residential zoning district, or any residential use.

Provided, for purposes of this use, distances shall be measured in a straight line, without regard to intervening structures, from the nearest point of the building in which the proposed or existing medical cannabis dispensary is established to the nearest property line of a use or zoning district.

Graphite products production.

Ground mounted Solar Energy Systems, as defined in and subject to the restrictions set forth in chapter 5, article XVIII of this Code.

Kennels and animal hospitals.

Microbreweries.

Orthopedic and medical appliance manufacture.

Planned developments, industrial (M-1, M-2, O-M).

Rope, cord, twine, and canvas manufacture.

Other manufacturing, processing, and storage uses determined by the Planning and Zoning Commission to be of the same general character as the uses permitted in this section, and found not to be obnoxious, unhealthful, or offensive by reason of the potential emission or transmission of noise, vibration, smoke, dust, odors, toxic or noxious matter, glare, or heat.

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 Amendment contemplated by this Ordinance and shall take all action necessary in conformity therewith.

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

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

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

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

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

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

ADOPTED THIS __ DAY OF _____, 2024.

AYES/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(RECOMMENDATION)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

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

AN ORDINANCE AMENDING SECTION 6-9-3 OF THE MUNICIPAL CODE OF HAMPSHIRE OF 1985 TO ALLOW AUTOMOBILE SALES LOTS AS A SPECIAL USE IN M-2 GENERAL INDUSTRIAL DISTRICTS 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)

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO CERTAIN REAL
PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
*(167 Flannigan Road – Truck/Tractor Trailer Sales)***

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

THIS ___ DAY OF _____, 2024

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

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO CERTAIN REAL
PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
(167 Flannigan Road – Truck/Tractor Trailer Sales)**

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

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

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

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

WHEREAS, there exists certain real property commonly known as 167 Flannigan Road, Hampshire, Illinois 60140 (the “Property”); and

WHEREAS, the owner of record, a designee or a related person or entity (the “Petitioner”) filed an application (the “Application”), requesting a special use permit to allow the operation of a truck/tractor trailer sales lot at the Property (the “Special Use Permit”); and

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

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

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

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

WHEREAS, evidence was submitted that the Property is currently being used as a truck/tractor trailer repair shop and the Petitioner would like to be able to sell trucks/tractor trailers that are no longer being used in its fleet and the Special Use Permit meets the standards established in the Village Code, including the Zoning Ordinance, for granting the Special Use Permit; and

WHEREAS, the PZC considered each of the factors set forth in Subsection 6-14-3H of the Zoning Ordinance and based on the testimony and evidence given at the Hearing, the PZC made certain findings of fact and recommended that the Special Use Permit be granted and approved (the “Findings”), attached hereto and incorporated herein as Exhibit A; and

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

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

WHEREAS, pursuant to the Zoning Ordinance, the Village Board may grant or deny, by ordinance or resolution, any application for special use, and may establish such conditions and restrictions upon the establishment, location, construction, maintenance and operation of the

special use, as is deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified herein; and

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

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

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

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

SECTION 2. After thoughtful consideration, the Corporate Authorities hereby accept the PZC's Findings of Fact and, based on the Petition and other testimony and evidence, including that the special use will be an extension of the truck/tractor trailer maintenance and service facility that currently operates at the Property, hereby find that: (a) the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare; (b) the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, and will not substantially diminish and impair property values within the neighborhood; (c) the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the M-2 General Industrial District; (d) the exterior architectural

appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the M-2 General Industrial District, as to cause a substantial depreciation in the property values within the neighborhood; (e) adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided; (f) adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and (g) the special use shall, in all other respects, conform to the applicable regulations of the M-2 General Industrial District, except as such regulations may, in each instance, be modified by the Village Board pursuant to the recommendations of the PZC. The Corporate Authorities further find and determine that it is necessary for the protection of the public interest and to secure compliance with the standards and requirements specified in the Zoning Ordinance to grant the Special Use Permit, subject to any conditions. The Special Use Permit is hereby authorized, approved and granted, subject to any conditions specified by the Village Board. 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/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(FINDINGS OF FACT)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

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

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO CERTAIN REAL
PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
*(167 Flannigan Road – Truck/Tractor Trailer Sales)***

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

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

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

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

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

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

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

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

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

How it Works:

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

Impact to Ratepayers:

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

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

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



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

-OR -

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

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

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

MASTER POWER SUPPLY AGREEMENT

AGREEMENT BY AND BETWEEN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, AND
MC SQUARED ENERGY SERVICES, LLC
TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED
SERVICES FOR THE VILLAGE OF HAMPSHIRE ELECTRIC AGGREGATION
PROGRAM

This Agreement (“Agreement”), is entered into as of this ____, _____ 2024 (“Effective Date”) between the Village of Hampshire, an Illinois municipal corporation (“Municipality”) and MC Squared Energy Services, LLC (mc²) (Supplier”) (each a "Party" and collectively, the “Parties”).

RECITALS

A. The Municipality has established an Electricity Aggregation Program ("Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.

B. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of or choose to opt in to the Program, as the case may be, throughout the Term of this Agreement at the Price established in this Agreement.

C. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:

- a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
- b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing; and
- c. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply to at least 25,000 residential or commercial customers.

d. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.

e. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

ARTICLE 1 RECITALS

1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

2.1. "Aggregate" means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.

2.2. "Aggregation Ordinance" means that certain ordinance adopted by the Municipality authorizing the Program.

2.3. "Aggregation Statute" means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.

2.4. "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.

2.5. "ComEd" means Commonwealth Edison.

2.6. "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.

2.7. "Confidential Information" means the information defined in Section 9 of this Agreement.

2.8. "Customer Information" means that certain information that the Electric Utility or Former Aggregation Supplier is required to provide by statute (including the Aggregation Statute), regulation, tariff, or contract to the corporate authorities of the Municipality pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric Utility

account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility or Former Aggregation Supplier's records at the time of the request.

2.9. "Data" means the data defined in Section 9 of this Agreement.

2.10. "Electric Utility" means ComEd.

2.11. "Eligible Customers" means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law. Eligible Customers may be further classified as recipients of Full-Requirements Electricity Supply from Supplier or Tariff Service, based on the parameters defined in Exhibit A of this Agreement by the Supplier and by such standards as mutually agreed to by the Supplier and Municipality and as carried out by the Supplier.

2.12. "Energy" means generated electricity.

2.13. "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.

2.14. "Former Aggregation Supplier" means the RES that supplied the Program of the Municipality immediately prior to Supplier under this Agreement. If Former Aggregation Supplier as defined would be Supplier or ComEd, then no Former Aggregation Supplier is considered to exist.

2.15. "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.

2.16. "Full-Requirements Electricity Supply" means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, Purchase of Receivables and Consolidated Billing (PORCB), taxes applicable only to the Supplier, and any additional necessary services or charges required under Requirements of Law.

2.17. "Full-Requirements Electricity Supply Services" means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.

2.18. "ICC" means the Illinois Commerce Commission.

2.19. "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to the Public Utilities Act, 220 ILCS 5/16-626.

2.20. "Joint Power Supply Bid" means the bidding process conducted by Illinois Aggregation Consultants on behalf of the Municipality to identify the Supplier.

2.21. "New Customers" means the customers defined in Section 4.3.9 of this Agreement.

2.22. "Opt-Out Notice" means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law.

2.23. "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.

2.24. "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.

2.25. "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.

2.26. "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by the Municipality pursuant to the Aggregation Statute.

2.27. "Point of Delivery" means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.

2.28. "Price" means the price at which the Supplier will provide the Services as set forth in Exhibit A to this Agreement.

2.29. "Program" means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.

2.30. "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.

2.31 "Renewable Energy Credit" or "REC" means an instrument registered with a tracking service (including but not limited to PJM-GATS or M-RETS) that represents the environmental attributes of one megawatt-hour of renewable generation sources such as wind, solar, biomass or hydroelectric compliant with EPA established guidelines.

2.32 "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Illinois Public Utilities Act, the Illinois Consumer Fraud Act, the Plan of Governance, the rules, and regulations and final decisions of the ICC and Illinois Power Agency (including the ICC Final Order in Docket No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator or Regional Transmission Organization, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.

2.33. "Retail Electric Supplier" or "RES" means an "alternative retail electric supplier" as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.

2.34. "RTO: means Regional Transmission Organization.

2.35. "Services" means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.

2.36. "Special Billing Customers" means the customers defined in Section 4.3.8.7 of this Agreement.

2.37. "Supplier" means MC Squared Energy Services, LLC, (mc²) and the lawful successor, transferee, designee, or assignee thereof.

2.38. "Tariffed Service" means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103, which includes ComEd's electricity supply charge plus ComEd's transmission services charge, plus ComEd's purchased electricity adjustment.

2.39. "Term" means the period of time defined in Section 5.1 of this Agreement.

2.40. "Municipality" means the Village of Hampshire.

2.41. "Withdrawing Customer" means a customer defined in Section 4.3.5 of this Agreement.

ARTICLE 3 PROGRAM RESPONSIBILITIES

3.1 Municipality Responsibilities.

3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd and/or the previous supplier.

3.1.2 Notices and Customer Information from ComEd and/or the previous supplier. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and/or the previous supplier and each Party will promptly provide to the other Party any notices received by that Party from ComEd and/or the previous supplier concerning the accounts of Eligible or Participating Customers relevant to the Program and/or the Services provided pursuant to this Agreement.

3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, and (c) a list of all Participating Customers, and (d) such other forms as are or may become necessary to access interval data for billing or non-billing purposes to the extent that Supplier is authorized to access such data.

3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO/RTO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.

3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

3.2 Supplier Obligations.

3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.

3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.

3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.

3.2.4 That all information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times to the best of Supplier's knowledge.

3.2.5 Notwithstanding any other provision of this Agreement, Supplier shall not have an obligation to provide Full-Requirements Electricity Supply or Billing Services to a Participating Customer or New Customer as selected by Supplier pursuant to Exhibit A to receive a Tariffed Services.

ARTICLE 4 SUPPLIER SERVICES

4.1 Full Requirements Electricity Supply: The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1 to Participating Customers classified as receiving Full-Requirements Electricity Supply.

4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.

4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.

4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO/RTO and the Electric Utility.

4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

4.1.2 Pricing. The Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation, except that the Supplier may not impose an early termination fee on Withdrawing Customers. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.

4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:

4.2.1 Opt-Out Process. Supplier, at its sole cost and expense, shall, with the assistance of the Municipality, administer the process by which Eligible Customers are provided

with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:

4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including without limitation including the terms and conditions of participation in the Program, the cost to the Customer of Full-Requirements Electricity Supply under the Program, the methods by which Customers may opt out of the Program, and the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and email address to receive Opt Outs. The form and content of the Opt-Out Notices must be approved by the Municipality prior to mailing by the Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Full Requirements Electric Supply to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law.

4.2.1.2 Notices to Special Billing Customers. The Municipality acknowledges that the Supplier may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement. Without regard to whether it is required under Applicable Law, Municipality agrees to send pursuant to Section 4.2.1.1 notices to customers currently on Tariffed Service who will remain on Tariffed Services while participating in the program. This notice shall inform the customer of the existence of the Program and inform the customer that the customer will stay on Tariffed Services as participants.

4.2.1.3 Toll Free Number and Email Address. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain an email address for the use of Eligible Customers to opt out of the Program. The email address must be operational during normal business hours and the secure website must be operational 24 hours a day, seven days a week during the Opt-Out Period. The Opt-Out Notices must prominently include both the toll-free number and the email. In addition, Supplier will use reasonable commercial efforts to work with the Municipality to develop website content and FAQ's appropriate for posting on the Municipality's website. Supplier will be required to support Spanish speaking residents and customers with disabilities.

4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible for receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality

with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, telephone, or email.

4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.

4.2.3 Disclosure to Commission. The Municipality agrees to provide such assistance as is necessary for Supplier to provide to the ICC pursuant to 83 Ill. Admin. Code § 470.200(a) required information within three business days of the signing of this Agreement.

4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:

4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.

4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.

4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier, and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.5 of this Agreement

4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer or New Customer classified as receiving Full-Requirements Electricity Services from Supplier in compliance with the "standard switching" subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence.

4.3.5 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program ("Withdrawing Customer"), the Supplier must, to the extent Withdrawing Customer was taking Full-Requirements Electricity Supply from Supplier, request that the Electric Utility drop the Withdrawing Customer from the Supplier's Full-Requirements Electricity Supply according to Requirements of the Law, which will result in restoring such Withdrawing Customer to Tariffed Service. The Supplier will not assess an early termination fee, but the Withdrawing Customer will be responsible to pay for charges incurred for service prior to the termination.

4.3.6 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and an email address for the purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.

4.3.7 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but some may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement:

4.3.7.1. Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RTOUPP – Residential Time Of Use Pricing Pilot
- Rate RDS – Retail Delivery Service
- Rider POGNM – Parallel Operation of Retail Customer Generating Facilities with Net Metering; and
- Rate BES Customers with a Utility indicator intended to identify customers currently receiving PIPP or currently or in last 12 months receiving LIHEAP (Low Income Home Energy Assistance Program), the “16-115E Flag” per 220 ILCS 5/16-115E

4.3.7.2. Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service; and
- Rider POGNM – Parallel Operation of Retail Customer Generating Facilities with Net Metering

(Collectively, the "Special Billing Customers").

4.3.8 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section 4.3.8, immediately enroll the following customers in the Program as Participating Customers and provide Full-Requirements Electricity Supply at the Price to

extent such customers are classified by Supplier as eligible for Full-Requirements Electricity Supply from Supplier:

- 4.3.8.1. Any Eligible Customer within the Municipality that moves to a new location within the Municipality;
- 4.3.8.2. Any Eligible Customer that moves into an existing location within the Municipality; and
- 4.3.8.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period
- 4.3.8.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program; and
- 4.3.8.5. Any Eligible Customer with the "16-115E Flag," per 220 ILCS 5/16-115E

(Collectively, the "New Customers").

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4 for all Participating Customers currently receiving Full-Requirements Electricity Supply service from Supplier pursuant to the Agreement:

4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to "Rider PORCB – Purchase of Receivables and Consolidated Billing," and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.4.2.1 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd under the following rates:

- 15,000 (annual) kWhs or less small commercial customers as defined under the Requirements of Law including the ComEd Rate GAP Tariff

- Notwithstanding the preceding, any customer defined as “Rate Code B93” indicating a special rate with ComEd will be excluded from Participating Customers

4.5 Compliance Services. The Supplier shall assist the Municipality in complying with any current or future Requirements of Law concerning the operation of the Program, including without limitation the provision of reports or other information as the Municipality may reasonably request from time to time.

4.6 Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the Municipality at any time the Municipality requests the list. Additionally, within 150 days of the end of this agreement, Supplier will make the Program’s load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data
- Capacity Peak Load Contribution (PLC) values and effective start and end dates
- Network Service Peak Load Contribution (PLC) values and effective start and end dates
- Meter Bill Group Number
- Rate Code

4.7 Upon request of the Municipality, Supplier agrees to implement a second (supplemental) mailing at the Supplier’s cost to new residents 12 months after the beginning of a 24-month term agreement, and also a third mailing at 24 months, if a 36-month term is selected. Each of these mailings will be at the option of the Municipality. Following the initial opt-out process conducted by the Supplier, each supplemental opt out mailing shall be conducted in the same manner as the initial opt out mailing; provided, however, that no supplemental Opt-Out Notices shall be sent to (i) Participating Customers, (ii) Eligible Customers that have previously (at such customer’s same service address or account) opted out of, or rescinded under, the Program, (iii) those residents who have individually selected an electric supplier other than the Supplier, or (iv) Special Billing Customers. The Supplier shall provide Full-Requirements Electricity Supply to such applicable newly Eligible Customers at the same, then-current Price as that applicable to Participating Customers. Supplier will be responsible for all costs associated with the mailing, including ComEd charges.

4.8 Should the supplier purchase Renewable Energy Credits (RECs) for this transaction, the RECs should be tracked and retired within the PJM GATS or M-RETS system if applicable. On Exhibit A, the quantity of RECs to be retired in the name of the Community should be listed and the generation type (i.e. wind and solar) labeled as meeting the minimum standards for participation in the EPA Green Power Community Program listing or not. The Supplier will provide a detailed report on the specific RECs purchased and retired for this transaction in the

name of the Municipality including the Serial Numbers of all RECs, REC generation type, REC generation location, REC volume and applicable month of generation.

ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of 24 consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in April 1st, 2025 and expires at the end of the last day of the 24th billing cycle for the Participating Customer(s) with the latest billing cycle (the “Term”).

5.2 In the event this Agreement is not renewed or terminated for any reason, including expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

ARTICLE 6 REMEDIES AND TERMINATION

6.1 Municipality’s General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement, then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have fifteen (15) calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:

- 6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
- 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.

6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:

6.1.3.1 The Municipality will give written notice to the Supplier of the Municipality's intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating the Municipality's intent to terminate this Agreement.

6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.

6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.

If the rights and privileges granted to the Supplier under this Agreement are terminated, then the Supplier, within 14 calendar days after the Municipality's demand, must reimburse the Municipality for all costs and expenses incurred by the Municipality, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by the Municipality.

6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Participating Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.2. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Participating Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Participating Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Participating Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Participating Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2. Supplier shall not be responsible to any Participating Customer for any damages or penalties resulting from the return

to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.

6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers classified as eligible for Full-Requirements Electricity Supply from Supplier who have not terminated their agreement or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

ARTICLE 7 FORCE MAJEURE EVENTS AND REGULATORY EVENTS

7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. . Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.

7.2 Regulatory Event. The following shall constitute a "Regulatory Event":

- a. Illegality. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of any new, or change in the interpretation of any existing applicable law by any judicial or government authority with competent jurisdiction.
- b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
- c. New Charges. Any material increase in generation, energy, or utility taxes or charges enacted and effective after the Effective Date of this Agreement. These charges would not be unique to Supplier's customers, but would apply to all customers in ComEd's rate classifications. The imposition of such tax or charge after the Effective Date of this Agreement is not subject to automatic pass-through

in Price, but would only constitute a Regulatory Event if the imposition of the charge materially and adversely affects Supplier's ability to perform.

- d. Occurrence of Regulatory Event. **Within ten (10) days of** the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within thirty (30) days or such other period as the Parties may agree in writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate and close out its obligations under this Agreement.

ARTICLE 8 INDEMNIFICATION AND INSURANCE

8.1 Indemnification. The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third-party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.

8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Municipality Manager, Municipality Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality Manager, Municipality Administrator, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

ARTICLE 9 CONFIDENTIAL INFORMATION

9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.

9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's Confidential Information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement.

9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP. Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:

9.3.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.

9.3.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.

9.3.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit

Supplier from placing any new bids to the Municipality's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.

9.3.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Municipality, within 60 days after ComEd provides the information to Municipality. Municipality will offer its assistance to ensure that Supplier meets these requirements and deadlines.

9.4 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

ARTICLE 10 MISCELLANEOUS

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality

Village of Hampshire
234 S. State St.
Hampshire, IL 60140
Attention: Village Manager

To Supplier

Charles C Sutton
President
MC Squared Energy Services, LLC
175 W Jackson Blvd Ste 240
Chicago IL 60604
Fax: 877-281-1279

With a copy to:

Village of Hampshire
234 S. State St.
Hampshire, IL 60140
Attention: Village Attorney

With a copy to:

Jeremiah McGair
Senior Counsel
Wolverine
175 W Jackson Blvd Ste 200
Chicago IL 60604
Fax: 312-884-3944

10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
- b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
- c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
- d. It has reviewed and understands this Agreement; and
- e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.3 Entire Agreement. This Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

10.4 Exhibit. Exhibits A and B attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

10.5 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

10.6 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof

10.7 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.

10.8 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.9 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Kane and McHenry

Counties, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.10 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

10.11 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.

10.12 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.13 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.

10.14 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

10.15 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality, which consent shall not be unreasonably withheld, provided, that upon advance written notice to the Municipality, Supplier may assign this Agreement to an affiliate without the express authorization of the Municipality.

10.16 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic mail), each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: Village of Hampshire

Signed: _____

Signed: _____

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name: _____

Title: President

Title: _____

Date: _____

Date: _____

EXHIBIT A
PRICE

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES), including pending “with RES” status; customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP); and participants enrolled in a net metering program through ComEd or an ARES other than the Supplier.

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or Tariffed Service as defined in Section 2.37 of the Agreement (i.e. ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price:

Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd’s Tariffed Service during the term of the Agreement twice annually traditionally in the spring and fall delivery periods. Supplier will provide at least thirty (30) days-notice to the municipality prior to such events.

Termination Fee for Withdrawing Customers: \$0 (zero)

Delivery Term: 24 Months

April 2025 – March 2026 Civic Contribution: \$35,000

Supplier will provide a monthly \$1,458.34 civic contribution to the Municipality for the term of the agreement. The Civic Contribution will be payable to the Municipality within 30 days after the last meter read cycle of each delivery month (i.e. February 2025 payment would be paid in April 2025).

MC Squared Energy Services, LLC

Signed: _____

Printed/Typed Name: Charles C. Sutton

Title: President

Date: _____

Municipality: Village of Hampshire

Signed: _____

Printed/Typed Name: _____

Title: _____

Date: _____

EXHIBIT B

INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit
- Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All employees shall be included as insureds.
- C. Comprehensive General Liability
- a. with coverage written on an "occurrence" basis with limits no less than: \$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" basis.
Coverages shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
 - b. with coverage written on a "claims made" basis with limits no less than: \$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "claims made" bases.
Coverages shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:
 - Worker's Compensation
 - Professional LiabilityEach such additional Insured endorsement shall identify Owner as follows: Village of Hampshire, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.
- G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:
Additional Insured Policy or Policies

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AND APPROVING RENEWAL OF AN
AGGREGATION PROGRAM FOR ELECTRICAL LOAD FOR THE VILLAGE OF
HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS**

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

THIS ___ DAY OF _____, 2024

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

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE AUTHORIZING AND APPROVING RENEWAL OF AN
AGGREGATION PROGRAM FOR ELECTRICAL LOAD FOR THE VILLAGE OF
HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS**

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

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

WHEREAS, pursuant to Section 1-92 of the Illinois Power Agency Act (20 ILCS 3855/1-92) (the “Act”) the Corporate Authorities may operate an electric aggregation program as an opt-out program for residential and small commercial retail customers if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act; and

WHEREAS, the Village submitted the question to referendum at the March 20, 2012 general primary election and a majority of the electors voting on the question voted in the affirmative; and

WHEREAS, the Village subsequently implemented its initial opt-out aggregation program in the year 2012 with the term of the first supplier agreement to end based on scheduled final meter read dates in July 2014; and thereafter renewed the program for terms from two to three years with the most recent program having expired on scheduled final meter read dates in October 2021; and

WHEREAS, over one thousand, four hundred (1,400) residences and small businesses were originally enrolled in the program; and

WHEREAS, the Corporate Authorities hereby find that it is in the best interest of the Village to continue to operate the aggregation program under the Act (the “Aggregation Program”) as an opt-out program and to enter into an additional contract with a supplier pursuant to the terms of the Act; however, the final decision will be based upon market pricing and the Village retains the option of suspending the program and returning all participants back to Commonwealth Edison; and

WHEREAS, Illinois Aggregation Consultants (“IAC”) managed the initial aggregation for the Village; and

WHEREAS, the Village desires to engage IAC in accordance with the terms of a memorandum (the “Memo”), attached hereto and incorporated herein as Exhibit A, to provide services to the Village in connection with the Aggregation Program (the “Services”); and

WHEREAS, the Services will include, soliciting bids from multiple suppliers, consulting with the Village regarding selecting the supplier that best meets the parties’ needs, assisting with the conversion process and providing assistance to residents who have questions; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village to engage IAC to provide the Services and authorize the President or his designee to enter into a master power supply agreement or similar service agreement in accordance with the terms of this Ordinance;

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

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

SECTION 2.

A. Pursuant to Section 1-92 of the Act (20 ILCS 3855/1-92), the Corporate Authorities are hereby authorized to aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located within the corporate limits of the Village, and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.

B. The Aggregation Program shall continue to operate as an opt-out program for residential and small commercial retail customers.

C. As an opt-out program, the Corporate Authorities shall fully inform residential and small commercial retail customers in advance that they have the right to opt-out of the Aggregation Program before the resident or commercial account is renewed. The disclosure and information provided to the customers shall comply with the requirements of the Act.

D. The Corporate Authorities hereby grant the President or his designee the specific authority to execute a contract without further action by the Corporate Authorities and with the authority to bind the Village.

E. The Corporate Authorities hereby approve of and authorize the engagement of IAC to provide the Services in accordance with the terms of the Memo. The Corporate Authorities further authorize the President or his designee to execute and enter into a master power supply agreement or similar service agreement in accordance with the terms of this Ordinance. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to

any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith, including providing disclosure and information to the customers in accordance with the requirements of the Act. The Village is authorized to allocate, spend and/or receive all necessary funds to fulfill the requirements of this Ordinance.

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

SECTION 4. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

EXHIBIT A
(MEMO)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

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

AN ORDINANCE AUTHORIZING AND APPROVING RENEWAL OF AN AGGREGATION PROGRAM FOR ELECTRICAL LOAD FOR THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS

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

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

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

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

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)



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

Agenda Supplement

TO: President Reid; Board of Trustees
FROM: Douglas Pann, Chief of Police
FOR: Village Board Meeting on December 5, 2024
RE: Approve Illinois Emergency Management Mutual Aid Agreement

Background: It is well established that at any given time emergency situations may occur that are beyond the capacities of the Village of Hampshire Emergency Management Agency/ Emergency Services and Disaster Agency to deal effectively with in terms of personnel, equipment and material resources. In these situations, local resources such as the Police Department and Fire Protection District are often quickly overwhelmed.

Analysis: Although the Village of Hampshire frequently works alongside our neighboring communities to address emergency situations, a common mutual aid agreement throughout the region would establish a uniform approach to crisis management and would ensure that all nearby agencies with adjacent and overlapping jurisdiction could confidently enter into mutual aid situations knowing that they were indemnified and eligible for reimbursement for services rendered.

The emergency management community in our State is a tightknit group of people who are willing to help one another. Many of our neighbors may not have all the resources to respond to or recover from an emergency or disaster all on their own. Not every disaster is going to reach the level of a State declaration, and we need to be able to call on each other for assistance when necessary. This formalized document promotes the sharing of people and resources across jurisdictional boundaries.

The Kane County Office of Emergency Management has encouraged all regional agencies to enter into the statewide Illinois Emergency Management Mutual Aid System (IEMMAS) agreement to streamline any response to large scale events. At this point, our neighboring and overlapping governments - Kane County, Pingree Grove, and Huntley - have all signed the IEMMAS agreement along with other regional agencies Sugar Grove, Lily Lake, and Big Rock.

This agreement does not mandate our participation in regional emergencies, but establishes a formal relationship that would streamline the process. Our response to mutual aid requests outside of our jurisdiction would remain dependent upon our available resources.

There is no pre-established or on-going fees or costs to entering into this agreement or being part of the IEMMAS mutual aid system.

Recommendation: Staff recommends entering into the statewide Illinois Emergency Management Mutual Aid System mutual aid intergovernment service agreement.

VILLAGE OF HAMPSHIRE

RESOLUTION NO. 24-___

A RESOLUTION AUTHORIZING PARTICIPATION AS A MEMBER IN THE ILLINOIS EMERGENCY MANAGEMENT MUTUAL AID SYSTEM RESPONSE PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF A MUTUAL AID INTERGOVERNMENTAL SERVICE AGREEMENT

WHEREAS, the Village of Hampshire Board of Trustees has long since, pursuant to ordinance, established an Emergency Management Agency/Emergency Services and Disaster Agency of the Village of Hampshire pertaining to appropriate functions in the case of an emergency; and

WHEREAS, it is recognized that at any given time emergency situations may occur that are beyond the capacities of the Village of Hampshire Emergency Management Agency/Emergency Services and Disaster Agency to deal effectively with in terms of personnel, equipment and material resources; and

WHEREAS, in adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement (the “Service Agreement”), the Village of Hampshire Board of Trustees, as one of the members thereof, hereby expresses its intent to assist a nearby member jurisdiction by assigning as appropriate some of its personnel, equipment or material resources to the requesting member jurisdiction as situations allow; and

WHEREAS, the Service Agreement is authorized by the Illinois Emergency Management Act, Section 13, (20 ILCS 3305/13) and pursuant to the ordinances of the Village of Hampshire Board of Trustees allowing for participation in various mutual aid agreements; and

WHEREAS, it is in the best interests of the Village of Hampshire Board of Trustees to provide as much assistance as is possible to the residents of the Village of Hampshire and other members of the Service 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: That the above and foregoing recitals are incorporated as findings of fact in this Resolution.

SECTION 2: That the Village of Hampshire Board of Trustees, a body politic, may participate as a member of the Illinois Emergency Management Mutual Aid System pursuant to

VILLAGE OF HAMPSHIRE

that certain Service Agreement which is attached to this Resolution hereto and incorporated herein and identified as “Exhibit A”.

SECTION 3: That the Village President be and is hereby authorized to execute, on behalf of the Village of Hampshire said Agreement and that the Village of Hampshire Clerk is authorized to attest to said Agreement.

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

VILLAGE OF HAMPSHIRE

EXHIBIT A
(SERVICE AGREEMENT)



"Coordinating the efforts of our members in a common course to protect the lives and property of the citizens we serve"

12/05/2023

RE: Updated IEMMAS Agreement

Dear IEMMAS Signatory,

Attached to this letter you will find a revised Illinois Emergency Management Mutual Aid System Agreement and a template resolution. As a Board we have been working on a revision to this agreement for well over a year. We have worked to ensure that our agreement was structured in a way that maximizes the flexibility of our assistance while incorporating modern best practices, and reflecting changes in the overall mutual aid landscape in Illinois.

Why is this agreement important? The updates to the agreement are a culmination of many aspects of the existing agreement becoming obsolete or no longer reflecting the way that we provide agency to agency support in emergency management. The previous agreement memorialized concepts such as the Mobile Support Team agreement, indemnification, and reimbursement that have since changed. For example, the changes to how the Mobile Support Teams are structured no longer include the local-to-local support that we have traditionally provided. Based on lessons learned from MABAS and ILEAS, the language regarding insurance, indemnification, and reimbursement has been modernized. This agreement is a critical piece in our ability to request or provide support in the way of personnel, equipment, or facilities to one another while ensuring that we have the legal framework in place to do so.

Why is this necessary? The emergency management community in our State is a tightknit group of people who are willing to help one another. Many of our neighbors may not have all the resources to respond to or recover from an emergency or disaster all on their own. Not every disaster is going to reach the level of a State declaration, and we need to be able to call on each other for assistance when necessary. This formalized document promotes the sharing of people and resources across jurisdictional boundaries.

How is it different from the previous agreement? This agreement is different from the previous version in a number of ways.

- Focuses on the whole of agency. This agreement provides more detail on what is considered emergency management personnel and assets. Where a jurisdiction may have equipment, staff, or facilities that fall under the control or management of emergency management this document takes those assets into account.
- Establishment of a governing body. Although IESMA's goal is to further the mission of emergency management, not all Counties and Municipalities who are signatories to the IEMMAS agreement are IESMA members. The new agreement establishes a governance structure for the oversight of emergency management mutual aid. IESMA will have a role in establishing this governing body and the initial governance structure, but the intent is for the IEMMAS governing body to self-determining.



"Coordinating the efforts of our members in a common course to protect the lives and property of the citizens we serve"

- Agreement between signatories. This agreement has a single signature line where each signatory agrees to be a party to the agreement along with every other entity that has signed the agreement. The previous agreement had three signatories which gave the impression that an agreement needed to be approved for it to be in effect. The new agreement is more flexible in the execution.

How will this be executed? Each signatory will need to adopt the new agreement by signature and resolution. Executed copies of the new agreement must be sent to the IESMA President for record keeping.

When do we want this done by? We would like the new agreement executed and returned to the IESMA President no later than December 1st, 2024. All previous agreements will be considered void as of December 1st, 2024.

If you have any additional questions, please feel free to reach out to your Regional Vice President or myself.

Thank you,

Michael Fleming
Illinois Emergency Services Management Association, President

Attachment A: Resolution Explanation

Attachment B: Resolution Example

Attachment C: IEMMAS Agreement

**Illinois Emergency Management
MUTUAL AID SYSTEM
AGREEMENT**

This Agreement is made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in the preparedness and mitigation phases of emergency management; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

Certain situations arise, including, but not limited to, emergencies, natural disasters, man-made catastrophes, and special events, in which the Parties recognize that the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. During such situations, one Member Unit's personnel and equipment may be called

upon to perform functions within the territorial limits of another Member Unit, as is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS", also "Agreement"): A definite and prearranged plan whereby response and assistance is provided to a Requesting Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time.
- B. "Unit": (also "Member Unit") Any unit of government, including but not limited to a city, village, or county having an Emergency Management Program, another unit of local government, or any other political subdivision of the State of Illinois, or an intergovernmental agency and the units of which such intergovernmental agency is comprised, which is a signatory to the IEMMAS Agreement, and has been appropriately authorized by their governing body to enter into the IEMMAS Agreement and otherwise and comply with the rules and regulations of IEMMAS.
- C. "Requesting Unit": Means any Unit requesting assistance of another Unit under this Agreement.

- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Requesting Unit.
- E. "Emergency": Any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- F. "Disaster": An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or any other calamity.
- G. "IEMMAS Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units. The State of Illinois shall be divided into eight (8) regions which as identified by Exhibit A, hereto attached and incorporated by this reference.
- H. "Training": The regular scheduled practice of emergency procedures during non-emergency drills or exercises to implement the necessary joint operations of IEMMAS.
- I. "IEMMAS Board": The governing body of IEMMAS shall be comprised of elected representatives from each of the Member Units of the IEMMAS, in the manner detailed by this Agreement.
- J. "Special Event": Any non-routine event, that places a strain on any Member Unit's

resources. Such an event may, but is not required to, involve a large number of people. Such an event should generally require additional planning, preparation, and mitigation for public safety.

- K. “Emergency Management Coordinator”: Means the Emergency Management Coordinator or agency head of a Unit, or their designee.
- L. “Emergency Management Staff”: includes any person who is an authorized employee or agent of a Unit. An Emergency Management Staff includes, without limitation, the following: full time, part time, volunteer, paid-on-call, paid on premises, and contracted personnel, as well as emergency operations center staff, support personnel, and authorized members of non-governmental response Units.
- M. "Emergency Services": means the provision of personnel, equipment, or other support to a Requesting Unit in the preparedness of, prevention of, response to, recovery from, or mitigation of any Disaster, Emergency, or Special Event, and includes joint training for the provision of any such services by a Unit.
- N. “Initial Governing Board”: The first Governing Board of IEMMAS established after two or more Public Agencies enter into this Agreement.
- O. “Public Agency”: A public agency shall have the same meaning as in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- P. “IEMMAS Regional Directors”: The elected members of the Governing Board, representing the IEMMAS Regions.

SECTION THREE

Authority and Action to Effect Mutual Aid

The Parties hereby authorize and direct their respective Emergency Management Coordinators, to take any reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Emergency Management Coordination, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Emergency Management Coordinator may commit the requested Mutual Aid in the form of Emergency Management Staff, and/or Emergency Services to the Requesting Unit. All Mutual Aid rendered shall be to the extent of available personnel and equipment, taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Emergency Management Coordinator of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

Whenever an Emergency, Disaster, or Special Event occurs and conditions are such that the Emergency Management Coordinator of the Requesting Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the Emergency, Disaster, or Special Event, and the type and amount of equipment, Emergency Management Staff, and/or Emergency Services requested from IEMMAS.

The Emergency Management Coordinator of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, Emergency Management Staff, and/or Emergency Services is requested;
2. Determine if the requested equipment, Emergency Management Staff, and/or Emergency Services can be committed in response to the request from the

Requesting Unit;

3. Dispatch the requested equipment, Emergency Management Staff and/or Emergency Services is, to the extent available, to the location of the event or location reported by the Requesting Unit in accordance with the procedures of IEMMAS; and
4. Notify the Requesting Unit if any or all of the requested equipment, Emergency Management Staff, and/or Emergency Services cannot be provided.

SECTION FOUR

Compensation for Aid

Equipment, Emergency Management Staff, and/or Emergency Services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties, including but not limited to reimbursements, fees, grants, or insurance proceeds tied to the events from which the Emergency, Disaster, or Special Event arose, shall be equitably distributed among responding parties, in the manner described by this Section Four of the Agreement.

Nothing herein shall operate to bar any recovery of funds from any third party, local, state, or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid, equipment expenses, Emergency Services, and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge because the administrative

requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may apply:

1. **Third Party Reimbursement.** – Expenses for Emergency Services recovered from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the Aid provided that may be recoverable. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the third party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. **Intrastate Emergency Management Agency Tasking.** Expenses recovered related to a response to an Emergency or Disaster at the request of The Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) or other State or federal authority shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. The Unit recovering payment from the State or Federal Government shall notify Aiding Units that

such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Interstate Emergency Management Assistance Compact ("EMAC") Response - Expenses recovered related to a response to an Emergency or Disaster at the request of another emergency management agency or the authority of another state government pursuant to an EMAC response. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. If these payments are not made directly to the participating Units, the Unit recovering payment from another state or emergency management agency shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

SECTION FIVE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, or drone liability. The obligations of

this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the jurisdiction. To the extent permitted by governing law, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SIX

Jurisdiction Over Personnel, Equipment, and Assets

Emergency Management Staff, equipment, or other assets dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees, agents, or equipment of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If a person from an Aiding Unit is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the person from the Aiding Unit was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Management Staff, equipment, or other assets of the Aiding Unit will come under the operational control of the Requesting Unit's Emergency Management Coordinator, or other appropriate authority, until released or withdrawn. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Emergency Management Coordinator.

The Aiding Unit shall notify the Requesting Unit of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other personnel.

If, for any reason, an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Agreement and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Agreement.

SECTION SEVEN

Liability

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Management Staff, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold all other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall

be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail, or certified mail.

SECTION NINE

Effectiveness

This Agreement shall be in full force and effective for each Party, upon approval by that Party's governing body in the manner provided by law and upon proper execution of this Agreement.

SECTION TEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor of entity

which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

SECTION ELEVEN

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

SECTION TWELVE

Notices

Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class US mail postage prepaid to the head of the governing body of the participating Member Unit.

SECTION THIRTEEN

Governing Law

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

SECTION FOURTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION FIFTEEN

IEMMAS Board

By agreement by and between each Member Unit to this Agreement, there shall exist a third party Public Agency, created by the Member Unit parties to this agreement, which shall be known as the Illinois Emergency Management Mutual Aid System (hereinafter referred to as “IEMMAS”). IEMMAS that shall be considered a Public Agency, as that term is defined in 5 ILCS 220/2(1). The Public Agency IEMMAS shall have a governing board, consistent with the meaning of the phrase “governing board” in 5 ILCS 220/2(1), which shall be known as the “IEMMAS Board.”

The IEMMAS Board is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws, and any other matters deemed necessary. For the avoidance of doubt, it is expressly understood that as a Public Body, the IEMMAS Board shall be subject to the Illinois Open Meetings Act (5 ILCS 120/1-1, et seq.), Illinois Freedom of Information Act (5 ILCS 140/1-1, et seq.), and any other laws and regulations of the state for which Public Bodies must comply.

An Initial Governing Board, created upon enactment of the IEMMAS agreement by two or more Public Agencies, shall serve as the IEMMAS Board. One (1) representative from each of

the eight (8) IEMMAS regions, the State of Illinois shall be divided into eight (8) regions as identified by Exhibit A. Such representatives shall be selected by the President of IESMA, and along with the President of IESMA, (a total of nine (9) individuals), who shall serve as the Initial Governing Board of IEMMAS. If a member of the Initial Governing Board is not able to complete their term, the IESMA President shall appoint a replacement with a candidate from the same IEMMAS region as the person who was unable to complete the term. If there are no parties interested in the position from the IEMMAS region, the IESMA President can then appoint a replacement from any of the IEMMAS regions to finish the term.

The Initial Governing Board shall identify the process to be used for the election of the permanent IEMMAS Board members. The proposed election process shall be approved by a vote of the eight (8) interim IEMMAS Regional Directors with a simple majority. If the vote on the election process should result in a split decision, the IESMA president shall cast the tie breaking vote. The Initial Governing Board shall conduct the election process to identify the eight (8) IEMMAS Regional Directors.

After the eight (8) IEMMAS Regional Directors have been duly elected, a date to transfer the responsibilities from the Initial Governing Board to the IEMMAS board shall be determined. Upon the transfer of responsibilities, all governing board powers are hereby transferred to the elected IEMMAS Board.

The composition IEMMAS Board after the Initial Governing Board have served their term shall consist of the following:

- A. Eight (8) IEMMAS Regional Directors elected from each of the eight (8) IEMMAS Regions.
- B. The President of IESMA, or their designee, will hold a permanent, and non-

elective IEMMAS Board membership.

The eight (8) IEMMAS Regional Directors shall serve as the voting representative of their region on IEMMAS matters. Those elected to represent their region on the IEMMAS Board may appoint a designee to serve temporarily in their stead. The eight (8) IEMMAS Regional Directors shall be from a Member Unit within their respective IEMMAS Region and shall have all rights and privileges attendant to a representative of that region. Every Governing Board Member must be affiliated by employment with, or relation to, a signatory Member Unit.

The Public Agency IEMMAS shall have a President, Vice President, Secretary, and Treasurer who shall be appointed by and from the elected members of the IEMMAS Board, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of IEMMAS as the Bylaws are established and may be amended from time to time by the IEMMAS Board.

SECTION SIXTEEN

Duties of the IEMMAS Board

The IEMMAS Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

SECTION SEVENTEEN

Rules and Procedures

The IEMMAS Board shall establish rules and procedures of the IEMMAS as deemed necessary for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS, subject to the laws governing Public Bodies in the State of

Illinois.

SECTION EIGHTEEN

Revocation of Prior Agreements

This Agreement shall replace all prior Illinois Emergency Management Mutual Aid System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2025. Any Member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2025, shall no longer be affiliated with IEMMAS in any capacity, shall not continue to benefit from its prior association with IEMMAS, and shall not rely on IEMMAS for emergency responses, until subsequently rejoining IEMMAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2025, shall be the date set forth next to the signature of that new Member Unit.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IEMMAS Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF,

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto. A certified copy of the approving ordinance, resolution or authority, along with the executed Agreement is included and shall be sent to the IEMMAS Board.

In Witness Whereof, the Signatory Public Agency designated below enters into this agreement with all other Signatory Public Agencies who have signed or will sign this agreement pursuant to legal authorization granted to is under the Constitution of the State of Illinois (III. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency

Public Agency Name

By: _____
Legally Authorized Agent

Printed Name: _____

Title: _____

Date: _____

State of Illinois)
) ss
County of _____)

_____, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the agreement in its entirety, that the entity shown above the “Public Agency Name” line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

EXHIBIT A



AGENDA SUPPLEMENT

TO: President Reid and Village Board

FROM: Lori Lyons, Finance Director

FOR: December 5, 2024 Village Board Meeting

RE: A Resolution the Upfitting of a 2025 Freightliner Plow Truck

Background. The Village operates and maintains a fleet of heavy-duty trucks for the purpose of maintaining and operating Village infrastructure including roads and streets. As the Village grows, it must acquire additional equipment to keep up with the requirements of additional infrastructure demands. The FY26 operating budget and Village Capital Plan will include the purchase of a new Freightliner Snow Plow/Dump truck (built approved 11/17/2024) to aid snow and other operations in the Street Division. Upon completion of the cab and chassis, it will be delivered to Henderson Products, Inc. in Huntley for upfitting with the equipment required to make this truck ready to aid in ice and snow operations of Village streets.

Analysis. Henderson was awarded a contract by Sourcewell which satisfies all of the competitive bidding requirements for the upfitting. The quote is attached as Exhibit A to the attached resolution and comes in at \$130,748 for the items detailed.

Recommendation. Staff requests authorization to sign the Henderson Quote in the amount of \$130,748.

No. 24 – XX

**A RESOLUTION AUTHORIZING THE PURCHASE OF
UPFITTING OF A
FREIGHTLINER 108SD PLUS
FOR THE VILLAGE OF HAMPSHIRE**

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

WHEREAS, the Village operates and maintains a fleet of heavy-duty trucks to operate and maintain Village streets and other infrastructure; and

WHEREAS, the Village board authorized staff to execute a letter of intent to purchase a new Freightliner 108SD cab and chassis (Freightliner) from Transchicago Truck Group of Elmhurst on November 21, 2024; and

WHEREAS, the Freightliner will need to be upfitted in order to be added to the snow and ice control fleet of the Village, and

WHEREAS, the Village is a member of Sourcewell a public agency that provides cooperative purchasing solutions for government and educational agencies, and

WHEREAS, Sourcewell has identified the Henderson Products, Inc. (Henderson) as a qualified bidder and awarded a contract to the Vendor for the upfitting of the Freightliner in the amount of \$130,748, as provided in the attached Exhibit A, and

WHEREAS, Village staff has determined that Sourcewell’s purchasing policies satisfy all competitive bidding requirements, and

WHEREAS, the Village will budget sufficient funds in the Fiscal Year 2026 budget for the purchase of the upfitting, and

WHEREAS, the President and Trustees of the Village of Hampshire have determined that it is in the best interest of the Village and the public to approve the purchase of the upfitting from the Vendor as set for in this resolution:

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 purchase of upfitting Freightliner 109SD Plus cab and chassis for snow operations as specified and detailed in Exhibit A attached hereto and incorporated herein by this reference is hereby approved.

Section two. The Village Manager, or his designee, is authorized to execute, on behalf of the Village, all documents acceptable and necessary to complete the purchase of the upfitting from Henderson as authorized by pursuant to this Ordinance.

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

ADOPTED THIS 5th day of December 2024, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 5th day of December 2024.

Michael J. Reid, Jr.
Village President

ATTEST:

Karen Stuehler
Village Clerk



HENDERSON

EXHIBIT A

CUSTOMER QUOTE

PRODUCTS, INC.

11921 SMITH DRIVE
HUNTLEY, IL 60142
PHONE: 847-836-4996
FAX: 563-927-7108

Page 1
Quote #166717
Rev #125

To: VILLAGE OF HAMPSHIRE
Attn: DAVID STARRETT (847) 683-9489
Quote Date: 11/6/2024
Valid Until: 2/4/2025
NPPGov Contract# PS22170
NPPGov #: Placeholder
Quoted:

Quoted By: Chris Fack
Phone: 847-836-4996
Cell: 847-754-5035
Fax: 563-927-7108
Email: cfack@hendersonproducts.com

Village of Hampshire Single Axle Tub Body

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

Snow Plow Hitch

Reversing Cylinder Style: **None or Top mount reversing cylinders**
Plow Portion Hitch: **Plow portion not included, existing plow**
Hitch, Truck Portion: **Pin & loop hitch, low profile**
Hydraulic Lift Cylinder: **4" x 2" x 10" Double Acting Nitrided Lift Cylinder**
Custom Options: **No Custom Options Required**

Reversible snow plow

Plow Length: **12' length**
Moldboard Trip: **Full trip with 2 external compression springs**
Pushframe Type: **Full Width Push Frame with top mount cylinders, Std. Angle**
Moldboard Height: **42" height**
Moldboard Shield: **Integral shield**
Moldboard Sheet Material: **10 GA GR50 steel (standard)**
Mailbox Cut/Mouse Ear: **Mailbox cutout on right side of moldboard**
Hydraulic Cylinders: **4" x 2" x 10" reversing nitrided cylinders**
Paint: **Henderson Orange**
12" Rubber Deflector: **Yes, w/ SS Backer**
Install Rubber Deflector: **Yes**
36" Plastic Side Markers, Pair: **Yes**
Parking Jack, Screw Adjustable: **Yes**
Install Parking Jack: **Yes**
Curb Guard, Installed: **Double Wrap around curb guards**
Hitch, Plow Portion: **Pin and loop oscillating hitch**
Plow Portion Installed on Plow: **Yes**

HPI Marke

COUNTRY/LANGUAGE: **USA/ENGLISH**
FAMILY: **MARK E, 18" RADIUS**
FLOOR LENGTH: **10' FLOOR LENGTH**
SIDE HEIGHT: **30" SIDE HEIGHT**
BODY MATERIAL (SIDES/HEADSHEET) : **10GA 201SS SIDES/HEADSHEET**





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CUSTOMER QUOTE

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TOP RAIL/RUB RAIL MATERIAL: 10GA 201SS TOP RAILS ONLY
 REAR BOLSTER HEIGHT: 8" BOLSTER, 2-1/8" POCKETS
 REAR BOLSTER MATERIAL: 7GA 201SS REAR BOLSTERS
 FLOOR MATERIAL: 1/4" AR400 FLOOR
 HOIST TYPE: 8/17 UNDERBODY HOIST W/SF
 CYLINDER MODEL: 8/17 UB, 1YR WTY
 HOIST MOUNT TYPE: STANDARD SUBFRAME
 LONGSILLS: 8" I-BEAM LONGSILLS, FULL WELD
 UB HOIST MAINTENANCE: GREASEABLE PINS, NO BUSHINGS
 BODY HINGE MAINTENANCE: GREASEABLE PINS, WITH BUSHINGS
 TAILGATE STYLE: CONFIGURABLE STANDARD TAILGATE
 TAILGATE SHEET MATERIAL: 10GA 201SS TAILGATE SHEET
 TAILGATE BRACE: 1 HORIZONTAL TAILGATE BRACE
 TAILGATE LIFT STYLE/LOCATION: FORMED LIFT LOOP, TOP BRACE
 TAILGATE RELEASE & CONTROL: DOUBLE ACTING, SS BUSHING, TG RELEASE
 TAILGATE HINGE: STD, 1-1/4" PIN, 1" PLT
 TAILGATE CHAINS: SS TAILGATE CHAINS
 BOLSTER CHAIN HOOKS: BANJO CHAIN HOOKS INSTALLED
 LUBRICATION: GREASEABLE PINS, JAWS, & SHAFT
 CABSHIELD STYLE/WIDTH/OVERHANG: WELD-ON, 22"x86", W/ TARP SHROUD
 CABSHIELD MATERIAL: 201SS, 10GA PANEL, 7GA ENDS
 CABSHIELD LIGHTING: CS LIGHTS, 4 REAR RECTANGLE, ILDOT SPEC
 SIDE LADDER LOCATION: LADDER/GRBHND, DS FRNT, SL
 SIDE LADDER TYPE: LADDER, FOLD DOWN, 201SS
 REAR BOLSTER MARKER LIGHTING: 2.5" RED REAR BLSTR LIGHT
 REAR FACING REAR BOLSTER LIGHT: 3 OBOUNDR LIGHT
 PWS TANKS: DUAL 60 GAL TANKS, INSTALL
 PREWET PREP: WELDED PREWET BOX BRKT PS REAR
 WALK RAILS: 4.75" DRVR&CURB WALK RAIL, INSTALLED
 VIBRATOR LOCATION: VIBRATOR PAD BETWEEN LONGSILLS
 TGS INSTALLATION: FACTORY INSTALLED TGS
 TGS INTEGRATION: TGS SPILL SHIELDS, SHIP LOOSE
 TGS/ASPHALT LIP MOUNT HOLES: MOUNT HOLES IN BOLSTER
 FINISH PREP: WASH & PRIME MILD PARTS ONLY
 NOTE 1.: ADDITIONAL CUSTOM OPTION
 CUSTOM OFFERING:

TGS salt / sand spreader

TROUGH MATERIAL: 201SS
 AUGER SIZE AND TYPE: 6" dia. auger, direct drive
 MOUNTING BRACKETS: Standard Mount Kit 96" Width
 AUGER SPEED SENSOR: Auger speed sensor
 Option 1 Description: SLURRY TUBE INSTALLED IN TGS
 Option 2 Description: FULL DROP CLEAN OUT PAN





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PRODUCTS, INC.

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CUSTOMER QUOTE

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PWS liquid pre-wetting system

Power Source: **Hydraulic Powered Pump**
Application: **Munibody**
Product Size: **Munibody 9ft RDO**
Control Box: **No Valve, Hydraulic Powered Pump and Flow Meter**
Pump: **Upgraded Pump Rated at 8.2 GPM**

Installation Workup

Facility: **IDC-IL**
Chassis Delivery To Henderson: **Truck Dealer/Customer Delivers**
Completed Truck Delivery Method: **Henderson Delivers (100 miles or less)**
Chassis Make: **Freightliner**
Chassis Model Yr: **2025**
Chassis Model: **108sd plus**
Useable CA/CT: **84in.**

Hitch Type: **Low Profile or Manual Tilt Type Hitch**
Mount Type: **Cheek Plate Mount Kit (Select type below)**
Mount Kit Model (Req'd): **Low Pro/MT Ck Plt Kit (No Wng, 34"w Full Frame)**
Front Bumper: **OEM Bumper Cut and Split**

Front Plow Type: **Standard Henderson Plow**
Plow Markers (Front Plow): **IDC Install of fact supplied markers, sales to order w/ unit**

Rubber Deflector Install: **Supplied/Installed @ Factory, sales to order w/ unit**
Front Plow Curb Guards: **Supplied/Installed @ Factory (Sales to order with unit)**
Plow Jack Install: **Supl'd/Instl'd on plow @ Factory, Sales order with unit**

Dump Body Type: **Mark E Single Axle**
Floor Length: **(10') Floor length**
Hoist Type: **Underbody Hoist with Subframe**
Cylinder Type: **Double Acting**
Body Material (Sides/ends): **Stainless Steel Type Body Material**
Tailgate Release Type: **IDC supplied Electric over air valve**
Pressure Protection Valve: **Direct to air tank valve (Int, Mack & Volvo)**
Cabshield Install: **Supl'd by fact, welded to body @ IDC, sales to order w/ unit**
Ladder(s): **Supplied by factory, Install @ IDC (sales to order w/ unit)**
Ladder Install QTY (Dump): **(1) LADDER INSTALLED @ IDC (LABOR ONLY)**
Ladder Install Style (Dump) 1: **Fold Down Side Ladder**
Ladder Install Loc 1 (Dump): **Driver Side Front**
Shovel Holder: **(1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt**
Shovel Holder Loc (1): **Driver side headsheet**
Vibrator: **Cougar Vib, DC2700 kit, 50' cable, SA (order vib pad w unit)**
Sideboards: **Wood (Un-Painted), supplied/installed by IDC**

Sideboard Notes:



HENDERSON

CUSTOMER QUOTE

PRODUCTS, INC.

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11921 SMITH DRIVE
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PHONE: 847-836-4996
FAX: 563-927-7108

Tarp Brand: **US Tarp** (order 86" c/s if using integral shield)
Tarp System: **Electric Tarp, Bullet Proof Arms, w/o Wind Deflector**
Tarp Material: **Black Vinyl (Asphalt rated)**
Tarp Length: **13' Body Length or Shorter (BV, US)**

Body Spec Notes:

Spreader Type: **TGS**
TGS Drive Type: **Hydraulic Drive**
TGS Spinner Configuration: **Single Spinner Install**
TGS Body Type: **Standard straight gate body install**
TGS mounting type: **STD TGS brackets (supplied with unit)**
TGS Spill Shield Mod: **Modify Inside Spill Shields (Coal chute or tub bodies)**
TGS Tailgate Props: **Tailgate prop, Stainless**
HYD QD Mount Brackets: **Stainless Steel QD Mount in front of dump body bolster**

Prewet/Liquid System: **Muni/BBMAXX Prewet System**
Drive Configuration: **Hydraulic Drive, Vendor Supplied (sales to quote w/ hyd)**
Controls: **Supplied by IDC (sales to order w/ hyd cntrls)**
Pwet Discharge Loc: **Front or Rear Spinner Only**
Liquid Options 1: **1)161566 TANK,POLY,2.5 GAL,FLUSH**
Liquid Options 2: **(1)165484.201 BRACKET,MOUNT,FLUSH TANK**

Liquid Details:

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**
Mudflaps (Rear): **Swinging w/Logo**
Mudflap Type (Rear): **36" Swinging, SS (with LOGO)**
Fenders: **Poly fenders, Full Pair, single axle, SS mount**
Pintle Plate: **Yes (select from options below)**
Pintle Plate Configuration: **3/4" Plate, 2" Recvr Tube, SA w/SubFrm (w/3LTC)**
Pintle Plate D-Rings: **Qty (2) 1" D-rings, 50 deg bend**
Pintle Hook: **20 Ton**
Trailer Plug (1): **7 Pin Trailer Plug, Truck end 7-Way RV,new style (municipal)**
Truck Wash: **Complete Truck Wash/Clean/Vac 1**
Warranty: **Standard 1 Year Warranty**
Inspection: **Walk-around meeting only**
Reflective Tape: **Reflective Tape, Henderson Logo (60' Linear)**
Chassis Install Options 1: **Customer needs 2.5in. Receiver Tube**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**
Power Distribution Panel: **Power Distribution Panel**



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Plow Lights: **Plow Lts, ABL, Heated**
Plow Light Brackets: **Plow Lt Brckts, SS, FRTLNR/Western Star/Other, Pair**
Worklight(s) QTY: **(QTY 2) Work Lights (Select type below)**
Worklight (1) Type: **LED, Worklight, 4in Round (Optilux)**
Worklight (1) Gen Location: **On rear of body**
Worklight (2) Type: **LED, Worklight, 4in Round (Optilux)**
Worklight (2) Gen Location: **Rear Spinner**
Rear Dump Bolster (S/T/T): **LED S/T/T, kit (West) (order holes)**
OEM Light Remount: **TBD @ Prebuild**
Rear Dump Bolster (Back-up): **B/U Lights, LED, Clear, Oval, pair (Order holes with body)**
Rear Dump Bolster Strobes: **6" LED Oval Strobes, Amber, 1 PR, (order holes w/unit)**
Back up alarm: **Backup Alarm, 97db**
Junction Box/Backup Alarm Bracket: **Backup Alarm Bracket Installed**
Body up switch/light: **Body UP Switch/Body Up Light (Trucklite)**
Brake controller: **Brake Controller, Voyager Brake Controller**
Backbone & Wire Standoffs: **10' Backbone (For SA)**
Camera: **MS Foster**
Camera Kit: **Camera Sys, 7" Monitor, 1 Camera w/wash & Exten Cble**
IDC Light Package: **72" Justice (ILDOT) w/2 wk lites, Short Risers**
Pavement Temp Sensor: **Roadwatch kit w/ stand alone display**
Electrical Install Opt 1: **Rear Facing Load Camera on Cab Shield**

Electrical Spec Notes:

Hydraulics: **Full Hydraulic Package**
Hyd Supplier: **Force America (Select Pkg Below)**
Hyd Supplier (Spec): **Placeholder**
Controls Type: **Electric Controls**
PTO Type: **Included in Hydraulics Package**
Reservoir Type: **Supplied With Hydraulics**
Valve Enclosure Type: **Supplied With Hydraulics**
Low Oil Shut Down: **Yes, included in Hyd Pkg**
High Temp Oil Shut Down: **Yes, included in Hyd Pkg**
Low Oil Indicator: **Yes, included in Hyd Pkg**
Return Filter: **Provided with Hydraulics**
SS Tubing Upgrade: **SA, F&R lines, 6' Frnt, 9' Rr**
Quick Coupler Upgrade: **Standard Quick Couplers**

Hydraulics Notes:

Force 5100 Spreader Controller with Patrol Arm



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Original package price: \$142,277.00
Total package w/applicable NPPGov discount: \$130,109.00
Freight: \$639.00
Package(s): 1
Total: \$130,748.00

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Signed: _____ Date: _____

Quote notes:

Henderson offers a deposit program with additional discounts. Please contact your Henderson sales representative for more details.

All Terms and Conditions Apply. Terms of Sale Document available at:
http://www.hendersonproducts.com/assets/Terms_of_Sale.pdf



To: Village of Hampshire

From: Engineering Enterprises, Inc.

Date: November 22, 2024

Re: Wastewater Treatment Facility UV System Bid Results and Recommendation of Award - Agenda Supplement

EI Job #: HA2316-V

Background

The Wastewater Treatment Facility (WWTF) utilizes Ultraviolet (UV) disinfection to sterilize pathogens that may be present in discharge from the facility. This is done seasonally between May 1 – October 31 each year, as required by the facility’s NPDES Permit. Much of the existing UV disinfection equipment has been in service for approximately 20 years. While staff have been able to replace minor components, such as the bulbs, there are significant components to this system that are failing, obsolete, and no longer supported by the manufacturer. As such, this equipment has been earmarked by staff for replacement.

The design of this project was completed at the end of October, and proposals have been solicited and received from select local Contractors to construct this work.

Bidding Results

Three Contractors submitted proposals on November 20, 2024, and the total base bids received are as follows, with further details included in the enclosed Bid Tabulation:

- | | |
|--------------------------------|----------------|
| 1. Boller Construction Company | \$ 596,293.00* |
| 2. Manusos General Contractors | \$1,030,000.00 |
| 3. Mark Kresmery Construction | \$ 674,146.40 |

The Engineer’s Estimated Opinion of Probable Construction Cost for the Total Base Bid was \$631,146.40.

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

Bidder Evaluation

Boller Construction Company has been in business for 48 years and has a long list of water and wastewater treatment works projects in Illinois. The company appears capable of completing the project

* The Bid Total Amount for Boller Construction Company was modified from the entered version on the Bid Form (\$596,800) to reflect the sum of the unit items.



and has good references working with EEI on the recent Raw Sewage Screen Replacement project at the Village of Huntley's West WWTP. Boller Construction Company is also currently constructing the Village of Huntley's Well 13 Water Treatment Plant with EEI.

Bid Cost Evaluation

There is \$700,000 in the FY24-25 budget for this project. The lowest total base bid was approximately 5.5%, or \$34,853, lower than the engineer's estimated construction cost of \$631,146.40. When accounting for the amount that the Village is supplying directly to Trojan Technologies, Inc. for the equipment (\$58,461.60, or 20% of the \$292,308 equipment cost), the total construction cost is \$654,754.60.

Recommendation to Award

Based on the bid evaluation, EEI recommends that the Village award the project to Boller Construction Company in the amount of \$596,293.00, as mentioned in the enclosed Recommendation of Award letter.



November 21, 2024

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

**Re: Recommendation of Award
Hampshire WWTF – UV System Replacement Project**

Dear Mr. Hedges:

Bids were received, opened, and tabulated for work to be done on the above referenced project at 11:00 a.m., November 20, 2024. A tabulation of the bids is attached for your information and record.

At this time, we recommend the acceptance of the bid and approval of award be made to the low bidder, Boller Construction Company, 3045 Washington St, Waukegan, IL 60085 in the amount of \$596,293.00.

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

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Stephen T. Dennison, P.E.
Vice President

STD/npw
Enclosures

BID SUMMARY
HAMPSHIRE WWTF - UV SYSTEM REPLACEMENT
VILLAGE OF HAMPSHIRE

BID TABULATION BIDS RECEIVED 11:00 A.M. 11/20/24		BOLLER CONSTRUCTION COMPANY	MANUSOS GENERAL CONTRACTING	MARK KRESMERY CONSTRUCTION
	Engineer's Estimate	3045 Washington St. Waukegan, IL 60085	91 Christopher Way Fox Lake, IL 60020	1725 Weld Road Elgin, IL 60123
TOTAL FOR BID ITEMS	\$631,146.40	\$596,293.00	\$1,030,000.00	\$674,146.40
SIGNED BID		x	x	x

Note: The Bid Total Amount for Boller Construction Company, Inc. was modified from the entered version on the Bid Form (\$596,800) to reflect the sum of the unit items.

BID TABULATION
DETAILED BID SCHEDULE SUMMARY
HAMPSHIRE WWTF - UV SYSTEM REPLACEMENT
VILLAGE OF HAMPSHIRE

		BID TABULATION BIDS REC'D 11/20/2024		Engineer's Estimate		BOLLER CONSTRUCTION COMPANY 3045 Washington St. Waukegan, IL 60085		MANUSOS GENERAL CONTRACTING 91 Christopher Way Fox Lake, IL 60020		MARK KRESMERY CONSTRUCTION 1725 Weld Road Elgin, IL 60123	
ITEM NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
1	MOBILIZATION, INCLUDING PERFORMANCE AND PAYMENT BONDS, AND DEMOBILIZATION.	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 67,166.15	\$ 67,166.15	\$ 25,000.00	\$ 25,000.00
2	BALANCE OF EQUIPMENT AND DELIVERY COST FOR NEW TROJAN UV DISINFECTION SYSTEM PER CONTRACT DOCUMENTS, WHICH INCLUDES TWO (2) POWER DISTRIBUTION CENTERS AND BANKS OF UV MODULES, SENSORS, CHANNEL BAFFLE, DAVIT CRANE, HYDRAULIC SYSTEM, AND CONTROL CABINET.	LS	1	\$ 233,846.40	\$ 233,846.40	\$ 233,846.40	\$ 233,846.40	\$ 233,846.40	\$ 233,846.40	\$ 233,846.40	\$ 233,846.40
3	PROVIDE ALL EQUIPMENT, MATERIALS AND LABOR REQUIRED FOR DEMOLITION OF THE EXISTING UV SYSTEM, INCLUDING BUT NOT LIMITED TO, ELECTRICAL WIRING, CONDUITS, CONTROL PANELS, AND POWER PANELS, AS SHOWN ON THE CONTRACT DRAWINGS.	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 15,200.00	\$ 15,200.00	\$ 110,000.00	\$ 110,000.00	\$ 55,000.00	\$ 55,000.00
4	FURNISH ALL EQUIPMENT, MATERIALS AND LABOR REQUIRED TO INSTALL THE NEW TROJAN ULTRAVIOLET SYSTEM, INCLUDING ALL NEW WIRING, CABLING, CONDUIT, CABINETS, TROJAN-SUPPLIED EQUIPMENT, PANELS, APPURTENANCES, AND NEW CHANNEL COVERS AS REQUIRED.	LS	1	\$ 250,000.00	\$ 250,000.00	\$ 233,846.60	\$ 233,846.60	\$ 534,687.45	\$ 534,687.45	\$ 273,000.00	\$ 273,000.00
5	REMOVE AND REPLACE THREE (3) EXISTING MUD VALVES.	EA	3	\$ 10,000.00	\$ 30,000.00	\$ 8,700.00	\$ 26,100.00	\$ 9,000.00	\$ 27,000.00	\$ 10,000.00	\$ 30,000.00
6	SYSTEMS INTEGRATOR: INSTRUMENTATION AND SCADA	LS	1	\$ 47,300.00	\$ 47,300.00	\$ 47,300.00	\$ 47,300.00	\$ 47,300.00	\$ 47,300.00	\$ 47,300.00	\$ 47,300.00
7	ITEMS ORDERED BY THE ENGINEER	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL FOR BASE BID				\$ 631,146.40		\$ 596,293.00 <small>(see note below)</small>		\$ 1,030,000.00		\$ 674,146.40	
ABOVE/BELOW ENGINEER'S ESTIMATE						-5.52%		63.20%		6.81%	

Note: The Bid Total Amount for Boller Construction Company, Inc. was modified from the entered version on the Bid Form (\$596,800) to reflect the sum of the unit items.

VILLAGE OF HAMPSHIRE

RESOLUTION NO. 24-_____

A RESOLUTION AWARDING A BID TO THE LOWEST RESPONSIBLE BIDDER FOR CONSTRUCTION SERVICES FOR THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS (*Wastewater Treatment Facility UV System Replacement*)

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

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

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

WHEREAS, the Village’s wastewater treatment facility currently uses an ultraviolet disinfection system to sterilize pathogens (the “UV System”); and

WHEREAS, the equipment used for the UV System is obsolete and it is becoming more costly and difficult to find replacement parts for the UV System; and

WHEREAS, to ensure that the Village’s wastewater treatment facility continues to operate in a safe and efficient manner, it has been deemed necessary to replace the equipment (the “Project”); and

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

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

VILLAGE OF HAMPSHIRE

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

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

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

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

SECTION 3. The officers, agents, and/or employees of the Village shall take all action necessary or 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.

VILLAGE OF HAMPSHIRE

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.

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
(Bid Summary)

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 AWARDING A BID TO THE LOWEST RESPONSIBLE BIDDER
FOR CONSTRUCTION SERVICES FOR THE VILLAGE OF HAMPSHIRE,
COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS
(Wastewater Treatment Facility UV System Replacement)**

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)



To: Village of Hampshire

From: Engineering Enterprises, Inc.

Date: November 22, 2024

Re: Wastewater Treatment Facility UV System Replacement – Construction Engineering - Agenda Supplement

EEI Job #: HA2316-V

Background

The Wastewater Treatment Facility (WWTF) utilizes Ultraviolet (UV) disinfection to sterilize pathogens that may be present in discharge from the facility. This is done seasonally between May 1 – October 31 each year, as required by the facility's NPDES Permit. Much of the existing UV disinfection equipment has been in service for approximately 20 years. While staff have been able to replace minor components, such as the bulbs, there are significant components to this system that are failing, obsolete, and no longer supported by the manufacturer. As such, this equipment has been earmarked by staff for replacement.

The design of this project was completed at the end of October, and proposals have been solicited and received from select local Contractors to construct this work.

The Village has asked EEI to assist with Construction Engineering for this project. EEI has prepared the attached Professional Services Agreement (PSA) in an amount of \$34,718.00. We expect this project to be completed by April 30, 2025.

Agreement for Professional Services
Wastewater Treatment Facility UV System Replacement – 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.

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:

Contractor 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. The total contract amount shall be paid for as a Lump Sum contract in the amount of \$34,718. 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 after review.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1st of every given year, shall provide written notice of any change in the rates specified in Attachment 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 contractor 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: Estimate of Level of Effort and Associated Cost
- Attachment D: Proposed 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
 P.O. Box 157, 234 S. State Street
 Hampshire, IL 60140

Stephen T. Dennison
 Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, IL 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 T. Dennison, P.E.
 Vice President

 Karen Stuehler
 Village Clerk

 Angie Smith
 Executive Assistant



Attachment A:

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective

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

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

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

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

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.

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 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 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.
3. 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.
4. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
5. 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.
6. 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.

7. 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.
8. The ENGINEER will cooperate and work closely with representatives of the OWNER.
9. 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.
10. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.
11. 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.

12. 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.
13. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
14. 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.
15. 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.
16. 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 Thirty-Four Thousand Seven Hundred Eighteen Dollars – Fixed (FF) (\$34,718.00 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 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 CONSTRUCTION ENGINEERING

Background and Project Understanding

The ultraviolet (UV) disinfection system at the Wastewater Treatment Facility (WWTF) is nearly 20 years old, requiring increasing costly maintenance and repair and is thus in need of replacement. This project will replace the UV system with a similar capacity, more efficient version within the same channel as the existing. The project has bid and is ready to move into the construction phase. Based on our understanding of the project, Engineering Enterprises, Inc. (EEI); hereafter referred to as the ENGINEER, has developed this scope of work.

CONSTRUCTION ENGINEERING SCOPE OF WORK

- 3.1 **Project Management and Administration**
 - **Budget and Schedule Tracking and Management**
- 3.2 **Pre-Construction and Construction Progress Meetings (Maximum of 2)**
 - **Prepare for, Attend, and Facilitate the Preconstruction Meeting and Up to One (1) Construction Progress Meeting Including Preparation of Meeting Minutes**
- 3.3 **Shop Drawing, O&M Manuals, and Warranty Reviews**
- 3.4 **Pay Application Reviews (Maximum of 5) and Change Orders (Maximum of 2)**
- 3.5 **Coordination with Village and Contractor**
- 3.6 **Construction Observation (Part-Time) and Documentation**
- 3.7 **Project Closeout, Punchlists, and As-Built Drawings**

Electrical and Structural construction engineering will be provided by EEI's subconsultants.

ASSUMPTIONS

The above scope of services assumes the following:

- **Local Funding Utilized – No Debt Service Coordination**

EXCLUSIONS

The above scope of services excludes the following:

- **Attendance at Village Board Meetings**
- **Construction Staking**
- **Geotechnical Engineering and CCDD Analysis**
- **Obtain IEPA Operating Permit (Not Required)**
- **Stormwater Pollution Prevention Plan – Stormwater Best Management Practices During Construction Will Be Utilized in Accordance with County Requirements**
- **Detailed Review of Certified Payroll**
- **Shop Drawing Reviews Beyond One Resubmittal for Each Shop Drawing – There Are**



Provisions in the Project Manual for the Contractor to Reimburse the Engineer for Expenses Related to Each Additional Resubmittal

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 B: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
Village of Hampshire		HA2316-V	
PROJECT TITLE		DATE	PREPARED BY
Wastewater Treatment Facility UV System Replacement		11/22/24	STD

	TASK DESCRIPTION	2024												2025					
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC			
CONSTRUCTION ENGINEERING																			
3.1	Project Management and Administration																		
3.2	Pre-Con and Construction Progress Meetings (Max. of 2)																		
3.3	Shop Drawing, O&M Manuals, and Warranty Reviews																		
3.4	Pay Application Reviews (Max. of 5) and Change Orders (Max. 2)																		
3.5	Coordination with Village and Contractor																		
3.6	Construction Observation (Part-Time) and Documentation																		
3.7	Project Closeout, Punchlists, and As-Built Drawings																		



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

CLIENT	
Village of Hampshire	
PROJECT TITLE	PREPARED BY
Wastewater Treatment Facility UV System Replacement - Construction Engineering	STD

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 1	PE	CAD	ADMIN	HOURS	COST
		RATE	\$239	\$208	\$196	\$165	\$159	\$70		
CONSTRUCTION ENGINEERING										
3.1	Project Management and Administration		2		2				4	\$ 870
3.2	Pre-Con and Construction Progress Meetings (Max. of 2)		2		4	6			12	\$ 2,252
3.3	Shop Drawing, O&M Manuals, and Warranty Reviews		2		8	16			26	\$ 4,686
3.4	Pay Application Reviews (Max. of 5) and Change Orders (Max. 2)		2		8	16			26	\$ 4,686
3.5	Coordination with Village and Contractor		3		12	16			31	\$ 5,709
3.6	Construction Observation (Part-Time) and Documentation				12	48			60	\$ 10,272
3.7	Project Closeout, Punchlists, and As-Built Drawings		1		4	8			13	\$ 2,343
Construction Engineering Subtotal:			12	-	50	110	-	-	172	\$ 30,818
PROJECT TOTAL:			12	-	50	110	-	-	172	30,818

Notes:

DIRECT EXPENSES	
Printing	\$ 100
Mileage	\$ 300
MEP Construction Engineering	\$ 3,000
Structural Construction Engineering	\$ 500
DIRECT EXPENSES =	\$ 3,900

LABOR SUMMARY	
EEI Labor Expenses =	\$ 30,818
TOTAL LABOR EXPENSES	\$ 30,818

TOTAL COSTS	\$ 34,718
--------------------	------------------





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 *(Engineering Services – Wastewater Treatment Facility UV System Replacement)*

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

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

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

WHEREAS, the Village’s wastewater treatment facility currently uses an ultraviolet disinfection system to sterilize pathogens (the “UV System”); and

WHEREAS, the equipment used for the UV System is obsolete and it is becoming more costly and difficult to find replacement parts for the UV System; and

WHEREAS, to ensure that the Village’s wastewater treatment facility continues to operate in a safe and efficient manner, it has been deemed necessary to replace the equipment (the “Project”); and

WHEREAS, the design for the Project was completed and proposals have been solicited and received to construct the Project; and

WHEREAS, in connection with the construction of the Project, the Village has requested that Engineering Enterprises, Inc. (“EEI”) provide construction engineering services (the

VILLAGE OF HAMPSHIRE

“Services”) to the Village in accordance with the terms of an agreement for professional services (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 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 EEI have a satisfactory relationship for engineering services; and

WHEREAS, 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 and no/100 U.S. dollars (\$40,000.00); 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

VILLAGE OF HAMPSHIRE

to any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village is authorized to allocate and spend all necessary funds to fulfill the requirements of the Agreement and this Resolution.

SECTION 3. The officers, agents, and/or employees of the Village shall take all action necessary or 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
(Engineering Services – Wastewater Treatment Facility UV System Replacement)

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

Monthly Report

TO: President Reid; Board of Trustees
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Village Board Meeting on December 5, 2024
RE: Building Report - November 2024

Building Performance Metrics	<u>November</u>	<u>Monthly Avg.</u>	<u>CY24 TTD</u>
• Total permits issued	42	59	648
○ New single-family homes	19	12.6	139
○ Townhome/duplex units	0	1.1	12
• Avg. plan review time	4.17 days	3.51 days	n/a
• Inspections	654	624	6,869
• Permit fees collected	\$45,932	\$43,794	\$481,732
• Other Village fees collected	\$38,123	\$27,021	\$297,232
Code Enforcement Performance Metrics	<u>November</u>	<u>Monthly Avg.</u>	<u>CY24 TTD</u>
• No. of complaints	0	0.7	8
• No. of new cases	0	0.7	8
• No. of active cases	2	n/a	n/a

New Single-Family Detached Home

Permits Issued

■ CY23
 ■ CY24

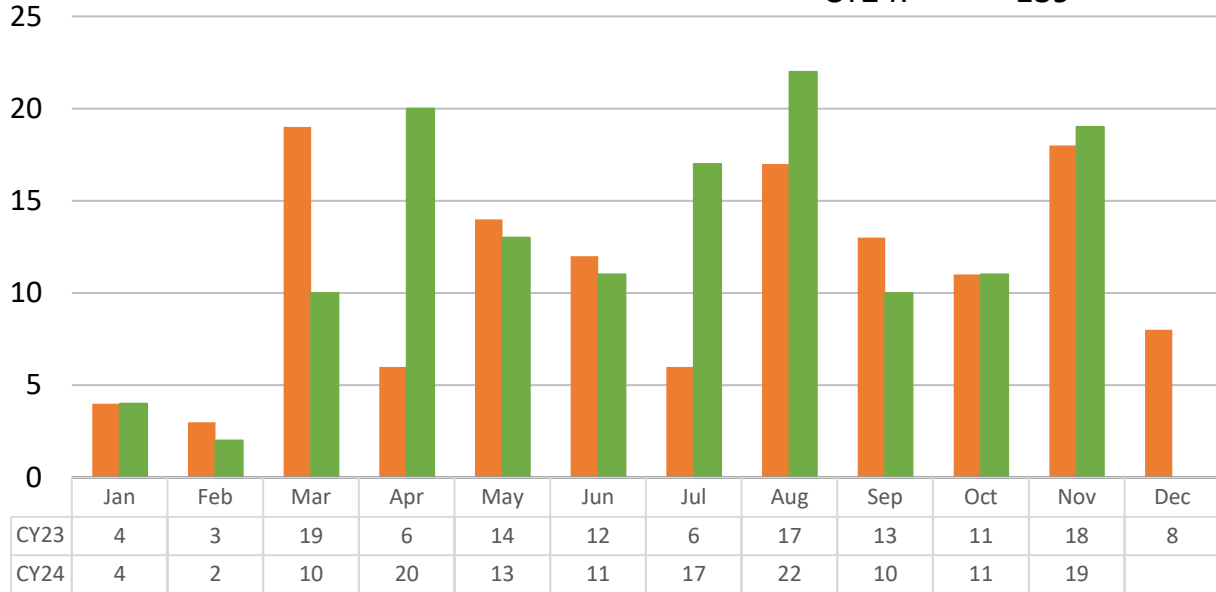
CY23:

CY TTD

131

CY24:

139



New Duplex/Townhome Units

Permits Issued

■ CY23
 ■ CY24

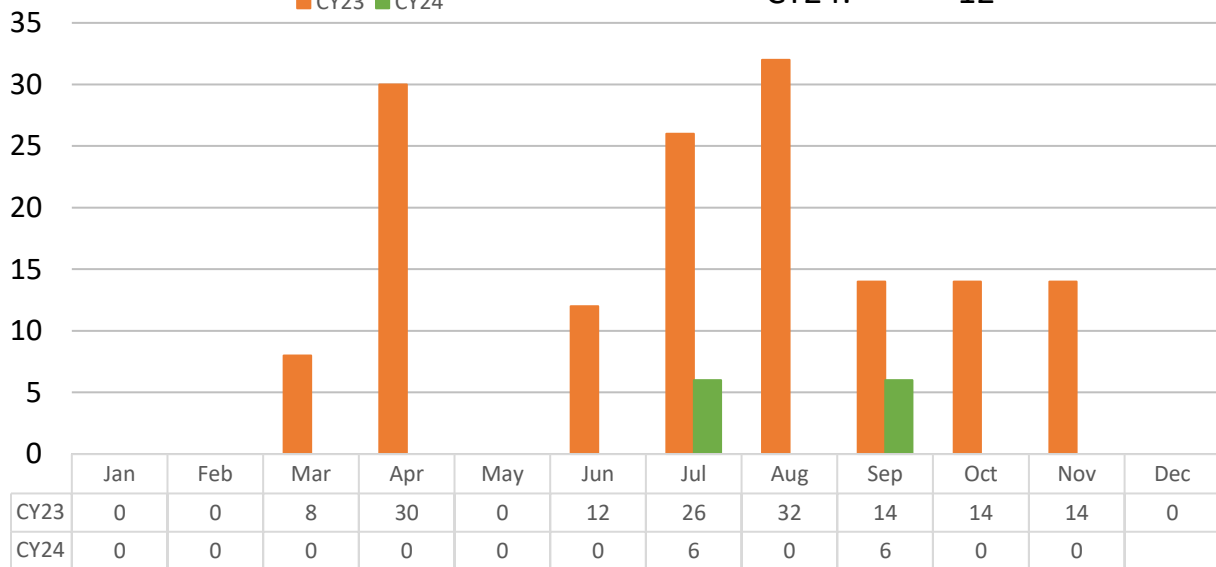
CY23:

CY TTD

150

CY24:

12





To: Village President and Board of Trustees

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

Date: November 26, 2024

Re: Monthly Engineering Report

EEI Job #: HA2400-V

All:

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

Village Projects

- Safe Routes to School
 - ✓ Waiting to receive Cultural Review Clearance from IDOT
- Park and Rinn Storm Sewer Improvements
 - ✓ Waiting on Final Grant Documentation
 - ✓ Then Move into Design
- UV System Replacement
 - ✓ Project Award at 12/5/24 VBM
 - ✓ Contracting and Start Construction
- N. State Street
 - ✓ Waiting for IDOT Response on Phase I Submittal
 - ✓ Targeted for June Letting

Development Projects

- Prairie Ridge K & L, M, and R
 - ✓ Home Construction Ongoing in K & L and M
 - ✓ Neighborhood R in One Year Maintenance Period
- Prairie Ridge – North of Kelley Road
 - ✓ Home Construction Ongoing
 - ✓ Construction for Prairie Ridge North Lift Station Starting Soon
 - ✓ Plans and Plats for Neighborhoods U, V & Y Reviewed and Waiting on Resubmittal
- Tamms Farm
 - ✓ Punchlist Inspections Ongoing



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

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

- Hampshire Grove
 - ✓ Ryan Drive and Old Dominion Water Main Public Improvements Accepted at 11/21 VBM
 - ✓ Outfall Construction this Fall

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

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

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

Pc: Jay Hedges, Village Manager