



Village of Hampshire  
Village Board Meeting  
Thursday, May 2, 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 April 18, 2024
6. Village Manager's Report
  - a. An Ordinance Approving an Intergovernmental Agreement with the Hampshire Park District for policing Park District properties.
  - b. A Resolution Adopting Changes to the Village of Hampshire Employee Handbook. Approved by the Village Board on January 4, 2001
  - c. A Presentation of the Lead Service Line Report Submitted to the IEPA on April 15, 2024 as required by State Mandate. No Action Requested.
  - d. A Public Service Agreement with Engineering Enterprises, Inc. in the amount of \$59,970, for Design Engineering for the Park and Rinn Flood Remediation Project to be Engineered in FY '25 and Constructed in FY '26.
7. Staff Reports
  - a. Engineering Report
8. Accounts Payable
  - a. A Motion to Approve the May 2, 2024, Accounts Payable to Personnel
  - b. A Motion to Approve the May 2, 2024, Regular Accounts Payable
9. Village Board Committee Reports
  - a. Business Development Commission
  - b. Public Works Committee
  - c. Budget Committee
10. New Business
11. Announcements
12. Executive Session
13. 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, April 4, 2024 - 7:00 PM  
Hampshire Village Hall  
234 South State Street, Hampshire, IL 60140

1. **Call to Order**

Village Clerk Karen Stuehler 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, April 18, 2024.

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

Present: Trustee Heather Fodor, Trustee Aaron Kelly, Trustee Toby Koth, Trustee Lionel Mott, Trustee Laura Pollastrini, Trustee Erik Robinson.

Absent: None.

A Quorum was Established.

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

Village Clerk Stuehler asked for someone to appoint Trustee Koth as President Pro Tem.

Trustee Pollastrini moved to approve Trustee Koth as President Pro Tem.

Seconded by: Trustee Robinson

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

3. **Pledge of Allegiance**

Trustee Koth led the Pledge of Allegiance.

4. **Public Comments**

Resident Jessica Lubarski spoke regarding her concerns about the increase in utilities and the increase of the improvement fee.

5. **A Motion to Approve the Meeting Minutes from April 4, 2024**

Trustee Pollastrini moved to approve meeting minutes for the April 4, 2024 Village Board Meeting.

Seconded by: Trustee Robinson.

All Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

6. Swearing-in of Annie Rohrdantz as Police Officer by Chief Pann.

7. Proclamations

a. Municipal Clerk's Week

b. Arbor Day

8. **Public Hearing**

a. Public Hearing for Fiscal Year 2025 Budget.

Trustee Kelly moved to open a Public Hearing at 7:12 p.m.

Seconded by: Trustee Fodor

All Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Lori Lyons gave a Presentation. Lori then answered several questions from the Board. Lori also thanked The Budget Committee, Jay Hedges, Chief Pann, Mark Montgomery, and Dave Starrett for all of their time and hard work on the budget.

Trustee Kelly moved to close the Public Hearing at 7:36 p.m.

Seconded by: Trustee Robinson.

All Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motioned Approved.

9. **Village Manager's Report**

a. An Ordinance Approving the Fiscal Year 2025 Budget.

Trustee Kelly moved to approve Ordinance 24-14, Approving the Fiscal Year 2025 Budget.

Seconded by: Trustee Mott.

Roll call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

b. An Ordinance Approving Utility Fees and Reference to Chicago-Naperville-Elgin MSA.

Trustee Robinson moved to approve Ordinance 24-15 Approving Utility Fees and Reference to Chicago-Naperville-Elgin MSA.

Seconded by: Trustee Kelly.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

c. A Resolution Approving Garbage Fees.

Trustee Mott moved to approve Resolution 24-14 Approving Garbage Fees.

Seconded by: Trustee Kelly.

Roll Call Vote.

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

d. An Ordinance Approving Capital Improvement Fees.

Trustee Kelly moved to Approve Ordinance 24-16 Capital Improvement Fees.

Seconded by: Trustee Robinson.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

e. A Resolution Approving a Professional Service Agreement with EEI for North State Street Resurfacing-Design Engineering in the Amount of \$44,976.

Trustee Robinson moved to Approve Resolution 24-10 Professional Service Agreement with EEI for North State Street Resurfacing-Design Engineering in the Amount of \$44,976.

Seconded by: Trustee Pollastrini.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

f. A Resolution Approving a Letter of Credit reduction for Prairie Ridge Neighborhoods T, A, & AA

Trustee Robinson moved to Approve Resolution 24-11 Letter of Credit reduction for Prairie Ridge Neighborhoods T, A, & AA.

Seconded by: Trustee Mott.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- g. A Resolution Approving a Letter of Credit Reduction for Prairie Ridge Neighborhood J.

Trustee Pollastrini moved to Approve Resolution 24-12 Letter of Credit for Prairie Ridge neighborhood J.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- h. A Resolution Authorizing Village staff to Submit Certificate of Authority for Rock Salt Purchases for FY25 and FY 26 in the Amount \$217,000.

Trustee Pollastrini moved to Approve Resolution 24-13 Authorizing Village staff to Submit Certificate of Authority for Rock Salt Purchases for FY25 and FY 26 in the Amount \$217,000.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

## **Staff Reports**

- a. Police Report

Chief Pann reported that there has been an increase in alarm responses.

The open house for Virtra Training was a success. He thought about 25 people attended.

Planning is going on for Cop on the Rooftop and National Night Out.

Chief Pann also reported that, according to FBI statistics, Hampshire is one of the top ten safest Cities in Illinois.

b. Streets Report

None

**Accounts Payable**

- a. A Motion to Approve the April 18, 2024, Accounts Payable to Personnel in the amount of \$820.67.

Trustee Pollastrini moved to approve the April 18, 2024, Accounts Payable to Personnel in the amount of \$820.67.

Seconded by: Trustee Robinson.

Roll Call Vote.

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

Nayes: None.

Absent: None.

Motion Approved.

- b. A Motion to Approve April 18, 2024, Regular Accounts Payable in the amount of \$332,408.96.

Trustee Robinson moved to approve the April 18, 2024, Regular Accounts Payable in the amount of \$332,408.96.

Seconded by: Trustee Fodor.

Roll Call Vote.

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

Nayes: None.

Absent: None

Motion Approved.

**Village Board Committee Reports**

- a. Business Development Commission

Trustee Kelly reported that there will be a meeting on May 8, 2024, at 6:30 p.m.

- b. Public Works Committee

None

- c. Budget Committee



None

**New Business**

None

**Announcements**

- a. Village Manager Jay Hedges would like to thank the Mayor and all of the Trustees for their hard work on the budget and for making the tough decisions.
- b. Trustee Mott would like to remind everyone of the Lions Club-sponsored Meat Raffle at the Copper Barrel on April 20. All proceeds will go to the Burlington/Hampshire Food Pantry.
- c. Trustee Pollastrini reminded everyone of the Hampshire Historical Society's monthly program. This month, speakers will discuss Dairy Farming and Colorful Country Stories at 7:00 p.m. on April 25, 2024, at the Hampshire Township Building.

**Executive Session**

None

**Adjournment**

Trustee Kelly moved to adjourn at 8:42 p.m.

Seconded by: Trustee Robinson.

Roll Call Vote.

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

Nayes: None.

Absent: None.



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 May 2, 2024**  
**RE: Updated IGA for Police Service Assistance for Hampshire Township Park District**

---

**Background:** The Village of Hampshire and the Hampshire Township Park District entered into an Intergovernmental Agreement for Police Service Assistance in 1984 and that agreement had not been updated since then. The agreement empowered the Hampshire Police Department to enforce Park District ordinances on Park District property and to render police aid to the Park District. In 2023, Village Staff initiated an updating process with the Park District to draft and execute an updated agreement. The Park District staff and counsel, working with Village counsel, prepared an updated agreement and, on January 8, 2024, the Hampshire Township Park District Board approved an updated agreement, which was signed by the President of their board and forwarded to Village Staff.

**Analysis:** Much of the language from the 1984 agreement remains the same in the updated agreement with minor changes to phrasing and semantics. The substantive changes are found in the following:

- Addition of Section Six - Confidentiality; Access to Records
- Improvements to Section Seven - Indemnification
- Addition of Section Nine - Amendment
- Addition of Section Ten - Governing Law and Severability
- Addition of Section Twelve - Execution of Agreement

These revisions have been drafted and approved by the staff and legal teams of both organizations and serve agreed upon mutual interests.

**Recommendation:** Staff recommends approval of the update intergovernmental agreement by and between the Village of Hampshire and the Hampshire Township Park District for Police Service Assistance.

**THE VILLAGE OF HAMPSHIRE**

---

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

---

**AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE HAMPSHIRE TOWNSHIP PARK DISTRICT AND THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS**  
*(Providing Police Services)*

---

**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 AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE HAMPSHIRE TOWNSHIP PARK DISTRICT AND  
THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS  
(*Providing Police Services*)**

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

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

**WHEREAS**, pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) (the “Act”), and the Constitution of the State of Illinois of 1970 (the “Illinois Constitution”) units of government, including municipalities and park districts, may contract to perform any governmental service, activity or undertaking or to combine, transfer or exercise any powers, functions, privileges or authority not prohibited by law; and

**WHEREAS**, the Act and the Illinois Constitution give the Village the authority to enter into agreements with park districts, such as the Hampshire Township Park District (the “Park District”); and

**WHEREAS**, a portion of the Park District is located outside of the jurisdictional limits of the Village and, as such, the Park District has requested that the Village provide police services to the Park District in accordance with the terms of the intergovernmental agreement (the “Intergovernmental Agreement”), attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, to promote public safety, 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 Intergovernmental Agreement;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

**EXHIBIT A**  
**(INTERGOVERNMENTAL AGREEMENT)**



STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF KANE         )

**CLERK’S CERTIFICATE**

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

**AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE HAMPSHIRE TOWNSHIP PARK DISTRICT AND THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS  
(Providing Police Services)**

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)

**RESOLUTION NO. 2024-01**

**HAMPSHIRE TOWNSHIP PARK DISTRICT  
KANE COUNTY, ILLINOIS**

**A RESOLUTION  
APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE  
OF HAMPSHIRE AND THE HAMPSHIRE TOWNSHIP PARK DISTRICT FOR POLICE  
SERVICE ASSISTANCE**

**WHEREAS**, the Hampshire Township Park District (hereinafter referred to as "District") is a park district organized under the laws of the State of Illinois;

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

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, 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;

**WHEREAS**, the District and Village of Hampshire (hereinafter the "Village") are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution; and

**WHEREAS**, as a result of a portion of the District's boundaries existing outside of the jurisdictional boundaries of the Village, the District has requested that the Village extend and provide police service assistance to the entirety of the District for the purpose of enforcing applicable laws, ordinances, resolutions, rules and regulations, and the Village desires to fulfill said request, all in accordance with the terms of the Intergovernmental Agreement by and Between the Village of Hampshire and the Hampshire Township Park District For Police Service Assistance (the "Agreement"), attached hereto and incorporated herein as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Hampshire Township Park District, Kane County, Illinois as follows:

**Section One – Recitals**

The Board of Commissioners hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

**Section Two – Approval**

The Board of Commissioners hereby approves the Agreement with the Village substantially in the form attached hereto and incorporated herein as Exhibit A;

**Section Three – Authorization and Direction**

The President is hereby authorized to execute, and the District Secretary is hereby authorized to attest the Agreement, substantially in the form attached hereto as Exhibit A, with

such changes therein as shall be approved by the District attorney and the officials of the District executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

**Section Four – Effective Date**


This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

**Section Five – Saving Clause**

If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution, which are hereby declared to be separable.

***[Remainder of Page intentionally left blank; roll call vote to follow]***

APPROVED THIS 8th day of January, 2024.

  
\_\_\_\_\_  
Nathan Looman, President


PASSED THIS 8th day of January, 2024.

Ayes: Looman, Herrmann, Reid, Tiffany, Chiu

Nays: —

Absent: —

ATTEST:

  
\_\_\_\_\_  
Jennifer Reid, Secretary

**EXHIBIT A**

[Agreement]

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
THE VILLAGE OF HAMPSHIRE AND  
THE HAMPSHIRE TOWNSHIP PARK DISTRICT  
FOR POLICE SERVICE ASSISTANCE**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter referred to as the "Agreement"), is made on the date last signed below (the "Effective Date") by and between the Village of Hampshire, whose principal place of business is located at 234 S. State Street, Hampshire, IL 60140 (hereinafter referred to as the "Village") and the Hampshire Township Park District, whose principal place of business is located at 182 South State Street, Hampshire, Illinois 60140 (hereinafter referred to as (hereinafter referred to as "the "Park District").

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance;

**WHEREAS**, the "Intergovernmental Cooperation Act" (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings;

**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;

**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;

**WHEREAS**, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act;

**WHEREAS**, as a result of a portion of the District existing outside of the jurisdictional boundaries of the Village, the Park District has requested that the Village extend and provide police service assistance to the entirety of the Park District for the purpose of enforcing applicable laws, ordinances, resolutions, rules and regulations, and the Village desires to fulfill said request, all in accordance with the terms of this Agreement;

**WHEREAS**, the parties hereto desire to memorialize their respective understandings defining their respective roles and responsibilities relative to the assistance and allocation of Village Hampshire Police Department resources to the District as defined herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein the Village and the Park District agree as follows:

**Section One – Purpose of Agreement**

It is recognized that in certain situations the use of police personnel and equipment to perform police duties outside of the territorial limits of the municipality where such officers are legally employed, and specifically within the territorial limits of the Park District, is desirable and necessary in order to preserve and protect the health, safety and welfare of the citizens of the Village.

**Section Two– Power and Authority**

The Village does hereby authorize and direct its Chief of Police and its police officers to render police aid to the Park District. Such aid shall consist of regular surveillance and enforcement of both Village and Park District laws, ordinances, resolutions, or rules and regulations, wherever applicable. The judgment of the Chief of Police or his designee as to the amount of personnel and equipment available shall be final. The Village and the Park District have adopted certain rules and regulations to be enforced under this agreement; any and all amendments to or deletions from these rules and regulations shall be delivered in writing to the other Party at the address set forth herein immediately upon taking effect.

### **Section Three – Compensation**

The police services for the enforcement of Federal, State, and local laws, ordinances, resolutions, rules and regulations described herein shall be rendered without charge to the Park District.

### **Section Four – Fines and Penalties**

It is understood that Village police officers will be required to appear in the Circuit Court of Kane County as complainants and witnesses to violations. Any and all fines and penalties imposed in proceedings brought in the Circuit Court of Kane County for violation of Park District rules and regulations shall accrue and be remitted to the Village, and no part of any fine or penalty so imposed shall accrue to the Park District. Notwithstanding the above, any order for repair or restitution of Park District property entered in any proceedings for violation of Park District rules and regulations shall accrue to the benefit of the Park District.

### **Section Five – Liability**

All employee benefits, wages and disability payments, pension and workmen's compensation claims, damage to or destruction of equipment and clothing and medical expense of the Chief or any police or officer rendering aid to the Park District shall be paid by the Village.

### **Section Six - Confidentiality; Access to Records**

In the event that it becomes necessary for the Park District to provide the Village's police department with certain records, including but not limited to records involving minors, the Village shall comply with all applicable laws, regulations and Park District policies relating to the confidentiality of such records, and in no event will the maintenance of such records be any less strict than those imposed on the Village and the Village's Police Department for the same.

In the event that it becomes necessary for the Village to provide the Park District with certain records, including but not limited to records involving minors, the Park District shall comply with all applicable laws, regulations and Village policies relating to the confidentiality of such records, and in no event will the maintenance of such records be any less strict than those imposed on the Park District or the Village's Police Department for the same.

### **Section Seven - Indemnification**

a) The Village shall defend, indemnify and hold the Park District and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, and costs of suit or defense, arising out of, resulting from or alleged to arise out of or resulting from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the Village and their officers, employees, and agents in connection with their performance under this Agreement. The Village's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the negligence, misconduct or breach by the Park District, its officials, officers, employees, agents or representatives.

b) The Park District shall defend, indemnify and hold the Village and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, and costs of suit or defense, arising out of, resulting from or alleged to

arise out of or resulting from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the Park District and its officers, employees, and agents in connection with its performance under this Agreement. The Park District's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the negligence, misconduct or breach by the Village, its officials, officers, employees, agents or representatives.

**Section Eight- Notice**

Notice of termination or request for amendment of any term of this Agreement or for any other reason must be in writing and delivered by one party to the other at its Administrative Office either personally or through the U.S. mail, postage prepaid. Any notice sent to the Village shall be direct to the attention of the Village Manager, with a copy to the Chief of Police. Any notice sent to the District shall be directed to the attention of the Park District Executive Director.

**Section Nine - Amendment**

This Agreement may be amended only in writing with approval of both the Village Board and the Park District Board.

**Section Ten - Governing Law and Severability**

This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidation shall not render invalid other provisions that can be given effect without the invalid provision.

**Section Eleven - Effective Date, Term and Termination**

(a) This Agreement shall be in full effect and legally binding at such time as an ordinance authorizing its execution has been passed and approved by both the Village and the Park District. This agreement may be executed in duplicate counterparts containing the authorized signatures of both the Village and the Park District. A certified copy of such an ordinance entering into this Agreement shall be filed by each party at the office of the other within thirty (30) days of passage and approval.

(b) Any party may withdraw from this Agreement at any time, at its option, by ordinance duly enacted by its Board of Trustees, such withdrawal to be effective upon a certified copy being filed by the withdrawing party at the office of the other party thereof.

**Section Twelve - Execution of Agreement**

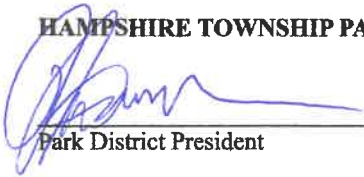
This Agreement shall be executed in a sufficient number of counterparts so that the Village and the District shall each have a copy of this Agreement containing original signatures. Each of the counterparts shall be executed by the Village and the District and all counterparts shall be regarded for all purposes as one original and shall constitute and be but one and the same.

*[Remainder of page intentionally left blank; signature page to follow]*



IN WITNESS WHEREOF, on the Effective Date provided herein, the undersigned duly authorized representatives of the Village and the District have caused this Agreement to be executed.

**HAMPSHIRE TOWNSHIP PARK DISTRICT**

  
\_\_\_\_\_  
Park District President

Attest:   
\_\_\_\_\_

**VILLAGE OF HAMPSHIRE**

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk



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

## Agenda Supplement

---

**TO:** President Reid; Board of Trustees  
**FROM:** Jay Hedges, Village Manager  
**FOR:** Village Board Meeting on May 2, 2024  
**RE:** Employee Handbook Update

---

**Background:** The Village Employee Handbook was rewritten and adopted by the Village Board on January 4, 2001, and should be updated to reflect current Federal and State laws. An Employee Handbook should be a convenient reference for broad HR policy, and a commitment to compliance with Federal and State HR Law but should not attempt to include all policies and procedures. It may refer to policies that change periodically due to mandates, etc., but should not have to be rewritten every time a law is changed.

**Analysis:** In late 2022, a draft was sent to the Village Board for review and comment. Trustee Pollastrini offered her assistance with content, formatting, etc., and spent hours on this document, which is much appreciated. A final draft was distributed to the Village Board on February 18, 2024, for review and final comment. There have been no further comments or questions. Attorney Vasselli has reviewed the Handbook for recent changes in Federal or State Law and for overall content.

**Action Needed:** Staff Recommends approval of the Village of Hampshire Employee Handbook so it can be distributed to Village Employees.

**No. 24 – XX**

**A RESOLUTION  
ADOPTING A NEW EMPLOYEE HANDBOOK  
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, an employee handbook is a booklet that documents the legal obligation of an employer, the rights of an employee, contains important information on policies and procedures and details what employees need to know about their workplace; and

WHEREAS, the current 2001 Personnel Policies is now outdated and may no longer be consistent with State and Federal laws and policies; and

WHEREAS, the Village desires to replace the current 2001 Personnel Policies to conform to state and federal requirements, and to clarify numerous other policies and procedures; and

WHEREAS, the Personnel Policies has been re-written, reviewed by the Village Attorney, and renamed the Village of Hampshire Employee Handbook; and

WHEREAS, the corporate authorities of the Village of Hampshire find that it is in the best interests of the Village to adopt the Village of Hampshire Employee Handbook attached hereto as Exhibit "A."

**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 Village hereby adopts the Village of Hampshire Employee Handbook dated May 2, 2024, a copy of which is attached hereto as Exhibit A, is hereby adopted. This Employee Handbook shall replace any and all Village of Hampshire employee handbooks or personnel policies in effect prior to the effective date of this Resolution, including, but not limited to, the 2001 Village of Hampshire Personnel Policies.

Section 2. This Resolution shall be in full force and effect after its passage and approval as provided by law.

ADOPTED THIS 2<sup>nd</sup> day of MAY, 2024.

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

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

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

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

APPROVED THIS 2<sup>nd</sup> day of MAY, 2024.

---

Michael J. Reid  
Village President

ATTEST:

---

Karen Stuehler  
Village Clerk

**VILLAGE OF HAMPSHIRE**

**PERSONNEL POLICIES**

**Passed and approved by the President and Board  
of Trustees this 4th day of January, 2001**



**Embrace Opportunity Honor Tradition**

# Village of Hampshire Employee Handbook

Approved by the Village Board  
May 2, 2024

234 S. State Street  
Hampshire, Illinois 60140  
[www.hampshireil.org](http://www.hampshireil.org) • (847) 683-2181

## TABLE OF CONTENTS

<b>I.</b>	<b>ABOUT THIS PERSONNEL HANDBOOK.....</b>	<b>5</b>
A.	DEFERENCE TO LAW .....	5
B.	HANDBOOK REVISIONS .....	5
C.	ADMINISTRATION OF POLICIES AND PRACTICES.....	5
<b>II.</b>	<b>GENERAL EMPLOYMENT POLICIES .....</b>	<b>5</b>
A.	EQUAL EMPLOYMENT OPPORTUNITY .....	5
B.	EMPLOYMENT APPLICATIONS AND DOCUMENTS.....	5
C.	EMPLOYMENT CATAGORIES.....	6
D.	NEW EMPLOYEE ORIENTATION .....	6
E.	JOB DESCRIPTIONS .....	6
F.	ACCOMMODATIONS.....	6
G.	PERFORMANCE EVALUATIONS .....	7
H.	TRANSFERS .....	7
I.	PROMOTIONS .....	7
J.	REDUCTIONS IN WORKFORCE .....	7
K.	TERMINATION .....	7
L.	LICENSES AND CERTIFICATIONS.....	8
M.	INSPECTION OF EMPLOYEE WORKSPACE / ITEMS OF PROPERTY .....	8
N.	NEPOTISM.....	8
O.	MEDICAL EXAMINATIONS .....	9
P.	PERSONNEL FILES .....	9
Q.	PERSONAL DATA CHANGES .....	10
R.	SECONDARY EMPLOYMENT .....	10
S.	GRIEVANCE PROCEDURE.....	10
<b>III.</b>	<b>ABOUT YOUR WORKDAY AND WORKWEEK .....</b>	<b>10</b>
A.	REGULAR WORK WEEK.....	10
B.	WORK HOURS / SCHEDULES .....	10
C.	PAY TO EMPLOYEES .....	11
D.	OVERTIME / COMPENSATORY TIME .....	12
E.	LUNCH / BREAK PERIODS.....	13
F.	INCLEMENT WEATHER / EMERGENCY CLOSINGS .....	13
G.	EXPENSE REIMBURSEMENT .....	13
H.	DAMAGED PERSONAL PROPERTY AND UNIFORMS .....	14
<b>IV.</b>	<b>ETHICS, SAFETY, &amp; CONDUCT .....</b>	<b>14</b>
A.	ORGANIZATIONAL PRINCIPLES AND VALUES.....	14
B.	ETHICAL STANDARDS.....	15
C.	SAFE WORKPLACE .....	17
D.	DRUG-FREE/SMOKE-FREE WORKPLACE .....	18
E.	TARDINESS AND ABSENTEEISM .....	19

F.	WORKPLACE ATTIRE .....	19
G.	USE OF VILLAGE PROPERTY .....	19
H.	USE OF VILLAGE VEHICLES .....	20
I.	USE OF VILLAGE CREDIT CARDS AND FUEL CARDS .....	20
J.	USE OF PHONES AND ELECTRONIC COMMUNICATIONS .....	21
K.	INTERNET USAGE .....	23
L.	TRANSMITTING CONFIDENTIAL INFORMATION .....	24
M.	COMMUNICATING WITH THE MEDIA .....	24
N.	CONCEALED CARRY OF FIREARMS .....	24
O.	DISCIPLINE .....	24

**V. POLICY PROHIBITING HARASSMENT ..... 25**

A.	PROHIBITION OF SEXUAL HARASSMENT .....	25
B.	DEFINITION OF SEXUAL HARASSMENT .....	25
C.	CONDUCT WHICH MAY CONSITUTIUTE SEXUAL HARASSMENT .....	26
D.	PROCEDURE FOR REPORTING AN ALLEGATION OF SEXUAL HARASSMENT .....	26
E.	PROHIBITION OF RETALIATION FOR SEXUAL HARASSMENT ALLEGATIONS .....	27
F.	CONSEQUENCES OF VIOLATING THE PROHIBITION ON SEXUAL HARASSMENT .....	27
G.	CONSEQUENCES FOR KNOWINGLY MAKING A FALSE REPORT .....	27

**VI. BENEFITS..... 28**

A.	MEDICAL, DENTAL, AND VISION INSURANCE .....	28
B.	LIFE INSURANCE .....	29
C.	PENSION PLANS.....	29
D.	WORKERS' COMPENSATION .....	29
E.	LIGHT DUTY .....	29
F.	VACATION .....	30
G.	HOLIDAYS .....	31
H.	SICK TIME .....	31
I.	FAMILY & MEDICAL LEAVE ACT .....	32
J.	DISABILITY LEAVE .....	34
K.	PREGNANCY-RELATED LEAVE .....	35
L.	BEREAVEMENT LEAVE .....	35
M.	MILITARY LEAVE .....	35
N.	PARENTAL LEAVE FOR SCHOOL VISITS.....	36
O.	ADMINISTRATIVE LEAVE.....	36
P.	JURY DUTY LEAVE .....	37
Q.	COURT APPEARANCE LEAVE .....	37
R.	VITCTIMS ECONOMIC SECURITY AND SAFETY LEAVE .....	37
S.	TIME OFF FOR ELECTIONS .....	39
T.	TIME OFF FOR BLOOD DONATIONS.....	39
U.	LEAVE FOR ORGAN AND BONE MARROW DONATIONS .....	39



V. EDUCATIONAL ASSISTANCE.....39  
W. EMPLOYEE ASSISTANCE PROGRAM.....40

**VII. REMOTE WORK POLICY.....40**

**VIII. EMPLOYEE HANDBOOK ACKNOWLEDGEMENT .....402**

---

## **ABOUT THIS PERSONNEL HANDBOOK**

---

This employee handbook (Handbook) provides employees with important employment guidelines and benefits of employment applicable to their employment with the Village of Hampshire (the Village). This Handbook is a summary of personnel practices and State and Federal Employment laws that affect Local Government Employees. For further specifics related to these employment laws, employees should refer to the applicable State or Federal law. Please understand that the contents of this Handbook do not constitute a promise of employment or a contract between the Village and any of its employees. All employees of the Village are employed at-will, which means that the Village may end its relationship at will at any time and, unless other contractual circumstances exist. Any employee who has questions about the information contained in this Handbook is encouraged to speak with their supervisor and/or the Village Manager for clarification.

### **A. DEFERENCE TO LAW**

In the event that a specific policy or procedure referenced in this Handbook conflicts with any state or federal law or regulation or with any provision in a collective bargaining agreement, the state/federal law or regulation or the collective bargaining agreement will govern for applicable employees.

### **B. HANDBOOK REVISIONS**

This Handbook supersedes all prior policies, practices, and administrative orders, whether written or oral which conflict with the express terms of this Handbook.

### **C. ADMINISTRATION OF POLICIES AND PRACTICES**

The Village Manager is responsible for the administration of these personnel policies and practices, and is vested with full authority by ordinance to establish these and other terms and conditions of employment.

---

## **GENERAL EMPLOYMENT POLICIES**

---

### **A. EQUAL EMPLOYMENT OPPORTUNITY**

The Village is an Equal Employment Opportunity (EEO) employer and complies with all applicable federal, state, local laws and ordinances prohibiting discrimination, harassment, and retaliation. Employment decisions are made without regard to the legally protected status of the applicant or employee involved whether based on race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, genetic information (including family medical history), political affiliation, military service, or other non-merit based factors. These protections extend to all management practices and decisions, including recruitment and hiring, appraisal systems, promotions, training, and career development programs. Consistent with these obligations, EEOC also provides reasonable accommodations to employees and applicants with disabilities and for sincerely held religious beliefs, observances and practices.

If any employee feels that they have been the victim of discrimination based on a legally protected category, they are encouraged to report the matter to their supervisor or the Village Manager. All complaints that are reported to management will be promptly investigated and remedied if and to the extent appropriate. No retaliation will be taken or tolerated against any employee who reports a concern under this policy and/or participates in an investigation of a possible policy violation.

### **B. EMPLOYMENT APPLICATIONS AND DOCUMENTS**

Unless specified otherwise, applicants for all positions must complete a Village of Hampshire employment application. Misrepresentations, falsifications, or material omissions may result in the

Village's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

### **C. EMPLOYMENT CATAGORIES**

Village employees are either NONEXEMPT or EXEMPT from federal and state wage and hour laws. Nonexempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from the overtime provisions of federal and state wage and hour laws.

Full-Time: Employees who are not in a temporary or seasonal status AND who are regularly scheduled to work a minimum of 40 hours per week. Regular full-time employees are eligible for Village benefit programs, subject to the terms, conditions, and limitations of each benefit program.

Part-Time: Employees who are not in a temporary or seasonal status AND who are regularly scheduled to work less than 40 hours per week. Part-time employees may be eligible for some Village benefit programs, subject to the terms, conditions, and limitations of each benefit program.

Seasonal/Temporary: Employees hired as interim replacements to temporarily supplement the work force during the summer season and during other peak seasons. Employment assignments in this category are limited in duration and seasonal employees are not guaranteed reemployment from season to season. While seasonal employees receive all legally mandated benefits such as Social Security and workers' compensation insurance, they are ineligible for all other Village benefit programs. Seasonal/Temporary employees shall not be permitted to work more than 999 hours per employment year with the start of the employment year based on the employee's original date of hire, nor per rolling 12-month period.

### **D. NEW EMPLOYEE ORIENTATION**

New employee orientation is conducted by the department head or supervisor. An overview of benefits is provided during the onboarding process, which may be completed virtually or by a designated Village Employee.

### **E. JOB DESCRIPTIONS**

Job descriptions for full and part-time positions summarize essential job functions, requirements, and qualifications for the position. Job descriptions are subject to review and revision from time to time. Consult your supervisor for questions about your job description.

### **F. ACCOMMODATIONS**

#### **Americans with Disabilities Act (ADA)**

The Village is committed to complying with the ADA and other applicable regulations, and to ensuring equal opportunity in employment for qualified persons with disabilities. Reasonable accommodations will be considered upon written request if a disability affects performance of essential job functions and if the accommodation does not create an undue hardship to the Village. If you have a question or concern about a disability discrimination in the workplace, you are encouraged to bring the issue to the attention of your department head or the Village Manager.

#### **Religious Accommodations**

The Village provides reasonable accommodations for religious beliefs and observances, that may include approved time off work to observe a religious holiday that is not a designated holiday by the Village. Employees may use their paid time off options for this purpose or such time off may be excused on an unpaid basis as determined by the department head or Village Manager. Requests for

religious accommodations, to a Village policy or procedure i.e., grooming or attire, should be submitted in writing to your department head. Requests for religious accommodations are addressed on a case-by-case basis to avoid undue hardship to Village operations.

### **G. PERFORMANCE EVALUATIONS**

Supervisors are expected to communicate regularly with employees about their performance, including strengths and weaknesses, and areas which the employee may need improvement or training. Employees shall have a written performance evaluation annually; however, the Village shall not be liable for the failure to complete performance evaluations or reviews.

Job performance will be a factor in wage considerations, along with internal equity relative to similar positions within the Village, and external equity relative to similar positions with other public employers.

### **H. TRANSFERS**

Transfers of employees between departments, on a temporary or permanent basis, may be made upon the recommendation and agreement of the affected department heads, with the approval of the Village Manager.

### **I. PROMOTIONS**

You are encouraged to discuss promotional opportunities with your supervisor or department head. When practical, in-service training will include increasingly responsible work assignments to assist in preparing you for advancement. With the exception of sworn police personnel, who participate in competitive testing, promotions are made by the department head, with the approval of the Village Manager.

### **J. REDUCTIONS IN WORKFORCE**

It may become necessary to reduce the Village workforce due to budgetary restrictions, changes in service requirements/methods, or for other reason deemed necessary by management. The Village may consider, among other factors, seniority, job skills, past performance, work experience and Village needs in implementing a reduction in force. However, the Village expressly reserves the right to determine the nature and scope of any reduction in force. Employees who are subject to a reduction in force may reapply for positions which subsequently become available and for which the employee is qualified.

### **K. TERMINATION**

Employment with the Village may be terminated at will without cause, for cause, or due to resignation or retirement.

#### **Pay and Benefits Upon Termination**

Upon termination, you will receive your final pay on the regularly scheduled payday following the termination date by direct deposit, unless you make other arrangements with the Finance Department. Accrued vacation time as required by applicable state and federal law, will be included in your final payroll. You will be notified in writing of benefits that may be continued at your expense, including terms, conditions, and limitations.

Contact the Finance Department for information and forms on withdrawing from the Illinois Municipal Retirement Fund or from the Hampshire Police Pension Fund.

## **Resignation**

Resignations shall be submitted in writing to your department head indicating your last day of work. The Village requests two weeks' notice prior to your last day of work for nonexempt employees and four weeks for exempt employees.

## **Exit Interviews**

Employees who resign may be asked to participate in an exit interview. Exit interviews are conducted by a department head or manager outside of your department, designated by the Village Manager. During an exit interview, you will be asked questions about your experience as a Village employee, aimed at improving the workplace experience for current and future employees.

## **Return of Uniforms and Equipment**

When your employment ends with the Village for any reason, you are required to return all Village-owned uniforms, equipment, keys, etc. in your possession to your department head prior to your departure. You are also required to provide a list of all usernames, passwords, combinations, or other similar access information that you may have regarding any Village facilities, services, or accounts.

### **L. LICENSES AND CERTIFICATIONS**

If you work in a position requiring a license and/or certification, you must be able to present valid proof of such license and/or certification upon request, and you must retain the valid license or certificates while you are employed in that position. The Village from time to time may add additional licensing or certification requirements, and you are expected to comply with these new certification or license requirements. You will be given a reasonable amount of time to obtain any additional certifications or licenses.

Various other certifications may be requested as proof of completed educational courses or degrees. The Village reserves the right to obtain necessary information regarding academic transcripts, training certifications, prior employment history, motor vehicle records, or any other relevant background information allowed by law.

### **M. INSPECTION OF EMPLOYEE WORKSPACE / ITEMS OF PROPERTY**

Employees should not expect privacy in their work activities, workstations, email or voice mail communications, files, work areas, or vehicles parked on Village property. Employees should not expect privacy with respect to any items brought on Village property and/or any communications or documents used with Village property or equipment. This policy is necessary to ensure the security and safety of our employees and the public and to satisfy Freedom of Information Act (FOIA) inquiries.

### **N. NEPOTISM**

The Village is committed to a policy of employment and advancement based on job-related qualifications, merit, and other appropriate factors. Family members of employees will not receive any preference in hiring or promotion and may be held to a higher standard to assure and demonstrate full transparency. Employment decisions made pursuant to this policy will be considered on a case-by-case basis.

For the purpose of this policy, "family member" shall mean immediate family, or extended family members living in the same household, including spouse, domestic partner, or co-habituating couples regardless of gender, gender identity, or sexual orientation.

## **O. MEDICAL EXAMINATIONS**

After the Village has extended a conditional offer of employment, a candidate may be subject to a pre-employment physical that, depending on the position, may include a drug screening by a medical professional selected by the Village. Certain positions, such as police officer, shall also be subject to the successful completion of a psychological and polygraph evaluation. The purpose of such examinations is to verify that the applicant can safely perform the requirements of the position for which they have been conditionally offered employment.

During employment and when justified, a department head with the approval of the Village Manager may require an employee to submit to a physical or psychological examination or a fitness for duty evaluation by a designated medical professional. This examination shall be at the Village's expense. The Village may also require the employee to comply with the recommendations of the physician or psychologist as a condition of continued employment with the Village.

You will be required to submit a physician's certification of illness if you have been absent due to illness or medical leave for three (3) or more consecutive days, have repeated illnesses of shorter periods, or in other circumstances as deemed appropriate by the department head. Such medical information shall be confidential.

## **P. PERSONNEL FILES**

The Village complies with the Illinois Personnel Record Review Act (as well as all other applicable laws). If an employee seeks to review information in their file, they should submit a written request to their department head. The Village will respond to such requests within seven (7) business days of the request.

You are permitted to inspect and receive a copy, of any material, except as exempted by Section 10 of the Personnel Record Review Act (820 ILCS 40/10) two times within a 12-month period or as otherwise permitted by the then-current version of such Act. You may request that information contained in your personnel file be corrected. The Village retains discretion to grant such requests. Should such a request be denied, or if you otherwise disagree with certain items contained in your personnel file such as disciplinary actions, you may submit a concise statement of disagreement for inclusion in your personnel file. No documents or other information shall be removed from your personnel file without authorization from the department head and Village Manager.

Except as otherwise required under applicable law such as the Freedom of Information Act, the following personnel records shall be considered confidential and will not be open to public inspection unless you provide written permission for disclosure of such information. Such permission may be in the form of a waiver as part of a written and signed employment application with another employer.

- Working papers, records, and examination or evaluation of employees or applicants for employment by the Village.
- Medical information of any kind, including employment physicals.
- Performance evaluations and personal references submitted in confidence.
- Complaints, charges, or accusations of misconduct or poor job performance, replies to those complaints, charges, or accusations, and any other information or materials that may result in disciplinary action.
- Letters of reprimand or other disciplinary action.

In the event that a court subpoenas your personnel records, the subpoena shall be immediately reviewed by the Village Attorney, and records will be released as directed by the Village Attorney.

**Q. PERSONAL DATA CHANGES**

It is the responsibility of each employee to promptly notify the Finance Director of any changes in personal data within fourteen (14) days from the date of the change. This includes your mailing address, telephone numbers, marital status, changes to dependent information, and emergency contact.

**R. SECONDARY EMPLOYMENT**

Village personnel are permitted to engage in secondary employment, provided such employment does not interfere with the performance of your duties with the Village. The Village reserves the right to require disclosure of any secondary employment and the right to restrict secondary employment if the Village determines that such secondary employment negatively affects an employee’s availability and/or performance. Secondary employment shall not be permitted where it results in an employee being unable to perform work for the Village during normal business hours or during periods of anticipated employee overtime; e.g., secondary employment shall not be permitted if it prevents a public works employee from being available for Village plowing operations.

Village employees are expected to be available for their regular work hours and for seasonal or emergency overtime on a regular basis.

Village provided uniforms, vehicles, equipment, and supplies shall not be used in connection with outside employment positions. Employees shall not engage in outside employment while on-duty or while using Village-paid sick-time.

**S. GRIEVANCE PROCEDURE**

Village employees may register formal grievances alleging discriminatory treatment in the administration of the policies in this Handbook, established department rules and regulations or job assignments, and unsafe or unhealthy conditions or practices. Subjects for grievances are limited to those matters that are legally and practically within the power of the Village organization to address. Grievances are processed as follows:

- Grievances shall be submitted in writing to the department head. All grievances must be submitted no later than seven (7) business days after the date of the occurrence or within seven (7) business days of the employee learning of the matter. The department head will respond in writing within seven (7) business days of receipt of the grievance by accepting or denying the grievance or by referring the matter to the Village Manager.
- An employee may appeal the decision of the department head to the Village Manager in writing within seven (7) business days of receipt of the response. The Village Manager will respond to appeals and grievances referred to them in writing within fourteen (14) business days of receipt by detailing the manner in which the grievance will be adjusted or by denying the grievance. The Village Manager shall be the final authority on employment grievances, unless otherwise provided for in an employment contract.

**ABOUT YOUR WORKDAY AND WORKWEEK**

**A. REGULAR WORK WEEK**

In the computation of various employee benefits, the employee workweek shall begin on Sunday starting at 12:01 a.m. through Saturday ending at 12:00 a.m.

**B. WORK HOURS / SCHEDULES**

Department heads, or their designee shall establish and advise you of your work schedule. Staffing needs and operational demands may necessitate variations in your starting and ending times as well

as variations in the total hours that you may be scheduled to work each day and week. While scheduling of work hours may vary, full-time employees are generally scheduled for a minimum number of hours described below.

### **Full-time Employees**

Full-time, non-exempt employees are expected to work a minimum of forty (40) hours per week. Full-time, exempt employees are expected to work forty (40) hours per week.

### **Part-time Employees**

Part-time employees are employees scheduled to work less than 40 hours per week. Any permanent part-time employee who works more than thirty (30) hours per week may be eligible for the Village's benefit programs, and any part-time employee who is scheduled and expected to work more than 999 hours per year is eligible for participation in the Illinois Municipal Retirement Fund.

### **Flexible Scheduling**

Flextime may be possible if a mutually agreeable schedule is arranged with your supervisor. Staffing requirements, your performance, and the nature of your job will be considered. Consult with your department head to learn whether a flexible work schedule is possible.

## **C. PAY TO EMPLOYEES**

### **Timekeeping**

Employees are required to accurately record their hours of work according to the procedures in place for their department. Procedures may change from time to time due to technology and process improvements. Accuracy in timekeeping is crucial for accurate payroll as well as to comply with state and federal regulations.

### **Pay Period / Direct Deposit**

Each pay period consists of two weeks starting on a Sunday and ending on a Saturday. All employees are paid by direct deposit every two weeks by the Friday following the end of the pay period. Employees are responsible for notifying the Finance Department of any changes in banking information related to their direct deposit.

### **Paycheck Calculation Errors**

Employees should direct questions regarding their paycheck to the Finance Department. Any errors will be corrected on the next scheduled payday.

### **Payroll Deductions and Garnishments**

The Village is required to make certain deductions and garnishments. Among these are the applicable federal, state, and local income taxes as well as Social Security and Medicare taxes. The Village also offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the cost of participation in these programs. Other payroll deductions will be allowed only after approval by the Finance Director.

Employee wages may also be subject to court ordered waged garnishment, requiring the Village to withhold money from your pay and submit those funds to a third party. If you owe a debt directly to the Village, you and the Village may also enter into a non-court ordered agreement to repay the Village through payroll deductions.



## **D. OVERTIME / COMPENSATORY TIME**

Non-exempt employees may be scheduled to work overtime hours when operating requirements or other needs cannot be met during regular hours. When possible, advance notification will be provided. All overtime must be approved in advance by your supervisor. Overtime will be assigned at the discretion of the department head with the operational needs of the Village foremost, and consideration will be given to employee preference when practical. Failure to perform scheduled overtime or working overtime without prior authorization by a supervisor may result in disciplinary action.

Overtime is paid to non-exempt employees for hours worked in excess of 8 hours per day at 1.5 times their regular rate, except in the case of Admin employees who receive overtime pay when working in excess of 40 hours per week. With the approval of your supervisor, you may work extra hours one day to make up for less hours another day in the same work week. In this case, you will also be credited time at 1.5 times, in compliance with the Federal Fair Labor Standards Act (FLSA).

In lieu of overtime, employees may accrue compensatory time at 1.5 times the extra hours worked in increments of a quarter hour. The maximum accumulation of comp time is 24 hours. Employees are required to utilize their accrued compensatory time by April 30 of each year for the prior 12 months in accordance with the Village fiscal year.

Commuting to and from work is not considered hours worked. Employees will be compensated for travel on Village business if assigned by your supervisor in accordance with FLSA regulations and the Portal-to-Portal Act.

### **Exempt Employees**

Exempt employees as defined under the Fair Labor Standards Act (FLSA), are not eligible for overtime pay or accumulation of compensatory time.

### **Stand-By Status**

Public Works employees, who plow must be on stand-by status during the winter months as informed by their supervisor. They are considered on stand-by status when they are instructed verbally or in writing by their supervisor to be continuously available to report to work during an off-duty period. If notified to be on stand-by status, they must be:

- continuously available to be contacted by the Village by telephone,
- able to report to work in a reasonable period of time based upon employee location, work location, and weather factors, and
- able to report in a condition that allows the efficient performance of your job classification and in compliance with the rules.

Such stand-by status pay shall not count towards the employee's overtime accrual as hours worked. Employees will not be compensated for stand-by status.

### **On-Call Status**

Streets and Utilities each have emergency call back duty that runs from Monday through Sunday each week. When On-Call for the full 7 days, the individual is paid \$100 per week for being on-call.

### **Emergency Call Outs / Court Time**

Non-exempt employees who are called back to work after having completed their regular work shift, who are called back on their day off, or who are required as part of their Village employment to appear in court during off-duty hours will receive a minimum of three (3) hours pay or pay for the

actual time worked, whichever is greater. This compensation will count as hours worked during that week and may result in overtime pay if they exceed the 40 hours for that week.

**Alternative Work Schedules**

Department heads may change the normal working schedule of full-time employees for a short period of time based upon Village operational needs. In such circumstances, the department head may authorize employees to be paid at 1.5 times their regular hourly rate. When such alternative work schedule results in the employee accruing overtime, this adjustment factor shall not apply.

**Compensatory Time Accumulation Limit**

Non-exempt employees performing work beyond the employee’s regularly scheduled workweek may choose an accumulation of compensatory time off in lieu of overtime for hour worked, with the exception of emergency callouts, which shall be paid as indicated above.

Accumulated comp time shall not exceed 24 hours at any one time. If you are required to work overtime and already have twenty-four (24) hours of comp time accumulated, you will be paid for the overtime or will be required to take the corresponding comp time off during the payroll period in which the overtime was worked, at the department head’s discretion.

**E. LUNCH / BREAK PERIODS**

Full-time and part-time employees receive a half-hour unpaid lunch break each day, provided they work an 8-hour shift. Supervisors may schedule staggered break times so that the time away does not create a problem for co-workers or operations.

Time on a meal break shall be included as hours worked if you are required to work at your workstation during your lunch break.

**F. INCLEMENT WEATHER / EMERGENCY CLOSINGS**

At times, unanticipated emergencies or uncontrollable events such as severe weather, fires, pandemics, or power failures can disrupt Village operations. The decision to close any department, division, or office will be made by the Village Manager. If the decision is made to close a department or office, employees will receive official notification from their supervisors or designee. In the event of an emergency closure of Village operations by the Village, non-salaried employees who are not required to report to work may be compensated for such hours not worked. If compensated, the employee must remain available for work during their regular scheduled hours.

Rare instances may occur where Village operations do not close but you are unable to report for work duty as scheduled. Examples include severe snowstorms or flooding. In such cases, you should notify your supervisor of the inability to report to work. Any such instance shall be treated as an excused absence without pay for payroll purposes. However, you may choose to use previously accumulated sick, vacation, or comp time to compensate for the absence.

**G. EXPENSE REIMBURSEMENT**

Employees must request approval for reimbursements from their department head prior to incurring the expense. Incurring expenses without prior authorization may prevent reimbursement.

**Eligible Expenses**

Employee travel, lodging, meals, and related reimbursements will be permitted when attending a Village related conference or meeting and when approved in advance by the Village Manager. A request for travel reimbursement shall include an estimate of travel, lodging and meal expenses.

When attending a conference or other group meeting, employees may stay at the designated conference or meeting hotel, or if not available, equivalent accommodations. Conference registration and official related events and activities shall be reimbursable if included in the travel requested and approved by the Village Manager.

Mileage reimbursement is set from time to time in accordance with the IRS standard mileage rate. Ask the Finance Department for the current rate.

### **Ineligible Expenses**

Alcoholic beverages will not be reimbursed unless reasonable and incidental to an eligible meal expense, and no employee or officer will be reimbursed for amusement or entertainment expenses, i.e., shows, amusements, theaters, sporting events, etc. that are not part of the conference or event.

Family members or other individuals may accompany an authorized Village traveler when traveling on official Village business, provided the Village bears no responsibility or expense related to any family member or other individual.

### **Reimbursement for Travel Expenses**

Employees will be reimbursed for travel expenses upon submittal of a Travel Expense Reimbursement Form and accompanying receipts to the Finance Department. All such information submitted under this policy is a matter of public record subject to disclosure under the Freedom of Information Act. Requests for reimbursement should be submitted promptly after expenses are incurred.

## **H. DAMAGED PERSONAL PROPERTY AND UNIFORMS**

The Village will reimburse employees for the cost of replacing damaged personal items that are used and required as a condition of employment in accordance with the following criteria:

- The item is required to be worn by the employee to perform their assigned work tasks. This includes, but is not limited to, prescription glasses/sunglasses, hearing aids, and ordinary watches, if required to perform their duties.
- The item is lost or damaged as a direct result of performing work duties. However, items lost or damaged because of improper care or protection, normal wear and tear or other employee negligence, even though the loss or damage may occur during work, will not be replaced by the Village at the discretion of the Department Head.

Employees are not expected to incur any Village-related expenses on their personal cellular devices, including data charges.

---

## **ETHICS, SAFETY, & CONDUCT**

The actions of each Village employee reflect on the Village and our residents. With that in mind, we must observe all applicable laws, ordinances, and regulations, and demonstrate a commitment to public service with the highest standards of conduct and personal integrity.

### **A. ORGANIZATIONAL PRINCIPLES AND VALUES**

#### **Respectful and Professional Behavior**

All employees are expected to observe these principles of service and refrain from negative and damaging behavior that is defamatory or harmful to the reputation of another. Observance of these principles will be considered during performance evaluations.

#### **Foster a Positive Work Environment**

The Village values each employee and strives to contribute to their well-being and work life balance. It is the intent of the Village to promote a healthy and productive organizational culture. The Village is committed to maintaining relationships with employees based on respect, trust, fairness, and compassion.

### **Communicate Effectively**

Effective internal and external communication is vital to providing services to the community. Honest, clear, and professional communication eliminates redundancy, provides direction, and promotes understanding.

### **Cooperation with Coworkers**

Cooperation among coworkers is essential to providing quality services efficiently. Employees are expected to assist and cooperate with fellow employees when performing their duties, assisting coworkers, and dealing with the public. Cooperation may require showing understanding and tolerance with coworkers during challenging circumstances.

### **Commitment to Quality and Continuous Improvement**

Village residents value and deserve high quality services. The Village of Hampshire has a long history of providing quality services and for exceeding the expectations of our residents/customers. Continuously identifying and implementing service delivery and efficiency improvements supports this commitment to quality.

## **B. ETHICAL STANDARDS**

The following ethical standards are set forth with the best interests of the Village and its residents in mind. These standards of conduct are founded upon the principle that there should be no favoritism. No citizen of the Village or other party, including employees and/or family members, should receive any benefit from the Village, beyond that which is available to any other citizen or party, because of their relation to any employee of the Village.

### **Conflicts of Interest**

Employees shall not engage in any business or transaction or have a financial or personal interest, whether direct or indirect, that is incompatible with the proper discharge of their official duties in the public interest or that may tend to impair their independence, judgment, or action in the performance of these duties. Specific circumstances should be discussed with the Village Manager.

### **Abuse of Power**

Employees shall not use the authority of their positions for direct or indirect personal gain.

### **False Reports**

Any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the Illinois State Police, a State's Attorney, the Attorney General or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous, or bad faith allegation. A false report of a crime could subject the complainant to criminal sanction.

### **Compensation for Appointment**

No person shall directly or indirectly give, render, pay, offer, solicit, or accept any money, service, or other consideration for appointment or promotion to a position in the Village.

## **Confidentiality**

Employees shall not disclose confidential information concerning the property or affairs of the Village or use such information to advance their own financial interests or that of others. All employees are responsible for a level of confidentiality necessary to preserve sincerity, honesty, and ethical behavior. This applies to the operations of the Village and the personal information of members of the public, whether subject to FOIA or not. Pursuant to the Health Insurance Portability and Accountability Act (HIPAA), employees are prohibited from disseminating personal health information about another employee or member of the public, discovered during the course of their Village duties.

## **Employment Conflict**

Employees shall not engage in or accept private employment or render services for private interests if such employment or service would create a conflict of interest or impair their independent judgment or action in the performance of their duties. Employees are advised to consult their supervisor before accepting outside employment to avoid a conflict.

## **Gifts**

No employee, employee's spouse, or immediate family member living with any employee shall solicit or accept any gift from any source prohibited by law or ordinance. In accordance with the State Gift Ban Act, employees of the Village shall be prohibited from receiving any monetary rewards or other gifts relating to services provided as a Village employee, including any discounts, promotions, services, or products, except those available to the general public. Employees may not use governmental discounts or tax exemptions to purchase items for personal use.

Promotional items and participation in sponsored outings with a value of not more than \$75, provided by vendors and other agencies may be accepted if no consideration is given, anticipated or expected.

## **Fairness and Impartiality**

For the benefit of all residents of the Village, employees shall perform their duties fairly and impartially, without bias, prejudice, or political considerations.

## **Whistle Blower Protection**

The State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action, and this policy prohibits retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

- Discloses or threatens to disclose to a supervisor or to a public body an activity, policy or practice of any officer, member, agency, or other employee that the employee reasonably believes is in violation of a law, rule or regulation; or
- Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, agency, or other employee; or
- Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act or this policy.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, before a legislative commission or committee or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a state or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a

government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a state or federal law, rule, or regulation. (740 ILCS 174/15(b)).

### **C. SAFE WORKPLACE**

The Village is committed to maintaining a safe work environment. The Village has established a Zero Tolerance policy for any violent acts or threats directed by or towards any Village employee. The Village has adopted the following guidelines to deal with intimidation, harassment, violence, or threats of violence that may occur during business hours or on Village premises.

- All employees, including supervisors, seasonal and temporary employees, as well as volunteers, contractors, and other visitors shall be treated with courtesy and respect. Physical intimidation or actions that may be harmful to others will not be tolerated.
- Conduct that threatens, intimidates, or coerces other employees, Village residents, vendors, or other member of the public at any time, including off-duty periods, will not be tolerated.
- All threats of or actual violence, both direct and indirect, should be reported immediately to your supervisor or any other member of management.
- The Village will promptly and thoroughly investigate all reports of threats or violence and suspicious individuals or activities and will take appropriate action.
- The Village encourages you to bring disputes or differences with other employees to the attention of your supervisor before the situation escalates.

### **Village Safety Program**

For the safety of our employees, the Village shall create and maintain a Village Safety Program. The Program shall consist of a Safety Committee that creates and monitors safety policies and procedures and a Safety Manual that shall include policies and procedures, including an annual review of facilities and safety metrics and policies.

The Safety Committee shall meet periodically, but not less than annually to review workplace safety, work-related injuries whether they resulted in lost time or not, and near misses defined as incidents that nearly occurred which would have caused injury to an employee. A summary of each meeting shall be maintained with the Safety Manual. The Safety Committee shall consist of a member from each department and a chairperson appointed by the Village Manager.

Evaluating the root cause and implementing corrective actions for injuries and near misses is an important part of maintaining a safe workplace, and such responsibility rests with the department heads and the Safety Committee. Statistics related to employee safety such as near misses, lost-time injuries, and no-lost-time injuries shall be maintained by each department and in aggregate for all departments in the Safety Manual. Each department head is responsible for implementing, administering, monitoring, and evaluating safety, including the training of employees on appropriate safety measures in their respective departments and participating in the Village Safety Program. The Village abides by applicable law regarding possessing firearms or other weapons in governmental buildings.

### **Employee Safety Responsibilities**

Employee shall follow safety rules and procedures and exercise caution and common sense in all work activities. Employees should immediately report any unsafe conditions to their supervisor. In the case of an accident or near miss, regardless if an injury occurs or how insignificant the injury may appear, employees must notify their supervisor immediately. It is essential that each employee:

- Keep work areas and vehicles clean and orderly.
- Promptly report all unsafe working conditions or actions to their supervisor.
- Report all near misses and accidents immediately to the supervisor.

- Obey all safety rules and work instructions.
- Learn to lift and handle materials properly as instructed.
- Operate machinery and equipment only after being properly trained and authorized to use such equipment.
- Wear personal protective equipment as required by departmental policy and safety programs.

#### **D. DRUG-FREE/SMOKE-FREE WORKPLACE**

In compliance with the Drug-Free Workplace Act of 1988, the Village has a longstanding commitment to provide a safe, quality-oriented, and productive work environment consistent with the standards of the community that we serve.

##### **Smoking Prohibited**

The Smoke Free Illinois Act (Public Act 095-0017) is a comprehensive anti-smoking law that bans smoking inside all Village buildings and vehicles. The use of tobacco products is not permitted anywhere on the Village's premises or in Village owned vehicles, except outdoor locations that are at least 15 feet from an entrance to any building.

##### **Workplace Substance Abuse**

To maintain a safe and productive workplace the following rules apply to all employees regardless of rank, during working hours including breaks and times when an employee is scheduled to be on call.

- The manufacture, distribution, possession, sale, or purchase of illegal drugs or cannabis on Village property is prohibited.
- Being impaired by or under the influence of illegal drugs, alcohol, or cannabis on Village property, while at work or on break or on call is prohibited.
- Working while under the influence of prescription drugs that impair performance is prohibited. If you are a disabled employee who is taking prescriptive medication that could impair your performance or safety, you should consult with your supervisor to determine if a reasonable accommodation is necessary.

##### **Drug and Alcohol Testing**

The Village may direct employees to submit to alcohol, cannabis, prescription, or illegal drug testing where there is reasonable cause that the employee may be working under the influence of drugs, cannabis, or alcohol. An employee who is directed to submit to a drug test for this purpose has a right to appeal the basis of the Village's probable cause to the Village Manager or his designee, prior to being tested. Such appeal must be made immediately when directed to be tested or upon a positive test result.

##### **Voluntary Request for Assistance**

The Village will take no adverse action against any employee for voluntarily seeking treatment, counseling or other support for an alcohol, cannabis, prescription, or illegal drug related problem, prior to being directed to submit to a drug test. Upon receiving such a request, The Village may assign the employee to off-duty or light-duty, with or without pay, if the employee is unfit for duty in their current assignment, conditioned upon the following:

- The employee agrees to appropriate treatment as determined by the physician(s) involved.
- The employee discontinues their use of illegal drugs, or abuse of alcohol or cannabis under the supervision of a physician or treatment specialist.
- The employee completes the course of treatment prescribed, including prescribed after-care.
- The employee agrees to random testing during hours of work during the period of after-care.
- An after the fact request for assistance will not excuse a policy violation.

Employees may at their option and if approved use accumulated paid leave or take an unpaid leave of absence pending treatment. Employees who do not agree to and act in accordance with the forgoing will be subject to discipline, up to and including termination. This policy shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation. Time off for treatment may also fall under the Village's Family and Medical Leave Act (FMLA) policy when applicable.

### **E. TARDINESS AND ABSENTEEISM**

When an employee is unable to come to work as scheduled or cannot avoid being late to work, the employee must notify their supervisor within one hour of the anticipated tardiness or absence. Failure to provide timely notice may result in disciplinary action. Excessive or consistent tardiness or absence may be cause for discipline up to and including termination.

If an employee becomes ill while at work or must leave their workplace before the end of the workday, the employee must obtain permission to leave from their supervisor before leaving, except if medically prevented from doing so.

Unreported absence is regarded as an unpaid leave of absence. Extended unreported absence will be cause for discipline or termination of employment. A job is deemed abandoned and terminated after three (3) consecutive unapproved absences.

### **F. WORKPLACE ATTIRE**

Professional appearance is important whenever employees encounter the public.

- Dress for office employees shall be business casual attire as interpreted by department heads and the Village Manager, according to norms of the time.
- Business casual attire is expected at public meetings.
- Employees who are provided uniforms are expected to wear them.
- Employees are expected to demonstrate good judgment and should consult their supervisor if they have questions about appropriate business casual attire.
- Employees should be well groomed and dressed appropriately for their position.

### **G. USE OF VILLAGE PROPERTY**

When using Village property, you are required to exercise care, perform or obtain required maintenance, and follow all operating instructions, safety standards, and guidelines. Village vehicles, equipment, supplies, tools, and uniforms shall not be used for private or unauthorized purposes.

#### **Return of Village Property**

Employees are responsible for items issued by the Village or in their possession or control, including but not limited to the following:

- Badges
- Manuals
- Cell phones
- Identification cards
- Laptops & Tablets
- Keys
- Protective equipment
- Purchasing cards
- Tools
- Uniforms

Village property must be returned upon request at any time, or before your last day of work. The Village may also take action deemed appropriate to recover or protect its property.



## **Disposal of Village Property**

Village property may not be sold, auctioned, or disposed of without the approval of the department head. Department heads shall adhere to the policy established for the sale of surplus property, which may include approval of the Village Manager and/or Village Board.

## **H. USE OF VILLAGE VEHICLES**

All employees who operate either Village vehicles or their private vehicles while carrying out Village business are required to have a valid state driver's license and insurance on their private vehicle if operated while doing Village Business. It is the responsibility of the employee to keep their license current and valid, and to report any suspension/revocation of their driving privileges immediately to their supervisor. All employees are required to comply with state law regarding use of seatbelts, headlights, turn signals, cell phones and other rules of the road. Cell phones should be limited and must be used in hands-free mode whenever driving on Village business.

### **Valid License**

Any employee found to be operating a motor vehicle on Village business without a valid license in accordance with this policy will be prohibited from operating Village vehicles for as long as their license remains invalid. Violation of this policy may result in loss of privileges and/or disciplinary action including termination. This obligation should be read to include a CDL.

### **Operating Vehicles While Using Drugs/Alcohol**

Employees are strictly prohibited from operating a Village vehicle while under the influence of drugs or alcohol or otherwise impaired.

### **Unattended Vehicles**

Employees driving a motor vehicle for Village purposes shall not leave it unattended without first stopping the engine, removing the ignition key, and locking the vehicle. Exceptions to this policy will be made according to departmental rules when operationally appropriate as determined by the department head.

### **Tickets/Fines**

Traffic and parking tickets and fines incurred while operating a Village vehicle are your responsibility unless the Village Manager approves payment of the fine for special circumstances.

### **Off-Duty Use of Village Vehicles**

No employee will use a Village vehicle for personal use while off-duty unless approved by a department head or the Village Manager. Such use shall be for the performance of Village business or as an emergency accommodation.

## **I. USE OF VILLAGE CREDIT CARDS AND FUEL CARDS**

The Village provides credit and fuel cards for use by certain Village employees. Such cards may be used to make authorized purchases for official Village business within authorized spending limits.

### **Ownership and Cancellation of the Credit Cards**

All Village credit and fuel cards remain the property of the Village and may not be transferred to, assigned to, or used by anyone other than the designated cardholder. The Village may suspend or cancel cardholder privileges at any time for any reason. The cardholder will surrender the card upon request to the Village or any authorized agent of the issuer.

### **Credit/Fuel Card Abuse**

Improper use of a Village credit or fuel card will result in revocation of the card and appropriate disciplinary action. Employees shall not purchase items for personal use or for purchases outside of their purchasing authority. The repayment of the credit card debt incurred for the illegal and improper use does not cure the improper use of the card. Further, the illegal and improper use of credit cards may lead to a criminal investigation of the employee.

### **Unauthorized Charges**

If unapproved or other improper charges are made with a Village credit card, the employee shall immediately notify their supervisor or the Finance Department, indicating the charges and the amounts, and shall reimburse the Village for such expenses within 10 days. The Village reserves the right to use all legal means available to collect amounts due the Village pursuant to this policy. Any employee who uses a Village credit card for any improper, unauthorized, or fraudulent purpose, or any purpose inconsistent with this policy, shall be responsible for reimbursing the Village for any expenses incurred by the Village, in addition to any other disciplinary actions that may be taken by the Village.

### **Receipts**

It is the cardholder's responsibility to obtain transaction receipts and provide them to their supervisor or to the Finance Department.

### **Tax Exempt Status**

The Village is exempt from paying sales tax. Prior to making purchases on behalf of the Village employees should contact the Finance Department to obtain a current Village Sales Tax Exemption Certificate and present same when paying for Village materials.

### **Disputed Items**

It is the cardholder's responsibility to follow-up on any erroneous charges, returns, or adjustments and to ensure proper credit is given on subsequent statements. The issuing bank's Card Member Agreement contains specific guidelines for handling dispute resolutions.

### **Expired/Lost Cards**

When the expiration date has passed and/or after you have received a new credit card, the old credit card should be turned in to the Finance Department for disposal. Lost or stolen credit cards or fuel cards must be reported to the Finance Department as soon as the card is discovered missing to protect the Village from unauthorized charges.

## **J. USE OF PHONES AND ELECTRONIC COMMUNICATIONS**

All communications transmitted, received, and/or stored using any Village electronic communications tools may be accessed and reviewed by management without notice, regardless of the business or personal nature of the communications. Users should not assume that any such communications would remain private. Personal use of these systems when approved is a privilege that may be revoked at any time with or without cause.

### **Cell Phone and Land Line Etiquette**

Telephone communications are an important reflection of our image to residents so use proper telephone etiquette when receiving and placing calls when using voice mail. Always use an appropriate greeting, speak courteously and professionally, without profanity, and confirm the information received from the caller.

The Village provides cell phones to some employees as a business tool. They are provided to assist you in communicating with other employees, municipal and governmental agencies, vendors, contractors, and others with whom you may conduct business. Cell phone records are regularly monitored and are subject to public disclosure by FOIA requests or investigations. Personnel other than sworn Police Officers may not use cell phones while driving a vehicle for the Village, unless using a hands-free device.

### **Voicemail**

Create a personal greeting that includes your name, department name, and a personal greeting. Check for messages and return them as soon as possible, making sure that your mailbox is set up properly and not full. Provide an alternate number to call for emergencies when appropriate.

### **Email and Other Electronic Communication**

The Village provides employees with email addresses, access to video conferencing and other electronic communications resources intended for Village business. All use of Village electronic communication resources is subject to management access pursuant to this policy. Furthermore, employees have no expectation of privacy in the use of such resources. All work products and conversations using Village electronic communications resources are the property of the Village. Any materials developed, composed, sent, or received using Village equipment or resources will remain the property of the Village and subject to FOIA.

It is the user's responsibility to maintain the confidentiality of their passwords and to follow Village directives regarding cyber security. Users should log out of any computer at the end of their workday or when leaving the computer unattended. If a user feels that someone has obtained access to their password, they should immediately inform their immediate supervisor or department head.

Employees who cease employment with the Village shall surrender their devices and have no right to the contents or data stored on such devices. Supervisors may access your e-mail if you are on a leave of absence, vacation, otherwise absent, or at any other time that the supervisor deems necessary for Village business purposes.

### **Mail, Postage and Shipping/Receiving Services**

Village purchased postage is for official business-related mail only and may not be used for personal mail.

### **Two-Way Radio Use**

Radios are for official communication only. Conversations are in the public domain and may be monitored by persons outside the Village organization. Speak clearly and courteously. Never use profanity on the radio. Use your assigned call number to identify yourself as well as the call number of the receiver. You are responsible for the radio assigned to you. Report any damage or the loss of your radio to your supervisor immediately.

### **Personal Use of Cell Phones and Devices**

Employees shall not use personal or Village devices for personal use while at work unless on break, or approved by your department head. Use of your personal cell phone while at work should be limited to emergencies and for brief necessary personal reasons.

## **K. INTERNET USAGE**

Internet access is provided by the Village to assist employees in obtaining work-related data and technology. You are expected to use the internet in a manner consistent with your position and work responsibilities with the Village. The following guidelines are to ensure responsible and productive internet usage. Incidental personal use may be allowed within reasonable limits. Abuse of such privilege will lead to suspension of this accommodation.

### **No Expectation of Privacy**

The Village or its designee will monitor all internet usage. Data composed, transmitted, accessed, or received via a Village computer, tablet or cell phone is part of the official records of the Village and subject to disclosure to law enforcement, the Public, and other authorized third parties. Employees should ensure that information contained in e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful. The Village reserves the right to monitor internet traffic and retrieve and read any data accessed, composed, sent, or received through online connections and stored on Village PCs, laptops, and servers. Notwithstanding the foregoing, nothing herein limits the First Amendment rights of any employee.

### **Inappropriate Data**

Data that is composed, transmitted, accessed, or received via the internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, pornography, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone based on race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, gender preference or any other characteristic protected by law.

### **Social Media**

Posting on social media is a way of engaging in discussion about wide ranging topics. Keep in mind that the views you post will be seen and read by the public and will be a part of your on-line history. Posts related to Village business should be consistent with Village policies. Personal opinions you post as a public employee may also reflect on the Village. The Village has established the following guidelines regarding use of Village information and resources on social media:

- Social media posts related to Village business should be consistent with Village policies, rules, regulations, and guidelines contained in this handbook and/or any other Village or department ordinance, rule, policy, or directive.
- The Village may monitor your publicly accessible on-line activity at any time without consent or prior approval.
- Village logos, department logos, patches, photographs taken in the workplace or of Village employees, or any other Village material are the property of the Village and may not be used on social media without prior approval.
- Personal social media accounts should not be used to distribute official Village news or information. On matters which are of public concern, employees are free to express their views on personal social media accounts, from their individual perspective, provided it does not jeopardize the Village's ability to provide efficient delivery of Village services.
- Employees, acting on behalf of the Village should not comment or post on the Village's website, Facebook page, or other social media pages without prior authorization from a department head. Any documents drafted, actions taken, or content posted on behalf of the Village will be presented from the perspective of the Village. Such content should not be written in first person (e.g., "I"), but rather shall be written as statements from the Village.

## **Viruses and Cyber Attacks**

Viruses and cyber-attacks cause substantial damage to web-based communications and information systems. Each user is responsible for taking reasonable precautions to ensure they do not introduce viruses and unwarranted access into the Village's various networks. Users must be cautious and careful not to open email attachments that are unfamiliar or received from an anonymous or unknown sender. Opening unfamiliar applications and programs may provide direct access to cyber-attacks. While the Village has taken steps to identify and protect these attacks, every precaution should be taken not to provide direct access to the Village's networks, servers, and computers. Two-step authentication and other security measures may be implemented from time to time to protect Village email accounts.

### **L. TRANSMITTING CONFIDENTIAL INFORMATION**

Employees have a responsibility to protect from disclosure, use or misappropriation of residents' confidential information and any confidential information pertaining to the Village or Village employees. Village electronic communication such as email, texts, video calls and conferencing, and instant messaging, are the property of the Village and may be subject to FOIA requests. FOIA provides for redacting certain personal information according to Illinois State Law. Transmitting confidential information whether referenced in this handbook or not, without proper review for confidentiality and redacting, could violate the FOIA.

### **M. COMMUNICATING WITH THE MEDIA**

All requests from the media must be directed to the Village Manager or the appropriate department head if the Village Manager is not available. Employees are not to respond to inquiries from a member of the media. The Village Manager has primary responsibility for managing the Village's response to all media inquiries and will route requests to the appropriate staff member. All requests from the media should be reported to the Village Manager in a timely manner.

### **N. CONCEALED CARRY OF FIREARMS**

Employees may not possess personal firearms while on duty or on Village Property, including concealed carry. No provision of this Handbook is intended to limit the constitutional rights of any employee.

### **O. DISCIPLINE**

#### **Disciplinary Process**

The Village establishes work rules and standards of conduct as are appropriate and defined herein or elsewhere in Village policies and procedures. The Village Manager, by Village ordinance, is responsible for the enforcement of discipline, proper conduct, and high standards of efficiency for all Village employees. As authorized by the Village Manager, each department head and supervisor is responsible for the conduct of employees under their supervision. Department heads may initiate or recommend appropriate disciplinary measures to the Village Manager when employee misconduct occurs.

Disciplinary action shall be documented with verbal and written warnings in response to an infraction or violation, and may follow a pattern of progressive discipline. However, when warranted, the Village may take immediate disciplinary action, up to and including termination if deemed appropriate.

The Village considers certain violations of standards of conduct grounds for immediate termination of employment. Examples include but are not limited to possession of illegal drugs, under the influence of alcohol or drugs, possession of personal firearm or weapon while on duty, theft, insubordinate

behavior, vandalism, violence or destruction of Village property, the unauthorized use of Village equipment or vehicles, falsification of work history, skills, training, and harassment.

### **Disciplinary Actions**

The following disciplinary actions may be taken or recommended by supervisors or department heads to the Village Manager based on the severity of the misconduct in question.

*Verbal Reprimand* - May be given by a supervisor, department head, or the Village Manager for employee misconduct, and shall be documented in the employee's official personnel file.

*Written Reprimand* - May be recommended by a supervisor and approved by a department head; must be prepared in writing, shall include the reasons for the action and the results of any inquiry or investigation of the incident. A copy of the approved action shall be placed in the employee's official personnel file and a copy provided to the employee. The employee may submit a written response to the action. Such written response will be placed in the employee's personnel file.

*Suspension Without Pay* - This is temporary separation from Village service, without pay, for a period generally not to exceed thirty (30) days. Such action may be taken by a department head with the approval of the Village Manager prior to the suspension. The reasons for the suspension will be summarized in writing, including the results of any inquiry or investigation into the incident. A copy of the approved action is placed in the employee's personnel file and a copy provided to the employee.

*Termination* - Termination of employment may occur due to serious misconduct, incompetence, violation of published rules or policies, progressive disciplinary action, or failure to perform required duties in a satisfactory manner. Such actions are initiated in writing by the department head summarizing the reasons for the dismissal. Employee terminations are made by the authority of the Village Manager and implemented by the Village Manager or department head.

*Immediate Administrative Leave* - A department head, or supervisor in their absence, may immediately relieve an employee from duty for cause or safety reasons by placing the employee on administrative leave with pay. The Village Manager shall review such administrative leave within 48 hours of the supervisor's action to confirm, revise or rescind the administrative leave.

## **POLICY PROHIBITING HARASSMENT**

### **A. PROHIBITION OF SEXUAL HARASSMENT**

It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct that affects individuals of all genders and sexual orientations. It is the policy of the Village to prohibit harassment of any person by any municipal official, department head, supervisor, or municipal employee on the basis of sex, gender or sexual orientation, regardless of any employment relationship.

### **B. DEFINITION OF SEXUAL HARASSMENT**

This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of an individual's employment, either explicitly or implicitly; or

- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

### **C. CONDUCT WHICH MAY CONSTITUTE SEXUAL HARASSMENT**

Sexual Harassment includes, but is not limited to:

- Verbal Harassment: sexual innuendos, suggestive comments, insults, humor, jokes about: sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates; or, statements of a sexual nature about other employees, even outside of their presence.
- Non-verbal Harassment: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls," "smacking" or "kissing" noises.
- Visual: posters, signs or slogans of a sexual nature, viewing pornographic material or websites.
- Physical Harassment: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- Texting/Electronic Harassment: "sexting", electronically sending messages with sexual content, including pictures or video, the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication including email/text/picture/video messages, intranet/online postings, blogs, instant messages and posts on any social media.

The most severe and overt forms of sexual harassment may be obvious, but sexual harassment to some extent depends on the perception and interpretation of the individual. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

### **D. PROCEDURE FOR REPORTING AN ALLEGATION OF SEXUAL HARASSMENT**

An employee who either observes sexual harassment or believes themselves to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating their concern to their immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report. Any employee may report conduct believed to be sexual harassment, including the following:

- *Electronic/Direct Communication*. If there is sexual harassment behavior in the workplace, the harassed employee should directly and clearly express their objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing.
- *Contact with Supervisory Personnel*. At the same time, direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, or the Village Manager. The employee experiencing what she/he believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the municipality will not be presumed to have knowledge of the harassment.
- *Resolution Outside Municipality*. The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the municipality. However, all municipal employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. IDHR and EEOC complaints must be filed within 300 days of the alleged incident unless it is a continuing offense.

Any such allegation should be submitted in writing, including documentation of what was said or done, the date, the time, and the location, including, but not limited to, written records such as letters, notes, memos and telephone messages. All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the municipality. Because of the serious implications of sexual harassment charges and potential for questions of credibility, the claimant's willing cooperation is a vital component of an effective inquiry and proper outcome.

#### **E. PROHIBITION OF RETALIATION FOR SEXUAL HARASSMENT ALLEGATIONS**

No municipal official, municipal agency, municipal employee or municipal officer shall take any retaliatory action against any municipal employee or official due to a municipal employee's or official's:

- Disclosure or threatened disclosure of any violation of this policy; or
- Providing information related to an investigation or testimony before any public body conducting an investigation, hearing, or inquiry into any violation of this policy; or
- Assistance with or participation in a proceeding to enforce the provisions of this policy.

For purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any municipal employee that is taken in retaliation for a municipal employee's or official's involvement in protected activity pursuant to this policy. No individual making a report will be retaliated against, even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because they have opposed that which they reasonably and in good faith believes to be sexual harassment in employment, because they have made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under the Illinois Human Rights Act. An employee, who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge within 300 days of the alleged retaliation.

#### **F. CONSEQUENCES OF VIOLATING THE PROHIBITION ON SEXUAL HARASSMENT**

In addition to any and all other discipline that may be applicable pursuant to municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable disciplinary actions or discharge by the municipality and any applicable fines and penalties established pursuant to local ordinance, state law or federal law. Each violation may constitute a separate offense. Any discipline imposed by the municipality shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a state or federal agency.

#### **G. CONSEQUENCES FOR KNOWINGLY MAKING A FALSE REPORT**

A false report is a report of sexual harassment made by an accuser to accomplish an outcome other than stopping sexual harassment or stopping retaliation for reporting sexual harassment. A false report is a report not made in good faith, which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to disciplinary action or discharge pursuant to applicable municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.



## **BENEFITS**

The Village offers benefits for eligible employees. This Handbook does not contain the complete terms and conditions of the Village's current insurance benefit plans, but it provides a general summary of benefits. Any conflict between this Handbook and the terms and conditions of any or the Village's insurance carriers shall default to the carrier's terms and conditions. The Village may change or eliminate any of the benefits referred to in this handbook at any time.

The Finance department administers medical, dental, and life insurance and other benefits. Employees may contact the Finance Department for clarification regarding eligibility requirements and coverage under these benefit programs or plan documents. Employees enroll in benefit programs when onboarding as a new employee, during annual enrollment periods, and in some cases upon changes in personal family status i.e., marriage, birth or adoption of a child, death, etc.

Employee privacy rights under all benefits plans will comply with applicable state and federal law, and such privacy rights are set forth in each benefits plan.

### **A. MEDICAL, DENTAL, AND VISION INSURANCE**

The Village's medical, dental, and vision insurance plans provide you and your eligible dependents access to medical, dental, and vision insurance. Regular full-time employees are eligible to participate in these plans. The cost of the health benefit is paid jointly by you and the Village and is subject to change at the discretion of the Village.

Details of the medical, dental and vision insurance plans available to eligible employees are described in the Summary Plan Descriptions (SPD) not included herein. An SPD and information on cost of coverage are provided in advance of enrollment to eligible employees. The actual plan documents or contracts, available by making a written request to the Finance Director, are the final authority in all matters relating to benefits described in this Handbook or in the SPD and will govern in the event of any conflict. Contact the Finance Department for more information about medical, dental, and vision insurance benefits.

COBRA gives you and your qualified beneficiaries the opportunity to continue health insurance coverage under the Village's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, dismissal, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, you or your beneficiary pays the full cost of coverage at the Village's group rates. The Village provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the Village's health insurance plan. The notice contains important information about your rights and obligations.

If you retire or are disabled under an IMRF or Police Pension, you are eligible to continue your medical and dental insurance coverage at your full cost until such time that you are no longer eligible for such pension benefits and provided you pay the appropriate premiums when due. However, you may only elect to receive these continuing benefits during the single opportunity provided you under Illinois law. If you do not elect continuation of coverage within the timeframe provided, you may not subsequently re-enroll. Additional health coverage benefits are provided to full-time police officers

and or their dependents who meet the eligibility requirements under the Illinois Public Safety Employees Benefits Act (PSEBA).

## **B. LIFE INSURANCE**

Regular full-time employees are eligible to participate in the life insurance plan subject to all terms and conditions of the agreement between the Village and its life insurance carrier. The cost of this benefit is paid entirely by the Village for coverage up to \$50,000. Benefits reduce to 65% at age 65; to 50% at age 70; to 35% at age 75. Life insurance coverage ceases with termination of employment.

An employee who is granted an unpaid leave of absence of more than 30 days is expected to pay the premium for life insurance during such period of unpaid leave unless a Waiver of Premium clause is applicable. In such cases, payments may be waived for the specific months covered by such waiver. Details of the basic life insurance plan including benefit amounts are available in the Summary Plan Description provided to eligible employees.

IMRF eligible employee may purchase additional life insurance. Contact the Finance Department for more information about this and other life insurance benefits.

## **C. PENSION PLANS**

### **Illinois Municipal Retirement Fund**

Except sworn Police Officers eligible for the Hampshire Police Pension Fund, all employees of the Village who are regularly scheduled to work 1,000 or more hours annually, contribute to the Illinois Municipal Retirement Fund (IMRF) according to the percentage required by law. Participation costs are collected through tax deferred payroll deductions. The Village also contributes to the IMRF at the prescribed percentage set by law. For further information on this benefit, contact the Finance Director, the Village's Authorized Agent for IMRF.

### **Hampshire Police Pension Fund**

Participation in this pension program is subject to the rules and regulations of the fund. The Hampshire Police Pension Board of Trustees manages the fund in accordance with state law. For further information on this benefit, contact the Finance Director who serves as the Police Pension Fund's treasurer and custodian.

## **D. WORKERS' COMPENSATION**

Employees are covered under Workers Compensation as prescribed by state Law. Should an employee sustain an injury directly caused by the employee's assigned duties, such injury may be compensable in accordance with the Illinois Worker's Compensation Act, ILCS 305/II et seq. Employees who sustain injuries must immediately report such injuries to their supervisor and no later than before leaving work for the day.

Time lost because of a substantiated and documented work-related injury sustained during the course of employment will not be charged against the employee's sick leave. During such absence, sick leave and vacation will continue to accrue.

Disputes regarding benefits related to the cause and severity of injuries and lost time may be determined by the Illinois Industrial Commission.

## **E. Light Duty**

At its discretion, the Village may require an employee receiving workers' compensation benefits to return to a light-duty assignment that the employee is qualified to perform and that the Village's

medical provider has determined the employee is physically able to perform without significant risk. If an employee refuse a light-duty assignment within their medical limitations as determined by their physician or the Village’s medical provider, Temporary Total Disability (TTD) payments may be terminated.

The terms and conditions of the light duty assignment, including hours, shall be determined exclusively by the department head. The Village reserves the right to terminate any light-duty assignment at any time the Village’s physician determines an employee can return to regular job duties or for any other reason deemed appropriate by the department head overseeing the light-duty assignment.

Nothing in this policy shall require the Village to create a light-duty assignment for an employee.

**F. VACATION**

The vacation policy applies to regular full-time employees. Employees earn vacation allowance as of their date of hire. The amount of vacation an employee is entitled to is determined by the employee’s length of service based on their date of hire as a full-time employee.

**Vacation Accrual**

Vacation allowances for full-time employees are earned annually based on the following schedule:

<b>Length of Continuous Service</b>	<b>Vacation Allowance per Year</b>
Less than 6 months	No vacation
6 months to 2 years	40 hours
2 years to 4 years	80 hours
4 years to 9 years	120 hours
More than 9 years	160 hours

Upon written request to their Department Head, a maximum of 40 hours of unused vacation time may be carried over to the next year and will be added to the total vacation allowed. An employee may accumulate no more than 40 hours more than their annual vacation earned by carrying over.

Employees who begin with more than the allotted vacation based on prior work experience shall move to the next category per the schedule above until they reach the maximum vacation benefit. If you leave Village employment and are rehired, you will receive no credit for past service and will be treated as a new employee.

Vacation time shall not accrue in excess of the limits described herein; any vacation in excess of such limits shall be forfeited without compensation.

**Scheduling Vacation**

Requests for vacation leave shall be submitted to your supervisor at least two (2) weeks in advance. While the Village will do its best to accommodate vacation requests, they will be reviewed based on seniority, organizational needs, and staffing requirements with supervisors having first rights of vacation periods. The Village reserves the right to designate vacation blackout dates except as defined in writing by a labor or employment contract.

Vacation time shall be used in minimum increments of four (4) hours. Vacation time off is paid at your base pay rate earned at the time of vacation and does not include overtime or any special forms of compensation, such as incentives, bonuses, or shift differentials.

## **G. HOLIDAYS**

Full-time employees are eligible for holiday pay upon employment. Holiday pay will be calculated based on the employee's straight time pay rate at the time of each of the following holidays:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

When a holiday falls on a Saturday, Village offices will be closed the preceding Friday. When a holiday falls on a Sunday, Village offices will be closed on the Monday after the holiday.

Employees may request time off for religious observances or preferences that are not celebrated by the Village. The Village provides reasonable accommodations for this purpose provided it does not create an undue hardship to the Village's business operations.

### **Full-Time Employees**

Non-exempt, full-time employees who are required to work on a Village recognized holiday should consult their department head or the Finance Department on how they will be compensated.

If an exempt employee is required to work on a Village-recognized holiday as identified above, such employee shall be allowed to utilize an equivalent amount of time off during the one-year period following such holiday.

### **Part-Time Employees**

Part-time, seasonal and temporary employees are not eligible for holiday pay.

## **H. SICK TIME**

The sick leave benefits set forth herein apply to full-time, non-seasonal/temporary, non-police officer employees. Full-time eligible employees shall earn sick leave at a rate of forty (40) hours per fiscal year, prorated in year one based on hire date. Sick leave with pay may be taken in the event of an illness, injury off the job, or medical appointment of the employee or family member.

Sick leave benefits will be paid based on your base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, bonuses, or other additional pay stipends.

### **Accumulation / Non-Payment of Sick Leave**

Employees may accumulate up to one-hundred twenty (120) hours of sick leave for use in future years; however, unused sick leave benefits will not be paid out during employment or upon separation from Village employment.

**IMRF Service Credit for Unused Sick Leave**

If you participate in the Illinois Municipal Retirement Fund (IMRF), you may qualify for additional pension service credit for your unused, accumulated sick leave. Consult IMRF for further details.

**Notification of Sick Time**

If you are unable to report to work due to illness or injury, you must notify your direct supervisor at least one hour before the scheduled start of your workday if possible. Your direct supervisor must also be contacted on each additional day of absence, unless a doctor’s note or hospitalization indicate an absence for a longer, specified period of time.

**Medical Evaluations**

If you are off sick for three (3) or more days, you are required to submit a medical evaluation explaining your need to be off work, and a physician’s release to return to work.

**Excessive Use of Sick Leave**

Chronic absenteeism or tardiness may lead to disciplinary action and will be considered in evaluating your performance.

**Directed Use of Sick Leave**

If an employee reports to work indicating they have an illness posing a threat to other employees, or if there are obvious symptoms indicating such an illness, the employee may be directed to leave work and utilize sick time by the employee’s supervisor or department head.

**I. FAMILY & MEDICAL LEAVE ACT**

The Village complies with the provisions of the Family and Medical Leave Act (FMLA). The FMLA entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons.

**Qualifications for FMLA**

After at least twelve (12) months of employment with the Village with no break in service of seven (7) or more days except if due to USERRA covered military obligations, and if you have worked at least 1,250 hours during the 12-month period preceding the start of the leave, you are eligible for up to a total of twelve (12) workweeks of unpaid leave during each twelve (12) month calendar year for one or more of the following reasons:

- the birth of your child within 12 months after the birth of the child
- the adoption of your child or foster care within 12 months after the placement
- to care for your spouse, child, or parents if they have a serious health condition
- your serious health condition that makes you unable to perform your job
- military care giver or a qualifying exigency as defined by the Secretary of Labor arising out of the fact that your spouse, child, or parent is deployed on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces, including the National Guard and Reserves.

Exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and

attending post-deployment reintegration briefings. Such leave may be taken intermittently or on a reduced schedule, provided you submit appropriate notice and certification of the need for such leave as provided below.

### **Spouses Employed by the Village**

If your spouse also works for the Village and if you both become eligible for a leave, the two of you together will be limited to a combined total of twelve (12) weeks leave, or twenty-six (26) weeks leave for a qualified service member, in any rolling 12-month period.

### **Application for Leave**

An Application for Family or Medical Leave form must be completed by the employee defining the reason for the leave, its duration, and the amount of vacation and sick leave they will use during the leave. The request shall be submitted to the supervisor who will consult with the Finance Director for final approval. The Village may periodically require a physician's certification from the employee or family member's physician and/or a physician selected by the Village.

### **Concurrent Use with Other Benefits**

Employees on approved FMLA leave may use applicable accrued sick leave, vacation leave, or personal leave time prior to leave without pay. Such paid time will run concurrently with the approved unpaid FMLA leave time. After such paid leave time has been exhausted, any remaining FMLA leave time will be unpaid. Employees shall not "accrue" sick leave while on unpaid Family Medical Leave, but they will continue to "earn" vacation time, updated upon their service anniversary date, in accordance with federal regulations.

### **Payment of Insurance Premiums**

During a leave of absence for Family and Medical Leave, an employee's group health and life insurance plans shall continue provided the employee pays their regular premium contribution to the Finance Department by the first day of each month. Employees will be notified of any changes in their premium contribution. Questions should be directed to the Finance Department.

### **Anti-Retaliation**

No retaliation will be tolerated against any employee who exercises their rights under our FMLA policy. If you feel that you have been the victim of discrimination or retaliation under this policy, you are encouraged to contact the Village Manager so that the matter can be promptly investigated and remedied.

### **Return to Work after FMLA Leave**

When you return from FMLA leave, you will return to the same or to an equivalent position to the one you held when the leave started.

If the leave was due to your own serious health condition, you will be required to submit a fitness-for-duty certification from your health care provider in accordance with the Village return to work policy with or without a reasonable accommodation. If a reasonable job safety concern exists, you also may be required to provide a fitness for duty certification up to once every thirty (30) days before returning from an intermittent or reduced schedule FMLA leave related to your own serious health condition. A returning employee shall return to work within two (2) business days of providing a fitness for duty release.

Failure to return to work after approved FMLA leave will be considered resignation of your employment. An employee on FMLA leave who provides notice of intent not to return to work upon expiration of a leave will lose entitlement to FMLA leave and related benefits.

### **Definitions**

Child: a child under eighteen (18) years of age, or eighteen (18) years of age and older who is incapable of self-care because of a mental or physical disability as determined by the Social Security Act and American with Disabilities Act as Amended (ADAAA) regulations.

Eligible Employee: an employee who has worked for the Village for at least twelve (12) months and has worked a minimum of 1250 hours during the year preceding the start of the leave. Hours worked are determined by applying the principles of the Fair Labor Standards Act (FLSA). Exempt employees who have worked for the Village a minimum of twelve (12) months are presumed to have the minimum service required for FLSA eligibility.

Health Care Provider: Doctor of Medicine or Osteopathy, or other person determined by the Federal Government to be capable of providing health care services including podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners, nurse-midwives authorized to practice by state law, and Christian Science practitioners.

Incapable of self-care: the individual requires active assistance or supervision to provide daily self-care in several of the activities of daily living, such as caring appropriately for one's grooming or hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones, and the like.

Medical Necessity: a diagnosed medical need for leave, as distinguished from voluntary treatments or procedures.

Serious Health Condition: an illness, injury, impairment or physical or mental condition that involves:

- Inpatient care,
- Any period of incapacity requiring absence from work for more than three (3) calendar days, that also involves continuing treatment by or being under the supervision of a health care provider,
- Continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three (3) calendar days, or
- Any period of incapacity due to pregnancy or for prenatal care.

Twelve Month Period: the twelve (12) month period beginning the first day of Family Medical Leave.

## **J. DISABILITY LEAVE**

Village of Hampshire employees are covered by one of two separate pension and disability plans: the Illinois Municipal Retirement Fund (IMRF) or the Hampshire Police Pension Fund. Municipal and police personnel are subject to the regulations governing disability benefits in each of their respective plans. Specific eligibility requirements for benefits are included in the individual plans.

If it is determined that the employee's leave will extend beyond thirty (30) calendar days, employees with one (1) or more years of service credit under IMRF may apply for disability benefits. IMRF disability claims should be submitted to the Finance Department. Police disability claims should be submitted to their pension plan secretary or other pension board member.

If an employee becomes eligible for disability benefits provided by any of the above plans, employees have the option to use all available sick and vacation time before receiving the disability benefit or receive the benefit at the time they become eligible. If the benefit begins prior to utilizing all the employee's sick leave and vacation leave, accrual of these benefits will cease. Any unused sick and/or vacation leave will remain a credit to the employee and will be available in accordance with Village policy after the disability period is over.

**K. PREGNANCY-RELATED LEAVE**

The Village will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy or childbirth. Time off for a pregnancy or childbirth not related to a medical disability for those conditions fall under the Family Medical Leave policy. The Village complies with the Nursing Mothers in the Workplace Act, 820 ILCS 260/ et seq., by providing reasonable break times and a private area for nursing.

**L. BEREAVEMENT LEAVE**

In the event of death in the immediate family defined as the employee's legal spouse, children, stepchildren, adopted children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step brothers, step sisters, and step-parents a full-time or regular part-time employee will be granted up to three (3) consecutive paid workdays as bereavement leave or elsewhere in law. Employees may combine accrued sick, vacation, or comp time with bereavement leave with approval of the department head.

Village Bereavement Leave shall accommodate the provisions of the State of Illinois Child Bereavement Act of 2022.

**M. MILITARY LEAVE**

The purpose of this section is to comply with applicable Federal and state laws, including the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. §4301, the Illinois Service Member Security and Reemployment Act.

When possible, employees should provide written advance notice of their departure for military service to their immediate supervisor. Notice may also be provided by an appropriate officer of the branch of the military in which the employee will be serving. The employee is not required to give notice if prevented by military necessity or if it is otherwise unreasonable or impossible to do so.

**Benefits During Military Leave**

Employees on military leave may use accrued vacation, personal, or compensatory time during their military leave but are not required to do so. Employees who will be on leave for more than 30 days may continue healthcare coverage for themselves and their dependents through COBRA as defined in this Handbook or as otherwise required by law. However, such continuation shall be at the sole expense of the employee. If the employee does not choose to continue the Village's health insurance during the leave, they shall be permitted immediate reinstatement into the group health plan when the employee returns from military service.

**Special Benefits for Reserve Training Obligations**

Employees who are members of the reserves (including the National Guard) shall be granted leave for any period actively spent in military service, including:

- Basic training
- Special/advanced training, whether or not with the State and whether or not voluntary



- Annual training

For part-time employees, leave for training shall be treated as set forth in the general provisions section above.

For full-time employees, the employee's seniority and other benefits shall continue to accrue during leave for training. In addition, full-time employees shall receive the following:

- During leaves for annual training, the employee shall continue to receive his or her regular compensation.
- During leaves for basic training and for up to sixty (60) days of special or advanced training, if the employee's military base pay is less than his or her compensation as a Village employee, the employee shall receive regular Village compensation minus the amount of the military base pay.

**Special Benefits for Reservists Called to Active Duty**

Employees in the reserves (including the National Guard), who are called to active military duty by Presidential Order shall receive continuing compensation (minus the amount of the employee's military base pay) for the entire period of active military service as well as continuing health insurance and other benefits the employee was receiving or accruing at the time the employee was called to duty.

**Return to Work**

Employees returning to work following military service shall notify the Village of their intent to return. Employees who have been engaged in military duty and wish to return to work must apply for reinstatement for employment with the Village within ninety days following completion of service. If, due to no fault of the employee, timely reporting back to work would be impossible or unreasonable, the employee must report back to work as soon as possible, unless otherwise provided for by law.

**N. PARENTAL LEAVE FOR SCHOOL VISITS**

The Village provides unpaid time off for school conferences, behavioral meetings, or academic meetings after six (6) months of employment. You must be a parent, guardian, or custodian of one or more children in licensed day care facilities or kindergarten through grade 12.

You must first utilize your vacation or compensatory time off for school visits. Should you exhaust all your paid leave benefits, you will be allowed a maximum of eight (8) hours of unpaid leave within a calendar year. However, there is no limit to the number of unpaid hours you may take if your visit is a required school conference involving your child's possible suspension or expulsion from school. Should you utilize unpaid leave for an eligible school visit, you have the option to make up the time on a different day or shift as directed by your supervisor within the same pay period.

Unless an emergency, you should notify your supervisor well in advance of the school visit. Documentation of your visit may be required upon your return to work.

**O. ADMINISTRATIVE LEAVE**

Any employee may be placed on paid Administrative Leave by the department head. Circumstances under which you may be placed on an Administrative Leave vary and are evaluated on a case-by-case basis.

## **P. JURY DUTY LEAVE**

Employees will be granted time off to serve on a jury. When an employee receives a summons for jury duty, the employee normally will notify their supervisor and provide a copy of the summons as soon as possible or within three (3) business days of receipt. Either you or the Village may request an excuse from jury duty if, in the Village's judgment, your absence would create serious operational difficulties.

Employees will receive regular Village compensation and health insurance benefits and will continue to accrue vacation, sick leave, and holiday benefits while on jury duty. The Village shall adhere to 705 ILCS 305/4.1 and other applicable laws.

## **Q. COURT APPEARANCE LEAVE**

If you, or a member of your family, are the victim of a crime or a witness to a crime, you may request unpaid time off to participate in court proceedings related to the crime in accordance with the provisions of the Victim's Economic Security and Safety Act (VESSA). A crime includes domestic violence, sexual assault, and stalking, as well as other crimes that require the victims to appear in court. A family member includes your daughter, son, parent, or lawful spouse. Court appearance leave may be to:

- Prepare for and attend court proceedings
- Receive medical treatment or attend to medical treatment for a victim who is your daughter, son, parent, husband, wife, or other relative or member of your household
- Get services needed to remedy a crisis caused by domestic violence, sexual assault, stalking, or any other crime

Documentation may be required such as:

- A police report indicating that you or a member of your family was a victim of a crime
- A court order protecting or separating you or a member of your family from someone who committed an act of domestic violence
- Evidence from the court showing that you or your family member has appeared in court
- Information from a Medical professional, domestic violence advocate, health care provider or counselor that you or your family member was undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or other crime.

## **R. VICTIMS ECONOMIC SECURITY AND SAFETY LEAVE**

In accordance with the Illinois Victims' Economic Security and Safety Act (VESSA), if you are subject to domestic or sexual violence, you may be eligible for unpaid leave during work hours for any of the following:

- To seek medical attention for, or recover from, physical or psychological injuries,
- To obtain services from victim service organizations,
- To obtain psychological or other counseling,
- To participate in safety planning, to relocate temporarily or permanently, or to take other actions to increase safety from future domestic or sexual violence, and
- To seek legal assistance or remedies to ensure health and safety, including preparing for or participating in any civil or criminal legal proceeding.
- To help a household member who is a victim of domestic or sexual violence.

If you qualify for leave under VESSA, you must notify your supervisor as soon as possible when requesting time off. While verification is required, your supervisor will take every precaution to see that all information remains as confidential as possible. Verification will consist of:

- A sworn statement by the employee and documentation from victim services, an attorney, or other professional from whom the employee or their household member has sought assistance.
- A police or court record

If you, or a member of your family, are the victim of a crime or a witness to a crime, you may request unpaid time off to participate in court proceedings related to the crime in accordance with the provisions of the Victim's Economic Security and Safety Act (VESSA). A crime includes domestic violence, sexual assault, and stalking, as well as other crimes that require the victims to appear in court. A family member includes your daughter, son, parent, or lawful spouse. Court appearance leave may be to:

- Prepare for and attend court proceedings
- Receive medical treatment or attend to medical treatment for a victim who is your daughter, son, parent, husband, wife, or other relative or member of your household
- Get services needed to remedy a crisis caused by domestic violence, sexual assault, stalking, or any other crime

Documentation may be required such as:

- A police report indicating that you or a member of your family was a victim of a crime
- A court order protecting or separating you or a member of your family from someone who committed an act of domestic violence
- Evidence from the court showing that you or your family member has appeared in court
- Information from a Medical professional, domestic violence advocate, health care provider or counselor that you or your family member was undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or other crime.

You are entitled to a maximum of twelve (12) weeks unpaid leave during any consecutive twelve (12) month period. Where practicable, forty-eight (48) hours' notice should be provided. You may also substitute sick leave or vacation days.

If you take leave under this policy, you are entitled to the same or equivalent position upon your return, but seniority and other benefits will not continue to accrue during any unpaid leave. You are also entitled to continue health insurance on the same terms and conditions, including payment of your portion of any premiums, as if you remained continuously employed. If you fail to return from leave, the Village may recover all premium contributions provided by the Village during the leave period.

The Village is prohibited from interfering with, restraining, or denying an employee's attempt to exercise any rights under the Act. Specifically, managers and supervisors are prohibited from discharging, harassing, or otherwise discriminating against any employee with respect to compensation, terms, conditions, or privileges of employment, or retaliating against an employee in any form or manner. Any employee found to have engaged in such activities will be subject to disciplinary action, up to and including termination.

If you believe your rights under this Act have been violated, you may file a complaint with the Illinois Department of Labor within three (3) years after the alleged violation occurs.

To the extent that this policy is not consistent with the VESSA, the Act and its rules shall supersede.

## **S. TIME OFF FOR ELECTIONS**

### **Voting**

The Village encourages you to fulfill your civic responsibilities by participating in elections. Employees should vote before or after work. However, if you are unable to vote during nonworking hours, including early voting, the Village will allow up to two (2) hours of paid time off to vote in accordance with 10 ILCS 5/17-15.

### **Election Judging**

Upon providing the Village with at least twenty (20) days' written notice, you will be granted an unpaid leave from work without penalty for the purpose of serving as an appointed election judge, or you may use accrued paid vacation, personal or compensatory leave in lieu of unpaid leave. The Village reserves the right under this Act (10 ILCS 5/14-4.5) to permit no more than 10% of the Village's employees to be absent as election judges on any election day.

## **T. TIME OFF FOR BLOOD DONATIONS**

Full-time employee may request up to two (2) hours of paid leave to donate blood, subject to request and approval from your supervisor and a receipt for donation upon returning to work. The Village shall adhere to the Employee Blood Donation Leave Act (820 ILCS 149/1 et eq.)

## **U. LEAVE FOR ORGAN AND BONE MARROW DONATIONS**

Full-Time employees may request leave as an organ donor or a bone marrow donor. Notify your department head that you need to take leave at least thirty (30) days before the procedure. Written medical certification of your donation is required.

### **Organ Donation**

Unpaid leave may last up to thirty (30) days, including any time needed for testing before the procedure. You may choose to substitute other accrued paid sick or vacation leave. The Village shall adhere to the Living Donor Protection Act and other applicable laws.

### **Bone Marrow Donation**

Unpaid leave may last up to seven (7) days, including any time needed for testing before the procedure. You may choose to substitute other accrued paid sick or vacation leave.

## **V. EDUCATIONAL ASSISTANCE**

Educational assistance may include college credit courses, continuing education unit courses, seminars, etc., related to your current position or a foreseeable future position in the organization as determined by the Village Manager.

Educational assistance is available to full-time, non-seasonal/temporary employees subject to funding availability. To maintain eligibility, an employee must remain on the active payroll on a full-time basis and be performing their job satisfactorily.

Reimbursement will be made upon submission of written receipts for approved course, after successful completion of the course and/or a certification. Such approved courses shall be attended during the employee's time away from work and not during working hours unless otherwise approved by the Village Manager.

The Village may reimburse up to 100% of eligible expenses to include tuition, registration and course fees, and course materials such as textbooks and supplies. Cost of computers, equipment or other

supplies that can be retained by the employee after completing the course, meals, lodging, and transportation are not eligible expenses.

### **College Credits**

Consideration for college credit course work or degree programs require that an Education Plan Request be submitted and approved by your department head and the Village Manager by January 31, so funds can be considered for the subsequent fiscal year. Factors for funding will be quality, value and cost of the program and institution. Consideration should be given to Community Colleges and State Universities when available and cost effective. Programs should be local or online to avoid travel and time away from work.

If an employee voluntarily separates from employment with the Village within two (2) years of being reimbursed for courses toward a degree or certification program, the employee may be required to repay the amount of reimbursement to the Village within three (3) months of separation. Employees applying for College Credit Educational Assistance reimbursement will be required to sign an agreement to this effect.

### **W. EMPLOYEE ASSISTANCE PROGRAM**

The Village's Employee Assistance Program (EAP) is a *free, confidential service* offered to employees and their eligible dependents. Experienced professionals aid with family, personal, or work-related issues that can affect general well-being and/or work performance. Information, assistance, and support is available in many areas including:

- Emotional Well-being
- Relationships and Family
- Workplace
- Legal and Financial

Please contact the Finance Director in confidence for more information.

---

## **REMOTE WORK POLICY**

Remote work situations are those where work is performed at a location other than in the Village's business offices or on Village premises. Remote work is only permitted if authorized in writing by an employee's Department Head and the Village Manager in advance. The remote work arrangement may be modified, suspended, or discontinued at any time as determined at the discretion of the Village Manager.

Only certain positions are suitable for a remote work arrangement due to business reasons; most Village positions are ineligible due to a need to be present to perform physical job duties and/or to directly communicate with staff, residents, or other persons involved in Village business. If an employee is approved for a remote work arrangement, the following guidelines apply unless otherwise agreed to by the Village Manager:

- The employee must be available during the employee's regular scheduled hours of work for communication through such methods as phone, email, or video conferencing and must respond in a reasonably prompt manner to communication from other Village employees in the same way as they would if they were working on Village premises.
- Schedule changes must be discussed and approved in advance by the employee's supervisor.
- The employee must keep accurate records of all hours worked from any location.
- The employee's duties and responsibilities shall be agreed upon with the Department Head prior to beginning a remote work arrangement.
- Periodic in-person work time, whether at Village premises or other locations such as meetings or conferences, may be required as determined by the Department Head. In such cases, the

employee is responsible for securing reliable transportation, and agreements for reimbursement of travel expenses must be approved in advance, in writing, by the Department Head and the Village Manager.

- Any overtime work must be approved in advance, in writing, by the Department Head for any non-exempt employee.
- The employee must notify their supervisor promptly in the event they experience an injury or illness while working from their remote work location so that all necessary steps are taken to ensure that the remote work site is safe and to retain a record of relevant facts involved in the incident.
- If agreed to by the Village Manager, the Village may provide the employee with a laptop, cell phone, or other equipment or devices necessary for remote work or full or partial reimbursement for such items.
- The employee who works from a remote site will be responsible for acquisition and payment of the following expenses incurred to maintain the remote work arrangement:
  - (a) Maintenance or repairs of computers, phones, and other equipment and electronic devices;
  - (b) Utility and internet costs associated with working at a remote location; and
  - (c) Supplies purchased by the employee (should be requisitioned through the Department Head if used for Village purposes).
- The employee agrees to use electronic equipment that meets all of Village's security requirements. If the Village provides equipment or electronic devices for remote use, the employee agrees to provide a secure location for it and will not use, or allow others to use, such equipment for purposes other than Village business.
- The employee acknowledges that all work product created by the employee is the property of the Village of Hampshire regardless of whether the work product was created or modified on personally-owned or Village-owned equipment and, as such, is subject to FOIA.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

## EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I acknowledge that I received and had an opportunity to read a copy of the Village of Hampshire Employee Handbook. **I understand that this Handbook is solely for the purpose of summarizing the Village's current policies, benefits, and rules, that it is not a contract or enforceable promise or guarantee of any kind, whether of employment or of any specific terms or conditions of employment or procedural rights.** I also understand and acknowledge that any or all portions of this Handbook may be amended or eliminated from time to time. In the event of a conflict between any term of this Handbook and the provision of a union contract, employment agreement or plan document, this Handbook shall be subordinate.

**Please check the appropriate box:**

- I received the acknowledgement form
- I was offered the acknowledgement form but elected not to sign it.

Employee Name (Print)

Employee Signature

Date

### ***Village of Hampshire - Department Head Verification***

By:

Title:

Date:

*A copy of this page must be provided to the employee.*

---

---

## AGENDA SUPPLEMENT

---

---

**TO: President Reid and Village Board**

**FROM: Mark Montgomery, Supervisor of Utilities**

**FOR: May 2, 2024 Village Board Meeting**

**RE: Update – Service Line Material Inventory and Lead Service Line Replacement Plan**

---

**Background.** As a result of Public Act 102-0613, owners and operators of community water supplies are required to develop, implement, and maintain a comprehensive water service line material inventory and lead service line replacement plan.

**Analysis.** The Village’s initial service line material inventory along with the lead service line replacement plan was submitted to the IEPA before the April 15, 2024 deadline. The inventory and plan will continue to be updated and submitted to the IEPA before April 15, 2025 and April 15, 2026.

The inventory began with more than 660 service lines of unknown material. To date, eight services are discovered to have lead: two are on the homeowner side of the b-box and six are on the Village side. At this time, the Village inventory is down to 65 services of unknown material. Thirty of the 65 services have unknown material on the owner's side and 35 have unknown material on the Village side. Village staff will continue to reach out to these owners to schedule inspections to determine their service line material and will pothole the services of unknown material on the Village-owned side to determine the composition of those lines.

Due to reporting requirements, services with unknown material must be designated as “suspected lead” in the inventory. Prior to May 15, 2024, the 65 services designated as “suspected lead” will be notified accordingly as required. It is hoped that this will encourage them to call for more information and an inspection of unknown material lines.

Replacement of the lines will begin in 2027. The initial plan calls to remove 5 per year for 14 years. It is expected that this number will go down as more service lines of unknown material are determined to be non-lead.

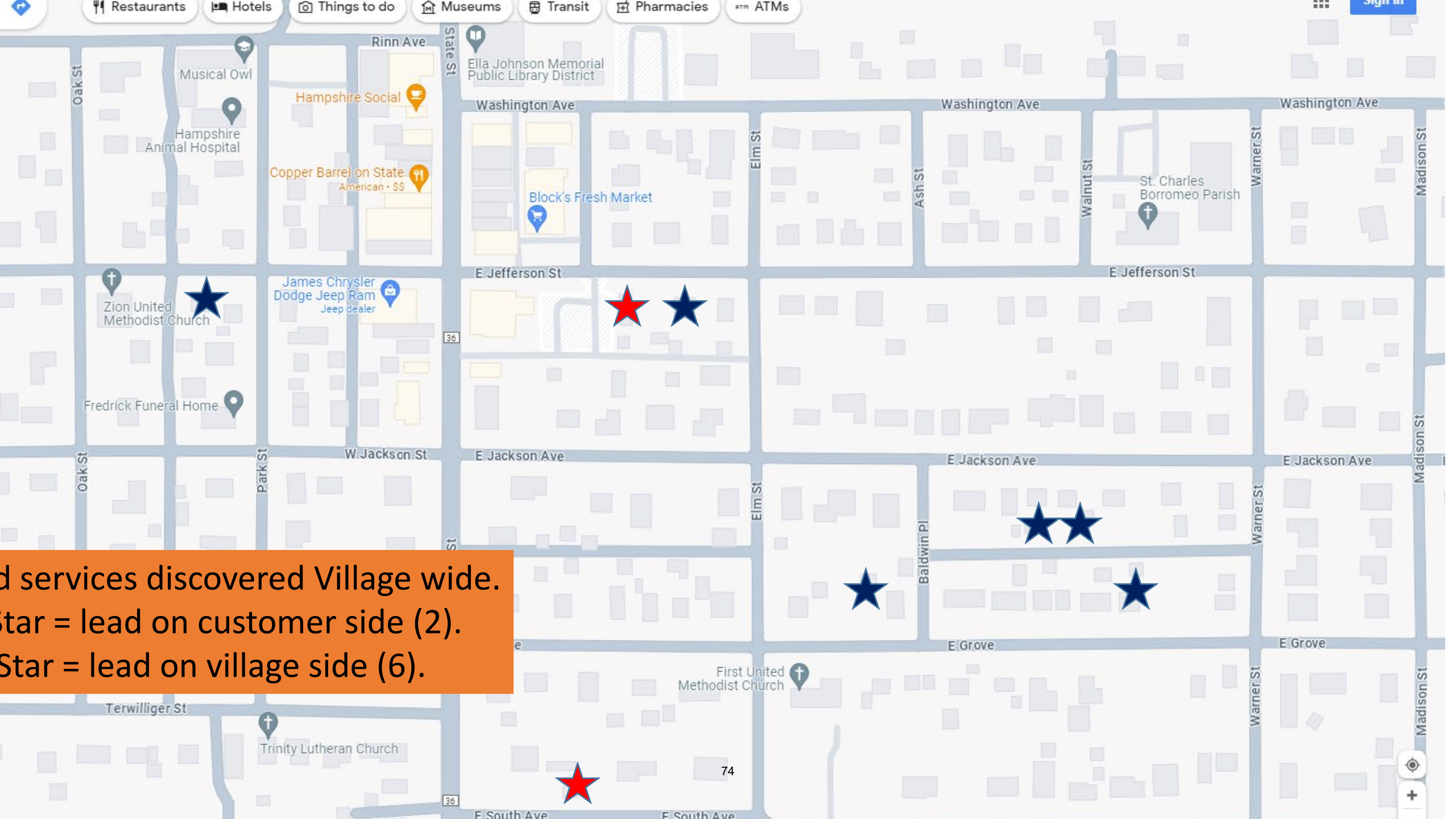
**Recommendation.** No action is requested. This is an informational update only.



# Village of Hampshire Lead Service Line Inventory Results

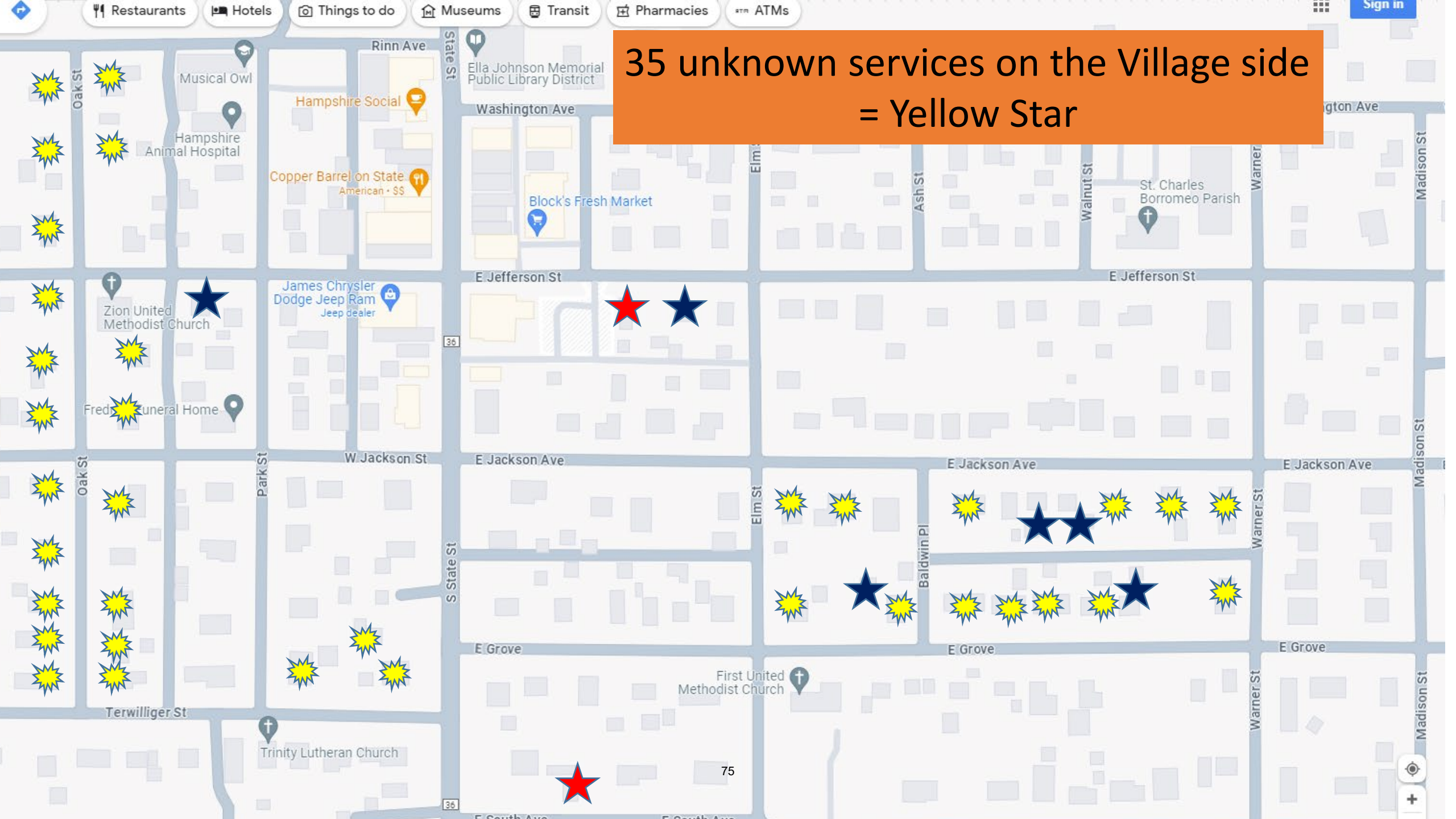
- 8 lead services found Village wide.
  - 2 homeowner side.
  - 6 Village side.
- 65 unknown. \*Unknowns to be designated “Suspected Lead”.
  - Notifications sent out to residents designated “Suspected Lead”.
    - 35 on the Village side.
    - 30 on the homeowner side.

Potholing will be conducted on the Village side unknowns.  
Outreach for inspection on the homeowner side will continue.



Services discovered Village wide.  
Blue star = lead on customer side (2).  
Red star = lead on village side (6).

35 unknown services on the Village side  
= Yellow Star



Baldwin Alley"  
19 Homes.

JACKSON AVE.

Yellow Star = Home with unknown service material on Village side.

Dark Blue Star = Home with Lead Found on Village side.

Service lines in light blue.

8"

Elm St.  
4"

4"

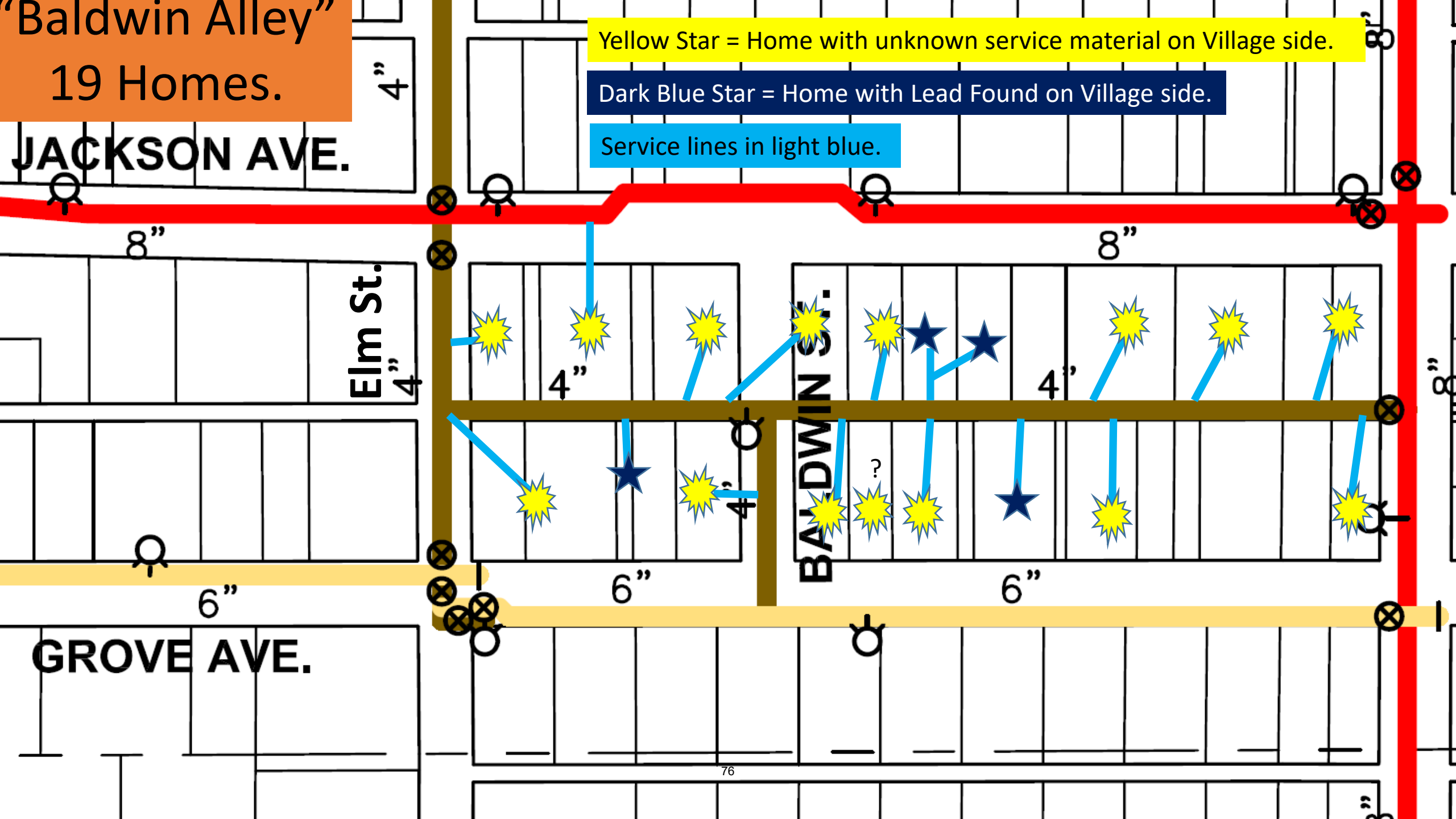
BALDWIN ST.

4"

6"

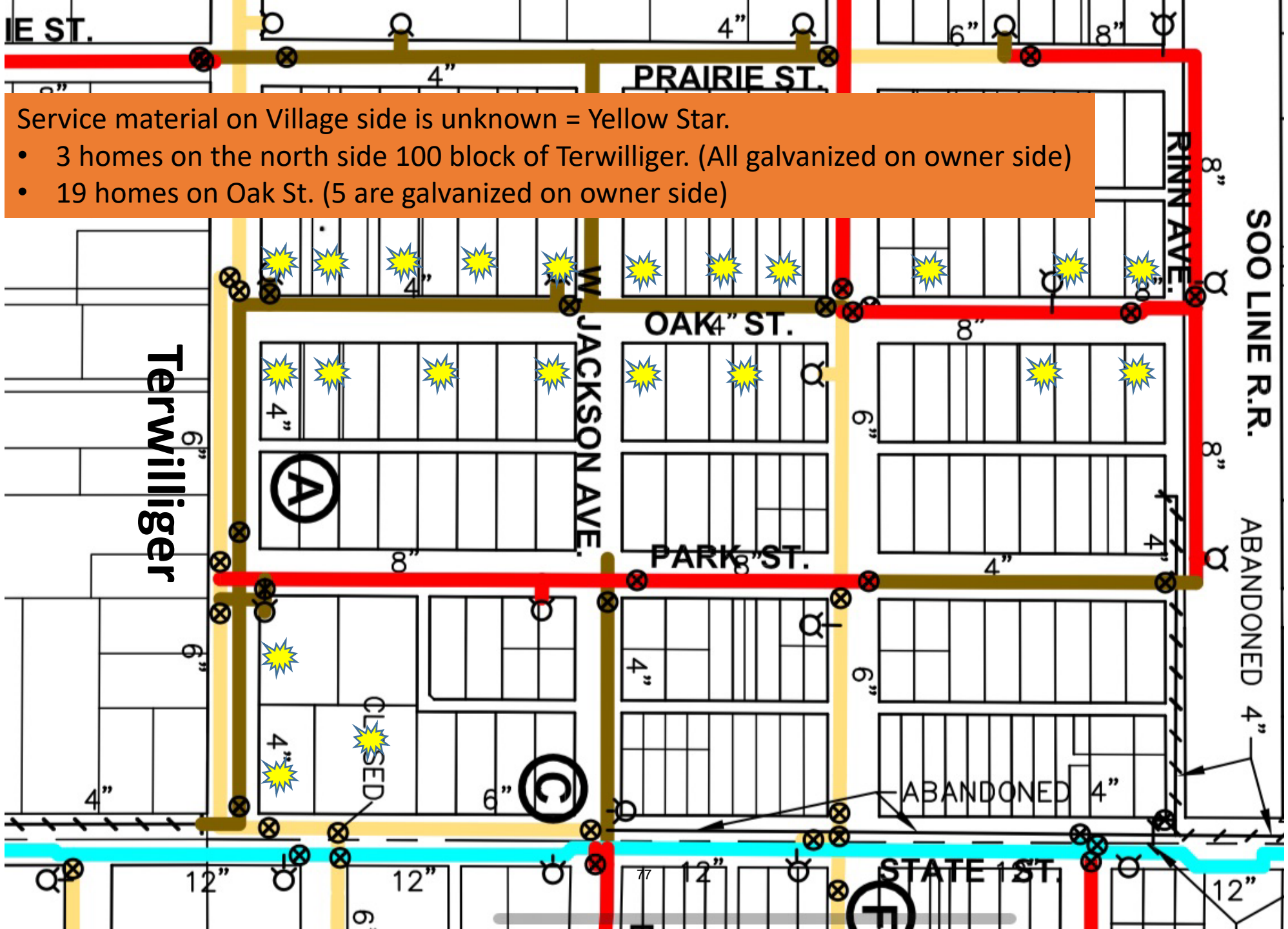
6"

GROVE AVE.



Service material on Village side is unknown = Yellow Star.

- 3 homes on the north side 100 block of Terwilliger. (All galvanized on owner side)
- 19 homes on Oak St. (5 are galvanized on owner side)





Village side. LEAD!

Home owner side.  
Galvanized Requiring Removal!

## IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Dear Water Customer:

4-23-2024

This notice contains important information about your water service and may affect your rights. The water system does not have record of your service line. All service lines that are unknown will be identified as suspected lead service lines. We encourage you to have this notice translated in full into a language you understand and before you make any decisions that may be required under this notice.

Diese Mitteilung beinhaltet wichtige Informationen über Ihre Wasserversorgung und könnte Ihre Rechte beeinflussen. Wir bitten Sie, dass Sie diese Mitteilung vollständig in eine Sprache übersetzen lassen, die Sie verstehen, bevor Sie eventuelle Entscheidungen treffen, welche im Zusammenhang mit dieser Benachrichtigung erforderlich sind.

Ang abisong ito ay naglalaman ng mahalagang impormasyon tungkol sa iyong serbisyo sa tubig at maaaring makaapekto sa iyong mga karapatan. Hinihikayat namin kayo na isalin nang buo ang abisong ito sa wikang naiintindihan ninyo at bago kayo gumawa ng anumang mga desisyon na maaaring kailanganin sa abisong ito.

આ સૂચનામાં તમારી પાણીની સેવા વિશે મહત્વપૂર્ણ માહિતી શામેલ છે અને તમારા અધિકારોને અસર કરી શકે છે. અમે તમને પ્રોત્સાહિત કરીએ છીએ કે તમે આ સૂચના ફેઠળ જરૂરી હોય તેવા કોઈપણ નિર્ણયો લો તે પહેલાં તમે આ સૂચનાને તમે સમજો છો તે ભાષામાં સંપૂર્ણ ભાષાંતર કરો.

Niniejsze zawiadomienie zawiera ważne informacje na temat Państwa przyłącza wodociągowego i może mieć wpływ na Państwa prawa. Przed podjęciem jakichkolwiek decyzji, które mogą być wymagane na mocy niniejszego zawiadomienia, zachęcamy Państwa do przetłumaczenia całości niniejszego zawiadomienia na język, który będzie dla Państwa zrozumiały.

يحتوي هذا الإشعار على معلومات مهمة حول خدمة المياه لديك، وقد يؤثر على حقوقك. قبل اتخاذ أي قرارات قد تكون مطلوبة بموجب هذا الإشعار فإننا نشجعك على ترجمته بالكامل إلى لغة تفهمها.

اس نوٹس میں آپ کی پانی کی سروسز سے متعلق اہم ترین معلومات موجود ہیں اور یہ آپ کے حقوق کو متاثر کر سکتا ہے۔ ہم آپ کو برعیب دیں گے کہ آپ اس نوٹس کا مکمل طور پر اس زبان میں ترجمہ کروائیں جو آپ سمجھتے ہوں اور ممکن ہے کہ آپ کے کوئی فیصلہ لینے سے قبل اس نوٹس کے تحت یہ درکار بھی ہو۔

Este aviso contiene información importante sobre su servicio de agua y puede afectar sus derechos. Lo animamos a que traduzca este aviso a un idioma que comprenda antes de tomar cualquier decisión que pueda ser necesaria en virtud del mismo.

이 통지서에는 귀하의 권리에 영향을 미칠 수 있는 수도 서비스에 관한 중요한 정보가 제시되어 있습니다. 이 통지서에서 요구하는 결정을 내리기 전에 이 통지서를 귀하가 이해할 수 있는 언어로 번역하시기 바랍니다.

本通知包含有关您的供水服务的重要信息，可能会影响到您的权利。在您做出本通知所要求的任何决定之前，我们鼓励您将本通知完整地翻译成您可理解的语言。

# YOU ARE SERVED BY AN UNKNOWN MATERIAL SERVICE LINE THAT MAY CONTAIN LEAD

## Health Effects of Lead

Exposure to lead in drinking water can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can lead to new learning and behavior problems or exacerbate existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these adverse health effects. Adults can have increased risks of heart disease, high blood pressure, kidney, or nervous system problems. The most common exposure to lead is swallowing or breathing in lead paint chips and dust. However, lead in drinking water can also be a source of lead exposure. In the past, lead was used in some water service lines and household plumbing materials. Lead in water usually occurs through corrosion of plumbing products containing lead; however, disruption (construction or maintenance) of lead service lines may also temporarily increase lead levels in the water supply. This disruption may be sometimes caused by water main maintenance/replacement.

**Work on your service line may result in sediment, possibly contains lead from the service line in the building's water.**

Below describes some information about the project and some preventative measures you can take to help reduce the amount of lead in drinking water.

What you can do to reduce lead exposure in drinking water:

- *Run your water to flush out lead.* If the plumbing in your home is accessible; you may be able to inspect your own plumbing to determine whether you have a lead service line or lead solder. Otherwise, you will most likely have to hire a plumber.
  - If you do not have a lead service line, running the water for 1 – 2 minutes at the kitchen tap should clear the lead from your household plumbing to the kitchen tap. Once you have done this, fill a container with water and store it in the refrigerator for drinking, cooking, and preparing baby formula throughout the day.
  - If you do have a lead service line, flushing times can vary based on the length of your lead service line and the plumbing configuration in your home. The length of lead service lines varies considerably. Flushing for at least 3 – 5 minutes is recommended.
- *Use cold water for drinking, cooking, and preparing baby formula.* Do not cook with or drink water from the hot water tap, lead dissolves more easily into hot water. Do not use water from the hot water tap to make baby formula.
- *Look for alternative sources or treatment of water.* You may want to consider purchasing bottled water or a water filter that is certified to remove "total lead".
- *Clean and remove any debris from faucet aerators on a regular basis.*
- *Do not boil water to remove lead. Boiling water will not reduce lead.*
- *Purchase lead-free faucets and plumbing components.*
- *Remove the entire lead service line.*
- **Please Call: Mark Montgomery 847-683-2064 for information on our lead service line replacement program. Including any programs available that may provide financing solutions to assist property owners to replace the customer-owned portion of a lead service line.**
- The supplier must replace the supplier-owned portion of a lead service line when the property owner notifies the supplier that the owner will replace the customer-owned portion of the lead service line.
- *Test your water for lead. Verify your service line.* Please call us to find out how to get your water tested for lead.
- If test results indicate a lead level above 15 ug/L, bottled water should be used by pregnant women, breast-feeding women, young children, and formula-fed infants.





EMBRACE OPPORTUNITY  
HONOR TRADITION

Village President  
Mike Reid, Jr.

Village Trustees  
Heather Fodor  
Aaron Kelly  
Toby Koth  
Lionel Mott  
Laura Pollastrini  
Erik Robinson

## LEAD SERVICE LINE INVENTORY

The Village of Hampshire is compiling a **LEAD SERVICE LINE INVENTORY** to comply with an Illinois EPA mandate. Part of the inventory is determining the material of the privately owned portion (customer – owned portion) of the service line.

Our records are incomplete concerning the material used in the construction of your service line. Because the material of your service line is unknown, it is possible that it may contain **LEAD**. By rule, your home's service material must be listed as "**SUSPECTED LEAD**" in the inventory. Being listed as "Suspected Lead", the village is required to provide you with the attached health notice.

Public works would like to inspect your service line where it comes into your home at the meter location to determine what kind of material it is made of. This will take only a few minutes and is at no cost to you.

Please contact Sean Horne of public works at 1-224-605-1320 or email at [Shorne@hampshireil.org](mailto:Shorne@hampshireil.org) to set up a time to have us inspect your service line.

If you prefer, you can take a picture of your service and text it to 1-224-605-1320. Tell us your address and what the pipe coming into your home is made of (Copper, Galvanized steel, or Lead).

### VILLAGE OF HAMPSHIRE

234 S. State Street, P.O. Box 457, Hampshire, IL 60140-0457  
847-683-2181 phone / 847-683-4915 fax

[hampshireil.org](http://hampshireil.org)



# Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

## Lead Service Line Replacement Plan Checklist

PWS ID No.: IL0890450

Name: Village of Hampshire

### Lead Service Line Replacement Plan Self-Assessment

This section should be completed after your plan has been developed to ensure it meets all sections required by Section 17.12 of the Environmental Protection Act.

Please certify the inclusion of each lead service line replacement requirement and note the location in the appropriate box. Failure to include any required information in the lead service line replacement plan will result in the plan be rejected.

Initials	Location (e.g. Pg. 3 Para. 6)	Please initial each box to confirm that that required section is included in the plan and include the page number and paragraph number for where that information can be found in the plan.	Citation
MM	Pg. 10 Para. 1	The name and identification number of the community water supply.	415 ILCS 5/17.12 (a)(1)
MM	Pg. 10 Para. 4	The number of service lines connected to the distribution system of the community water supply.	415 ILCS 5/17.12 (a)(2)
MM	Pg. 12 Exhibit 2-1	The total number and location of suspected lead service lines connected to the distribution system of the community water supply.	415 ILCS 5/17.12 (a)(3)
MM	Pg. 12 Exhibit 2-1	The total number and location of known lead service lines connected to the distribution system of the community water supply.	415 ILCS 5/17.12 (a)(4)
MM	Pg. 11 Table 2-1	The total number and locations of lead service lines connected to the distribution system of the community water supply that have been replaced since 2020.	415 ILCS 5/17.12 (a)(5)
MM	Pg. 11 Table 2-1	A proposed lead service line replacement schedule that includes one-year, 5-year, 10-year, 15-year, 20-year, 25-year, 30-year goals.	415 ILCS 5/17.12 (a)(6)
MM	Pg. 13 Section 2.4	An analysis of costs and financing options for replacing the lead service lines connected to the community water supply's distribution system.	415 ILCS 5/17.12 (a)(7)
MM	Pg. 13 Para. 3	A detailed accounting of costs associated with replacing lead service lines and galvanized lines requiring replacement.	415 ILCS 5/17.12 (a)(7)(A)
MM	Pg. 13 Para. 5	Measures to address affordability and prevent service shut-offs for customers or ratepayers.	415 ILCS 5/17.12 (a)(7)(B)
MM	Pg. 13 Para. 5	Consideration of different scenarios for structuring payments between the utility and its customers over time.	415 ILCS 5/17.12 (a)(7)(C)
MM	Pg. 13 Para. 7	A plan for prioritizing high risk facilities such as preschools, day care centers, group day care homes, parks, playgrounds, hospitals, and clinics, as well as high-risk areas identified by the community water supply.	415 ILCS 5/17.12 (a)(8)
MM	Pg. 14 Para. 1 & Pg. 15 <input checked="" type="checkbox"/>	A map of the areas where lead service lines are expected to be found and the sequence with which those areas will be inventoried and lead service lines replaced.	415 ILCS 5/17.12 (a)(9)
MM	Pg. 14 Section 2.7	Measures for how the community water supply will inform the public of the plan and provide opportunity for public comment.	415 ILCS 5/17.12 (a)(10)
MM	Pg. 14 Section 2.8.1	Measures to encourage diversity in hiring in the workforce required to implement the plan as identified under subsection (n).	415 ILCS 5/17.12 (a)(11)
MM	Pgs. 16-17 Section 2.8 <input checked="" type="checkbox"/>	Procedure for conducting full lead service line replacement.	40 CFR 141.84 (b)(2)
MM	Pg. 16 Section 2.8.2	Procedure for informing customers before a lead service line replacement and flushing directions to remove particulate lead from service lines and premise plumbing.	40 CFR 141.84 (b)(3), 40 CFR 141.84 (b)(5)

Please include a copy of this checklist when submitting the Lead Service Line Replacement Plan to the Illinois EPA.



# Initial Lead Service Line Replacement Plan

---

Village of Hampshire  
April 2024



**EMBRACE OPPORTUNITY**

**HONOR TRADITION**

This Initial Lead Service Line Replacement Plan is based on the best available information at the time of its writing. It is recognized that, based on the requirements of the Lead Service Line Replacement and Notification Act, the Community Water System will have the opportunity to update the Plan in 2025 and 2026, prior to submitting the Final Lead Service Line Replacement Plan, which is due before April 15, 2027.

# TABLE OF CONTENTS

- 1 Background ..... 5
  - 1.1 History of Lead Pipes in Household Plumbing..... 5
  - 1.2 Regulatory Background ..... 5
  - 1.3 Material Inventory (Subsections (g) and (h) of the LSLRNA)..... 6
  - 1.4 Lead Service Line Replacement Plan (Subsections (p) and (q) of the LSLRNA)..... 7
- 2 Lead Service Line Replacement Plan ..... 10
  - 2.1 Overview of the Community Water System ..... 10
  - 2.2 Material Inventory Summary, Subsection (q)(1) – (5) ..... 10
  - 2.3 LSL Replacement Goals, Subsection (q)(6) ..... 11
  - 2.4 Financial Analysis, Subsection (q)(7) ..... 13
  - 2.5 Prioritizing High Risk Facilities, Subsection (q)(8) ..... 13
  - 2.6 Service Line Replacement Map, Subsection (q)(9) ..... 14
  - 2.7 Public Engagement, Subsections (q)(10) and (p)(5)..... 14
  - 2.8 Construction, Subsection (q)(11)..... 14
    - 2.8.1 *Measures to Encourage Diversity in Hiring in the Workforce, Subsections (n) and (q)(11)*..... 14
    - 2.8.2 *Procedures for Conducting Lead Service Line Replacement* ..... 16

## LIST OF EXHIBITS

- Exhibit 1-1. Typical Water Service Components..... 7
- Exhibit 2-1. Service Line Material Inventory Map..... 12
- Exhibit 2-2. Lead Service Line Inventory Map ..... 15

## LIST OF TABLES

- Table 2-1. Schedule for Lead Service Line Replacement..... 11

Appendix A LSLRNA Regulation

INITIAL LEAD SERVICE LINE REPLACEMENT PLAN

Village of Hampshire

ACKNOWLEDGEMENTS

**Village President**

Mike Reid, Jr.

**Trustee** Heather Fodor

**Trustee** Aaron Kelly

**Trustee** Toby Koth

**Trustee** Lionel Mott

**Trustee** Laura Pollastrini

**Trustee** Erik Robinson

**Village Manager**

Jay Hedges

**Village Clerk**

Karen Stuehler

**Village Engineer**

Tim Paulson

**Utilities Supervisor**

Mark Montgomery

*The development of the Initial Lead Service Line Replacement Plan was a joint effort by Village Staff and EEI.*

### ***Abbreviations and Acronyms***

ANSI	American National Standards Institute
CDC	Centers for Disease Control and Prevention
CWS	Community Water System
DBE	Disability-Owned Business Enterprise
GIS	Geographic Information System
IDPH	Illinois Department of Public Health
IEPA	Illinois Environmental Protection Agency
LCR	Lead and Copper Rule
LSL	Lead Service Line
LSLR	Lead Service Line Replacement
LSLRNA	Lead Service Line Replacement and Notification Act
MBE	Minority Business Enterprise
NSF	National Science Foundation
PPB	Parts per Billion
SDWA	Safe Drinking Water Act
SLSL	Suspected Lead Service Line
USEPA	United States Environmental Protection Agency
WBE	Women's Business Enterprise

## 1 Background

### 1.1 History of Lead Pipes in Household Plumbing

Lead pipes were commonly used in homes built in the early 20th century, as lead was a less expensive and more durable option than iron. Concerns about lead poisoning contributed to the creation of the United States Environmental Protection Agency's (USEPA) Safe Drinking Water Act (SDWA) in 1986. The SDWA prohibited the use of pipes, solder or flux that were not "lead free" in public water systems or plumbing in facilities providing water for human consumption. At the time, "lead free" was defined as solder and flux with no more than 0.2% lead and pipes with no more than 8% lead content.

In 1991, the USEPA published the Lead and Copper Rule (LCR). This regulation set guidelines for the concentration of lead and copper permitted in public drinking water by collecting regular samples of the consumer's tap. The LCR established an action level of 15.0 parts per billion (ppb) for lead based on the 90th percentile level of tap water samples. This means that no more than 10 percent of samples can be above the action level. The action level is the concentration of lead in tap water which, if exceeded, triggers treatment or other requirements that a water system must follow. The USEPA further enacted the Revised Lead and Copper Rule Revisions in 2021 which established a trigger level of 10 ppb based on the 90th percentile of tap water samples to jumpstart lead mitigation earlier through corrosion control, and aimed for 100% lead pipe replacement through the development of lead service line inventories. In addition, in late 2023 the USEPA proposed the Lead and Copper Rule Improvements, which, among other mandates, lowers the action level to 10.0 ppb for lead based on the 90th percentile level of samples.

### 1.2 Regulatory Background

Responding to concerns of lead in drinking water, in 2017 the Illinois General Assembly passed Public Act 99-0922. Among requirements such as a mandate to test for lead in drinking water supplied to schools, this created a statewide service line material inventory database that required community water systems (CWSs) to inventory their service lines and submit the inventory to the Illinois Environmental Protection Agency (IEPA) annually until the inventory is complete.

In 2021, the Illinois General Assembly further declared that there is no safe level of exposure to lead, as found by the United States Environmental Protection Agency and the Centers for Disease Control and Prevention, and that water service lines composed of lead can transmit the harmful substance to the drinking water supply. According to the 2018 Service Line Material Inventory published by the IEPA, the State of Illinois was estimated to have over 680,000 known lead-based service lines still in operation. The General Assembly concluded that for the general health, safety and welfare of its residents, all lead service lines in Illinois should be removed from drinking water supplies.

As a result, the General Assembly passed the Lead Service Line Replacement and Notification Act (LSLRNA) (Public Act 102-0613), and Governor Pritzker signed the Act with an effective date of January 1, 2022. The complete Act can be found in Appendix A. The purpose of the Act is to require the owners and operators of community water supplies to:

- develop, implement, and maintain a comprehensive water service line material inventory and lead service line replacement plan;
- provide notice to occupants of potentially affected buildings before any construction or repair work on water mains or lead service lines and request access to potentially affected buildings before replacing lead service lines; and,
- prohibit partial lead service line replacements, except as authorized by the Act.

### 1.3 Material Inventory (Subsections (g) and (h) of the LSLRNA)

The LSLRNA requirements for the comprehensive water service line material inventory include the identification of:

- (1) the total number of service lines connected to the community water supply's distribution system;
- (2) the materials of construction of each service line connected to the community water supply's distribution system;
- (3) the number of suspected lead service lines that were newly identified in the material inventory for the community water supply after the community water supply last submitted a service line inventory to the Agency; and
- (4) the number of suspected or known lead service lines that were replaced after the community water supply last submitted a service line inventory to the Agency, and the material of the service line that replaced each lead service line.

When identifying the materials of construction under paragraph (2) above, the owner or operator of the community water supply shall to the best of the owner's or operator's ability identify the type of construction material used on the customer's side of the curb stop, meter, or other line of demarcation and the community water supply's side of the curb stop, meter, or other line of demarcation (see Exhibit 1-1).

In addition, the LSLRNA requires the owner or operator of a community water supply to:

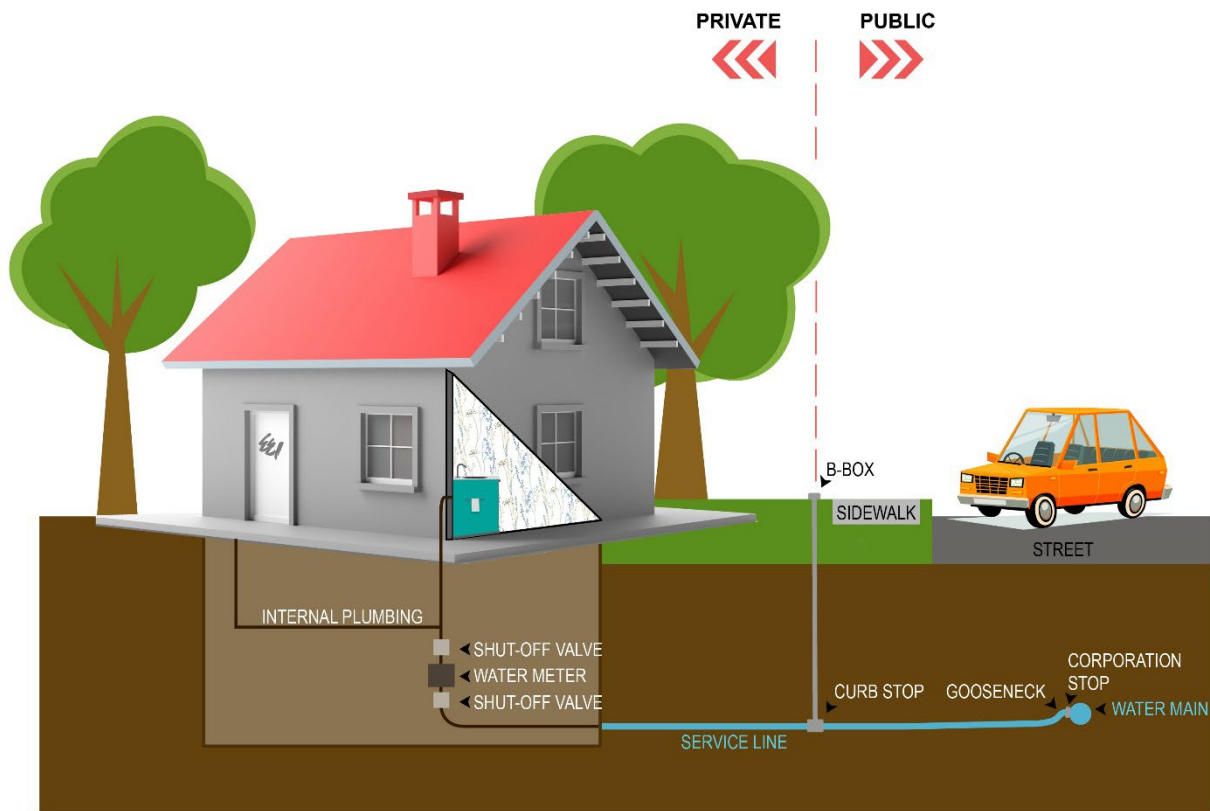
- (1) prioritize inspections of high-risk areas identified by the community water supply and inspections of high-risk facilities, such as preschools, day care centers, day care homes, group day care homes, parks, playgrounds, hospitals, and clinics, and confirm service line materials in those areas and at those facilities;
- (2) review historical documentation, such as construction logs or cards, as-built drawings, purchase orders, and subdivision plans, to determine service line material construction;
- (3) when conducting distribution system maintenance, visually inspect service lines and document materials of construction;



- (4) identify any time period when the service lines being connected to its distribution system were primarily lead service lines, if such a time period is known or suspected; and
- (5) discuss service line repair and installation with its employees, contractors, plumbers, other workers who worked on service lines connected to its distribution system, or all the above.

**Exhibit 1-1. Typical Water Service Components**

Relative components of water service from the main to the internal water piping.



©Engineering Enterprises Inc. January 2024

**1.4 Lead Service Line Replacement Plan (Subsections (p) and (q) of the LSLRNA)**

The LSLRNA also requires every owner or operator of a community water supply that has known or suspected lead service lines to:

- (1) create a plan to:

- (A) replace each lead service line connected to its distribution system; and
  - (B) replace each galvanized service line connected to its distribution system, if the galvanized service line is or was connected downstream to lead piping; and,
- (2) electronically submit, by April 15, 2024, its initial lead service line replacement plan to the Agency;
  - (3) electronically submit by April 15 of each year after 2024 until April 15, 2027, an updated lead service line replacement plan to the Agency for review; the updated replacement plan shall account for changes in the number of lead service lines or unknown service lines in the material inventory;
  - (4) electronically submit by April 15, 2027, a complete and final replacement plan to the Agency for approval; the complete and final replacement plan shall account for all known and suspected lead service lines documented in the final material inventory; and
  - (5) post on its website a copy of the plan most recently submitted to the Agency or may request that the Agency post a copy of that plan on the Agency's website.

The lead service line replacement plan must include the following:

- (1) the name and identification number of the community water supply;
- (2) the total number of service lines connected to the distribution system of the community water supply;
- (3) the total number of suspected lead service lines connected to the distribution system of the community water supply;
- (4) the total number of known lead service lines connected to the distribution system of the community water supply;
- (5) the total number of lead service lines connected to the distribution system of the community water supply that have been replaced each year beginning in 2020;
- (6) a proposed lead service line replacement schedule that includes one-year, 5-year, 10-year, 15-year, 20-year, 25-year, and 30-year goals;
- (7) an analysis of costs and financing options for replacing the lead service lines connected to the community water supply's distribution system, which shall include, but shall not be limited to:
  - (A) a detailed accounting of costs associated with replacing lead service lines and galvanized lines that are or were connected downstream to lead piping;
  - (B) measures to address affordability and prevent service shut-offs for customers or ratepayers; and

- (C) consideration of different scenarios for structuring payments between the utility and its customers over time; and
- (8) a plan for prioritizing high-risk facilities, such as preschools, day care centers, day care homes, group day care homes, parks, playgrounds, hospitals, and clinics, as well as high-risk areas identified by the community water supply;
- (9) a map of the areas where lead service lines are expected to be found and the sequence with which those areas will be inventoried and lead service lines replaced;
- (10) measures for how the community water supply will inform the public of the plan and provide opportunity for public comment; and,
- (11) measures to encourage diversity in hiring in the workforce required to implement the plan.

## 2 Lead Service Line Replacement Plan

### 2.1 Overview of the Community Water System

The Village of Hampshire (CWS ID No. IL0890450) provides water to approximately 7,800 residential and business customers. The source of the Village's drinking water is water from a deep sandstone aquifer, the Ironton-Galesville. Based on 2021 data, the Village pumped an average of 814,000 gallons of water per day supplied by three wells and two water treatment plants which use cation exchange as their main method of treatment. The Village also adds chlorine, fluoride, and polyphosphate to the finished water, the latter of which has been added since at least 1992 to inhibit corrosion, scale, and biofilm, and reduce lead and copper levels in the distribution system.

The Village's distribution system consists of four elevated water storage tanks with a storage capacity of four million gallons. In addition to the storage tanks, the Village also maintains two booster pump stations, four pressure zones, 58 miles of water main, 835 fire hydrants, 780 valves, and over 3,000 water meters.

Although the Village of Hampshire was incorporated in 1876 and its public water supply was established in 1902, significant residential development did not begin until around the 1940s. The Village of Hampshire was of modest size even as recently as 1990 with a population of 1,843 as reported by the US Census. During the 1990s, however, its population began to grow significantly so most of the homes and buildings within Village limits were constructed after lead service lines were prohibited by Congress in 1986. Therefore, it would seem that the central and oldest section of the Village in the downtown area contains the service lines that are most likely to require replacement. Even then, inspection of construction records from the homes constructed around and after 1940 indicate that copper service lines were utilized for the great majority of those homes, leaving the Village of Hampshire with a minimum of service lines to replace.

### 2.2 Material Inventory Summary, Subsection (q)(1) – (5)

The Village has completed and submitted the required material inventory to the IEPA every year when submittal was mandatory. The Village has continually reviewed historical documentation, as-built drawings, subdivision plans, and made observations in the field to determine service line material construction. Thus, the accuracy and detail of the inventory has improved over time, especially over 2022 and 2023 when the Village made a concerted effort to determine materials of construction through a homeowner questionnaire, visual inspection, and potholing strategic locations when unable to obtain information through other means. Through such efforts, the Village has been able to drastically reduce its number of known and suspected lead services. As a result, as of the time of LSL reporting, the Village has determined that there are just 8 known lead service lines and 61 suspected lead service lines, out of 3,001 services.

The Village utilizes the IEPA's Service Line Material Inventory Template as the basis for its service line material inventory. The most current version of the Village's service line material inventory is posted on the Village's website here: <https://www.hampshireil.org/lslr>. The Village also maps its material inventory with a geographic information system (GIS) in the IEPA

classifications of Non-Lead, Lead, and Suspected Lead, which is also displayed on the website. The most current map is shown as Exhibit 2-1.

### 2.3 LSL Replacement Goals, Subsection (q)(6)

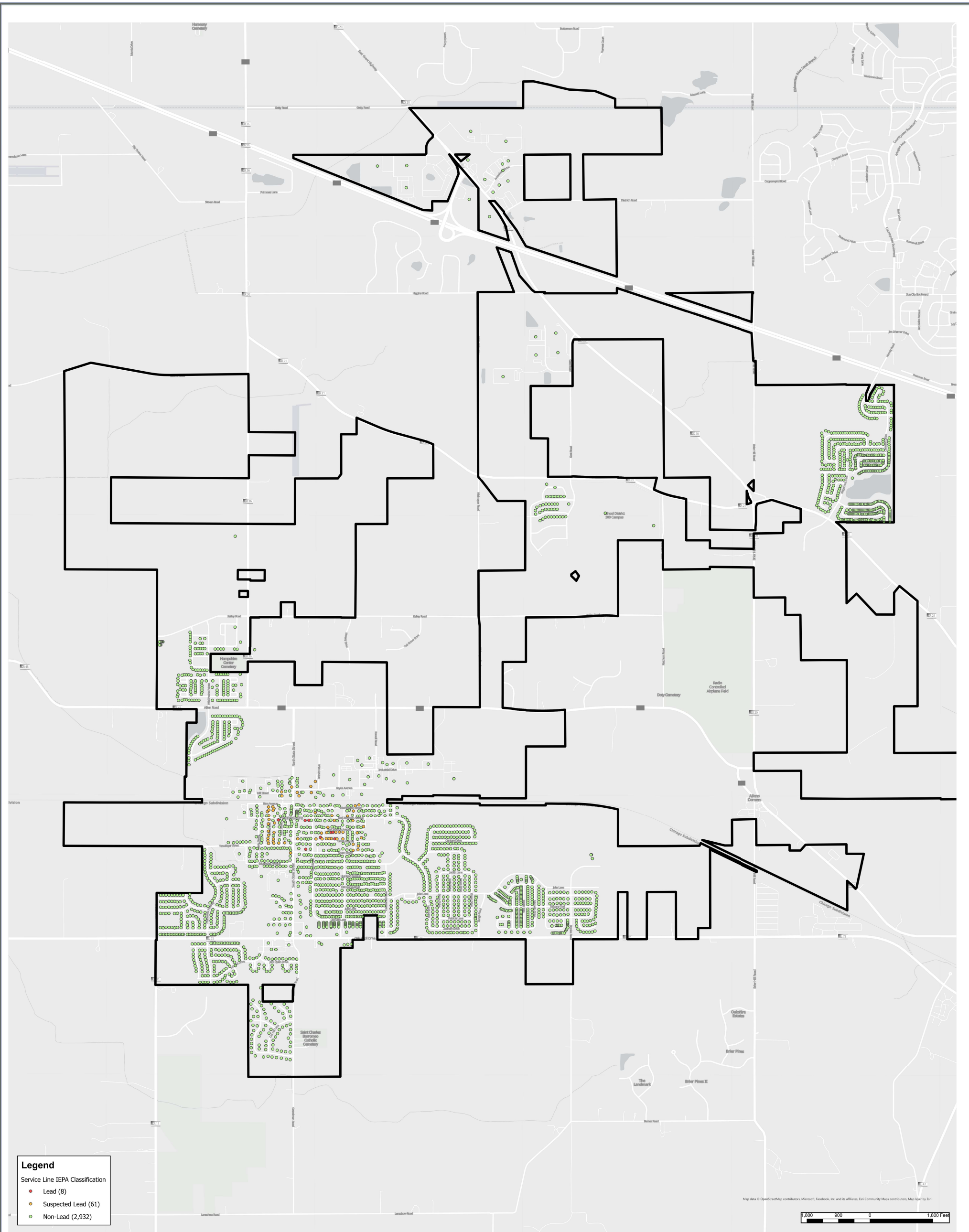
The Village has developed a plan for replacing the known and suspected LSLs connected to the Village’s distribution system as presented in Table 2-1. The table lists the number of service lines either already replaced or expected to be replaced starting in 2020 as required by the Act. The number of known lead service lines (LSLs) and suspected lead service lines (SLSLs) requiring replacement in the Village’s material inventory as of April 2024 was 69. The Village plans to replace as many of the service lines requiring replacement in conjunction with water main replacement projects as possible. In addition, the Village will also take the next two and a half years to further investigate service line materials on the public and private side. As such projects often take time to plan, fund, and construct, and assuming a worst-case scenario wherein all unknown services are lead, for the purposes of this report it is assumed there will be 69 known and suspected LSLs at the end of 2026.

**Table 2-1. Schedule for Lead Service Line Replacement**

Planned replacement of Lead Service Lines and Suspected Lead Service Lines to meet the regulatory requirement to replace 7% of LSLs per year beginning in 2027.

Years After Final Plan	Reporting Year	Submittal Date	Number of LSLs and SLSLs		
			Beginning	Replaced	Ending
	2020	4/15/2021	69	0	69
	2022	4/15/2023	69	0	69
	2023	4/15/2024	69	0	69
	2024	4/15/2025	69	0	69
	2025	4/15/2026	69	0	69
	2026	4/15/2027	69	0	69
<b>1</b>	2027	4/15/2028	69	5	64
<b>2</b>	2028	4/15/2029	64	5	59
<b>3</b>	2029	4/15/2030	59	5	54
<b>4</b>	2030	4/15/2031	54	5	49
<b>5</b>	2031	4/15/2032	49	5	44
<b>6</b>	2032	4/15/2033	44	5	39
<b>7</b>	2033	4/15/2034	39	5	34
<b>8</b>	2034	4/15/2035	34	5	29
<b>9</b>	2035	4/15/2036	29	5	24
<b>10</b>	2036	4/15/2037	24	5	19
<b>11</b>	2037	4/15/2038	19	5	14
<b>12</b>	2038	4/15/2039	14	5	9
<b>13</b>	2039	4/15/2040	9	5	4
<b>14</b>	2040	4/15/2041	4	4	0

Note: Italicized numbers are planned



**Legend**  
 Service Line IEPA Classification  
 ● Lead (8)  
 ● Suspected Lead (61)  
 ● Non-Lead (2,932)

Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Mapbox by Esri  
 1,800 900 0 1,800 Feet

**Engineering Enterprises, Inc.**  
 52 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-6700  
 www.eeiweb.com



**Village of Hampshire**  
 234 South State Street  
 P.O. Box 457  
 Hampshire, IL 60140-0457  
 www.hampshireil.org

DATE: APRIL 2024  
 PROJECT NO.: HA2319  
 BY: MJT  
 PATH: HGIS\PUBLIC\HAMPSHIRE\HA2319  
 FILE: HA2319\_EnR01 2-1 Map of Inventory

**LSLR PROGRAM**

**EXHIBIT 2-1 MAP OF INVENTORY**



Because the Village estimates it will have fewer than 1,200 lead services at the end of 2026, according to the requirements of the Act in Subsection (v) the Village will be required to replace at least 7% of their LSLs beginning in 2027. This requirement equates to the Village replacing 5 LSLs minimum per year (approximately 7% of 69) for 13 years and four LSLs in the 14<sup>th</sup> year, although the Village will most likely accelerate the replacement schedule once the water main replacement projects are further developed or the number of known and suspected LSLs decreases as a result of further investigation. A map showing the location of the service lines to be replaced is available under Section 2.6.

## 2.4 Financial Analysis, Subsection (q)(7)

There are several factors that control the cost associated with replacing lead service lines including cost of materials, construction methods, extents of replacement, availability of qualified contractors, demand, and competition. Although these factors will certainly change over the next 15 years, the Village has made a good faith effort to estimate the cost of replacing lead service lines. Recognizing the uncertainty of future costs warrants adding a contingency to the cost estimates. The uncertainty in estimating future costs is relatively high, so it is recommended that a 10% contingency is added to the best estimate of cost.

The Village has developed the following estimated costs for lead service line replacement:

- Public side (water main to curb stop): \$5,000 to \$7,500
- Private side (curb stop to water meter): \$4,500 to \$7,000

The public side of forty-two (42) possible lead service line replacements (LSLRs), totaling an estimated \$315,000, will more than likely be broken out over multiple projects associated with water main replacement or as LSLR-specific projects. The methods for financing the public side of LSL replacements are still under discussion, but estimated costs have been incorporated into a recently-completed water system master plan and a water rate study that was completed in conjunction with the master plan.

The private side of thirty-six (36) LSLRs, totaling an estimated \$252,000, will be the responsibility of the customer to replace. The Village is in the process of determining its policy on private-side replacements in order to address affordability concerns for its customers, including structured payments from the customer to the utility for the replacement if the customer utilizes the Village's contractor.

## 2.5 Prioritizing High Risk Facilities, Subsection (q)(8)

The Village recognizes that some facilities, such as preschools, day care centers, day care homes, group day care homes, parks, playgrounds, hospitals, and clinics, may represent an increase in lead exposure to children, who are the most susceptible to the effects of lead. According to the Center for Disease Control and Prevention, children less than six years old are at a higher risk of lead exposure. This is because their bodies are rapidly developing and more susceptible to taking in lead if exposed.

Although the Village has sought to identify lead service lines that serve such facilities, to date the Village has not identified any such facilities as having lead service lines.

## 2.6 Service Line Replacement Map, Subsection (q)(9)

The map presented as Exhibit 2-2 shows the approximate locations of LSLs and SLSLs to be replaced. The Village is in the process of determining the sequence of areas to be replaced because most will be replaced in conjunction with the replacement of water main. Sequencing will depend on many factors, including but not limited to the priority of mains to be replaced, planned street resurfacing projects, available funding, and bundling LSLR areas together to ensure projects are cost-effective and efficient. The Village is working on developing criteria for efficient and equitable replacements.

## 2.7 Public Engagement, Subsections (q)(10) and (p)(5)

The Lead Service Line Replacement Plan will be presented to the Village Board during a regular Village Board meeting, currently planned for April 18, 2024. The Plan will be included in the meeting agenda packet and residents will be given an opportunity to comment on the Plan during the meeting.

In addition, the Village will post the Plan on its website. The posting will provide instructions on how residents can submit comments regarding the Plan to the Village. Comments received will be considered during the implementation or future updates of the Plan.

## 2.8 Construction, Subsection (q)(11)

The Village has not replaced any LSLs thus far, so it does not have past experience to draw upon in the setting of construction policies and procedures. It can, however, obtain information from neighboring communities, and modify those policies and procedures as replacements begin and through its own experience. Thus, the policies laid out in this plan are in draft form at best.

### 2.8.1 Measures to Encourage Diversity in Hiring in the Workforce, Subsections (n) and (q)(11)

The Village will make a good faith effort to use contractors and vendors owned by minority persons (minority-owned business, MBE), women (woman-owned business, WBE), and persons with a disability (disabled-owned business, DBE) for a minimum of 20% of the total contracts [11% MBE, 7% WBE, and 2% DBE] awarded, following the procedures in Subsection (n).

The Village's good faith effort will be demonstrated by soliciting through reasonable and available means the interest of certified businesses, providing them with information regarding the project(s), meeting in good faith with the certified businesses that have submitted bids, using available services to provide assistance in the recruitment of certified businesses, and making efforts to use appropriate forums for purposes of advertising subcontracting opportunities suitable for certified businesses.

Furthermore, the Village will collect data on its efforts and the usage of disadvantaged businesses no less than semi-annually, and include the information in its annual Owner's Progress Report.





## 2.8.2 Procedures for Conducting Lead Service Line Replacement

Prior to replacement, the Village will provide fliers or door hangers to all impacted residents that states a temporary water shutoff will be occurring as a result of LSLR work, which includes contact information for the resident engineer and an employee from Public Works should the homeowner have any questions.

When conducting LSLR, the Village's contractor will utilize one of the three common methods: open cut excavation, trenchless methods, or lead extraction. The exact method of replacement will vary depending on site constraints or available equipment. Whenever possible, the Village will avoid open cut excavation and opt for a less disruptive method such as trenchless or pipe pulling/pipe splitting. Open cut excavation will be considered a last resort option after all other methods have been exhausted.

In the event of an emergency repair where a partial service replacement is being completed (either main to curb stop or curb stop to meter) and lead is discovered on the other side of the service, additional measures must be taken to ensure compliance with Illinois regulations. Currently, regulations do not allow for partial replacements, so if the remainder of the lead service to be removed is on the private side, the resident will either have to allow for the replacement of the private side of the service or sign a waiver indicating they are opting out of the program. Removal of the remaining lead service line must be completed within 30 days of the initial repair or partial replacement of the lead service line. The Village will also supply the resident with drinking water filters certified to NSF/ANSI 53 and NSF/ANSI 42 standards for the reduction of lead and particulate and instructions on flushing the lines post-construction.

After the replacement of the lead service, the line is properly flushed, the resident is notified of restoration, and any landscaping restoration services as necessary are completed. Notification must also be provided to the Illinois Department of Public Health (IDPH) if a full lead service line replacement could not be completed due to refusal of entry or denial by the property owner.

More detailed information on the three methods of LSLR replacement is as follows:

### 2.8.2.1 Open Cut Excavation

Open cut excavation is a conventional approach that requires the saw cutting and/or breaking of service materials and excavation of soil from the corporation stop at the water main along the entire length of the service line to be replaced. In this technique, precautions must be taken since other underground utilities may not have been properly located. The excavation equipment employed in the open-cut replacement method should be appropriately scaled to accommodate the entire depth of the hole. Safety measures should be implemented concerning both the resident's property and any nearby pedestrian and/or vehicular traffic. Upon proper exposure and identification of the service line, the existing pipe is disconnected from the main as well as the private side of the connection. The new service line properly connected to the main and private side and the new material should meet the requirements of the Safe Drinking Water Act and other federal regulations for potable water systems. Select bedding and/or designated fill material, in conjunction with the surface treatment, is placed to comply with all applicable requirements. The new service line placement should reduce or eliminate the possibility of settling beyond the allowable limit along the excavation path.

### 2.8.2.2 Trenchless Drilling

A trenchless lead service line replacement involves the use of equipment to install a new service line in a new location while abandoning the old pipe in place in the ground. Trenchless methods require minimal excavation, and typically only two access pits are required to be excavated: one at the water main to make the new connection, and one at the property line to install the new curb stop. Additional access pits may be required, but typically excavation is kept to a minimum and no open cutting is required along the new service line. In order to accomplish this, various machines can be used including horizontal directional drills, where a machine drills the path of the new water service from the point of connection through the foundation, or a pneumatic hammer where the machine creates pulses to move underground creating the path for the new water service. With both of these machines, the new water service pipe is pulled back through the new path to set the service in place. Soil conditions may dictate which machine is viable, and open cutting may be required if bedrock is encountered. Trenchless methods are not viable options in every service line replacement instance.

### 2.8.2.3 Lead Extraction

An additional method of replacing lead service lines without cutting an open trench is lead extraction, otherwise known as pipe pulling or pipe splitting. Pipe pulling removes and extracts the existing pipe while simultaneously replacing it with a new pipe, and pipe splitting leaves the existing pipe in the ground but enables the new pipe to be installed along the original route as it splits open the original pipe. Both methods require access pits to be excavated at the curb stop and the water main and also for the service line to be disconnected at the point of replacement. A cable is fed through the existing service line and a mechanical device is attached to the cable at one end. For pipe pulling, the mechanical device serves as an anchor and the lead pipe is removed from the ground when the cable is pulled. New replacement pipe is attached to the mechanical device and pulled into the ground simultaneously. With pipe splitting, the mechanical device attaches to the replacement pipe and the cable pulls the new pipe within the old one, splitting it open and depositing the new pipe along the original route. These methods are easy to use and less invasive, but soil conditions and pipe conditions such as bends or encrustation can act as impediments to straightforward replacement.



## ***APPENDIX A***

# ***Lead Service Line Replacement and Notification Act***

## Public Act 102-0613

Section 1. This Act may be referred to as the Lead Service Line Replacement and Notification Act.

Section 5. The Department of Commerce and Economic Opportunity Law of the Civil Administrative Code of Illinois is amended by adding Section 605-870 as follows:

(20 ILCS 605/605-870 new)

Sec. 605-870. Low-income water assistance policy and program.

### Subsection (a)

The Department shall by rule establish a comprehensive low-income water assistance policy and program that incorporates financial assistance and includes, but is not limited to, water efficiency or water quality projects, such as lead service line replacement, or other measures to ensure that residents have access to affordable and clean water. The policy and program shall not jeopardize the ability of public utilities, community water supplies, or other entities to receive just compensation for providing services. The resources applied in achieving the policy and program shall be coordinated and efficiently used through the integration of public programs and through the targeting of assistance. The rule or rules shall be adopted within 180 days after receiving an appropriation for the program.

### Subsection(b)

Any person who is a resident of the State and whose household income is not greater than an amount determined annually by the Department may apply for assistance under this Section in accordance with rules adopted by the Department. In setting the annual eligibility level, the Department shall consider the amount of available funding and may not set a limit higher than 150% of the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2).

### Subsection (c)

Applicants who qualify for assistance under subsection (b) shall, subject to appropriation from the General Assembly and availability of funds by the Department, receive assistance as provided under this Section. The Department, upon receipt of moneys authorized under this Section for assistance, shall commit funds for each qualified applicant in an amount determined by the Department. In determining the amounts of assistance to be provided to or on behalf of a qualified applicant the Department shall ensure that the highest amounts of assistance go to households with the greatest water costs in relation to household income. The Department may consider factors such as water costs, household size, household income, and region of the State when determining individual household benefits. In adopting rules for the administration of this Section, the Department shall ensure that a minimum of one-third of the funds for the program are available for benefits to eligible households with the lowest incomes and that elderly households, households with persons with disabilities, and households with children under 6 years of age are offered a priority application period.

### Subsection (d)

Application materials for the program shall be made available in multiple languages.

Section 10. The State Finance Act is amended by adding Section 5.938 as follows:

(30 ILCS 105/5.938 new)

Sec. 5.938. The Lead Service Line Replacement Fund.

Section 15. The Environmental Protection Act is amended by adding Section 17.12 as follows:

(415 ILCS 5/17.12 new)

Sec. 17.12. Lead service line replacement and notification.

Subsection (a)

The purpose of this Act is to: (1) require the owners and operators of community water supplies to develop, implement, and maintain a comprehensive water service line material inventory and a comprehensive lead service line replacement plan, provide notice to occupants of potentially affected buildings before any construction or repair work on water mains or lead service lines, and request access to potentially affected buildings before replacing lead service lines; and (2) prohibit partial lead service line replacements, except as authorized within this Section.

Subsection (b)

The General Assembly finds and declares that:

- (1) There is no safe level of exposure to heavy metal lead, as found by the United States Environmental Protection Agency and the Centers for Disease Control and Prevention.
- (2) Lead service lines can convey this harmful substance to the drinking water supply.
- (3) According to the Illinois Environmental Protection Agency's 2018 Service Line Material Inventory, the State of Illinois is estimated to have over 680,000 lead-based service lines still in operation.
- (4) The true number of lead service lines is not fully known because Illinois lacks an adequate inventory of lead service lines.
- (5) For the general health, safety and welfare of its residents, all lead service lines in Illinois should be disconnected from the drinking water supply, and the State's drinking water supply.

Subsection (c)

In this Section:

"Advisory Board" means the Lead Service Line Replacement Advisory Board created under subsection (x).

"Community water supply" has the meaning ascribed to it in Section 3.145 of this Act.

"Department" means the Department of Public Health.

"Emergency repair" means any unscheduled water main, water service, or water valve repair or replacement that results from failure or accident.

"Fund" means the Lead Service Line Replacement Fund created under subsection (bb).

"Lead service line" means a service line made of lead or service line connected to a lead pigtail, lead gooseneck, or other lead fitting.

"Material inventory" means a water service line material inventory developed by a community water supply under this Act.

"Noncommunity water supply" has the meaning ascribed to it in Section 3.145 of the Environmental Protection Act.

"NSF/ANSI Standard" means a water treatment standard developed by NSF International.

"Partial lead service line replacement" means replacement of only a portion of a lead service line.

"Potentially affected building" means any building that is provided water service through a service line that is either a lead service line or a suspected lead service line.

"Public water supply" has the meaning ascribed to it in Section 3.365 of this Act.

"Service line" means the piping, tubing, and necessary appurtenances acting as a conduit from the water main or source of potable water supply to the building plumbing at the first shut-off valve or 18 inches inside the building, whichever is shorter.

"Suspected lead service line" means a service line that a community water supply finds more likely than not to be made of lead after completing the requirements under paragraphs (2) through (5) of subsection (h).

"Small system" means a community water supply that regularly serves water to 3,300 or fewer persons.

#### Subsection (d) – Initial and complete material inventory

An owner or operator of a community water supply shall:

- (1) develop an initial material inventory by April 15, 2022 and electronically submit by April 15, 2023 an updated material inventory electronically to the Agency; and
- (2) deliver a complete material inventory to the Agency no later than April 15, 2024, or such time as required by federal law, whichever is sooner. The complete inventory shall report the composition of all service lines in the community water supply's distribution system.

#### Subsection (e) – Agency review of final inventory

The Agency shall review and approve the final material inventory to it under subsection (d).

#### Subsection (f) – Inventory extension

If a community water supply does not submit a complete inventory to the Agency by April 15, 2024 under paragraph (2) of subsection (d), the community water supply may apply for an extension to the Agency no less than 3 months prior to the due date. The Agency shall develop criteria for granting material inventory extensions. When considering requests for extension, the Agency shall, at a minimum, consider:

- (1) The number of service connections in a water supply; and
- (2) The number of service lines of an unknown material composition.

### Subsection (g) – Material inventory requirements

A material inventory prepared for a CWS under subsection (d) shall identify:

- (1) the total number of service lines connected to the community water supply's distribution system;
- (2) the materials of construction of each service line connected to the community water supply's distribution system;
- (3) the number of suspected lead service lines that were newly identified in the material inventory for the community water supply after the community water supply last submitted a service line inventory to the Agency; and
- (4) the number of suspected or known lead service lines that were replaced after the community water supply last submitted a service line inventory to the Agency, and the material of the service line that replaced each lead service line.

When identifying the materials of construction under paragraph (2) of this subsection, the owner or operator of the community water supply shall to the best of the owner's or operator's ability identify the type of construction material used on the customer's side of the curb box, meter, or other line of demarcation and the community water supply's side of the curb box, meter, or other line of demarcation.

### Subsection (h) – Completing the material inventory

In completing a material inventory under subsection (d), the owner or operator of a community water supply shall:

- (1) prioritize inspections of high-risk areas identified by the community water supply and inspections of high-risk facilities, such as preschools, day care centers, day care homes, group day care homes, parks, playgrounds, hospitals, and clinics, and confirm service line materials in those areas and at those facilities;
- (2) review historical documentation, such as construction logs or cards, as-built drawings, purchase orders, and subdivision plans, to determine service line material construction;
- (3) when conducting distribution system maintenance, visually inspect service lines and document materials of construction;
- (4) identify any time period when the service lines being connected to its distribution system were primarily lead service lines, if such a time period is known or suspected; and
- (5) discuss service line repair and installation with its employees, contractors, plumbers, other workers who worked on service lines connected to its distribution system, or all of the above.

### Subsection (i) – Homeowner refusal to identify service line

The owner or operator of each community water supply shall maintain records of persons who refuse to grant access to the interior of a building for purposes of identifying the materials of construction of a service line. If a community water supply has been denied access on the property or to the interior of a building for that reason, then the community water supply shall attempt to identify the service line as a suspected lead service line, unless documentation is provided showing otherwise.

### Subsection (j) – LSL identification notification

If a community water supply identifies a lead service line connected to a building, the owner or operator of the community water supply shall attempt to notify the owner of the building and all occupants of the building of the existence of the lead service line within 15 days after identifying the lead service line, or



as soon as is reasonably possible thereafter. Individual written notice shall be given according to the provisions of subsection (jj).

#### Subsection (k) – Service lines disconnected from distribution system

An owner or operator of a community water supply has no duty to include in the material inventory required under subsection (d) information about service lines that are physically disconnected from a water main in its distribution system.

#### Subsection (l) – Posting the material inventory

The owner or operator of each community water supply shall post on its website a copy of the most recently submitted material inventory or alternatively may request that the Agency post a copy of that material inventory on the Agency's website.

#### Subsection (m) – No requirement to unearth while inventorying

Nothing in this Section shall be construed to require service lines to be unearthed for the sole purpose of inventorying.

#### Subsection (n) – DBE efforts

When an owner or operator of a community water supply awards a contract under this Section, the owner or operator shall make a good faith effort to use contractors and vendors owned by minority persons, women, and persons with a disability, as those terms are defined in Section 2 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, for not less than 20% of the total contracts, provided that:

- (1) contracts representing at least 11% of the total projects shall be awarded to minority-owned businesses, as defined in Section 2 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act;
- (2) contracts representing at least 7% of the total projects shall be awarded to women-owned businesses, as defined in Section 2 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act; and
- (3) contracts representing at least 2% of the total projects shall be awarded to businesses owned by persons with a disability.

Owners or operators of a community water supply are encouraged to divide projects, whenever economically feasible, into contracts of smaller size that ensure small business contractors or vendors shall have the ability to qualify in the applicable bidding process, when determining the ability to deliver on a given contract based on scope and size, as a responsible and responsive bidder.

When a contractor or vendor submits a bid or letter of intent in response to a request for proposal or other bid submission, the contractor or vendor shall include with its responsive documents a utilization plan that shall address how compliance with applicable good faith requirements set forth in this subsection shall be addressed.

Under this subsection, "good faith effort" means a community water supply has taken all necessary steps to comply with the goals of this subsection by complying with the following:

- (1) Soliciting through reasonable and available means the interest of a business, as defined in Section 2 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act,

that have the capability to perform the work of the contract. The community water supply must solicit this interest within sufficient time to allow certified businesses to respond.

- (2) Providing interested certified businesses with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
- (3) Meeting in good faith with interested certified businesses that have submitted bids.
- (4) Effectively using the services of the State, minority or women community organizations, minority or women contractor groups, local, State, and federal minority or women business assistance offices, and other organizations to provide assistance in the recruitment and placement of certified businesses.
- (5) Making efforts to use appropriate forums for purposes of advertising subcontracting opportunities suitable for certified businesses.

The diversity goals defined in this subsection can be met through direct award to diverse contractors and through the use of diverse subcontractors and diverse vendors to contracts.

#### Subsection (o)

An owner or operator of a community water supply shall collect data necessary to ensure compliance with subsection (n) no less than semi-annually and shall include progress toward compliance of subsection (n) in the owner or operator's report required under subsection (t-5). The report must include data on vendor and employee diversity, including data on the owner's or operator's implementation of subsection (n).

#### Subsection (p) - Plan

Every owner or operator of a community water supply that has known or suspected lead service lines shall:

- (1) Create a plan to:
  - (A) replace each lead service line connected to its distribution system; and
  - (B) replace each galvanized service line connected to its distribution system, if the galvanized service line is or was connected downstream to lead piping; and
- (2) electronically submit, by April 15, 2024 its initial lead service line replacement plan to the Agency;
- (3) electronically submit by April 15 of each year after 2024 until April 15, 2027 an updated lead service line replacement plan to the Agency for review; the updated replacement plan shall account for changes in the number of lead service lines or unknown service lines in the material inventory described in subsection (d);
- (4) electronically submit by April 15, 2027 a complete and final replacement plan to the Agency for approval; the complete and final replacement plan shall account for all known and suspected lead service lines documented in the final material inventory described under paragraph (3) of subsection (d); and
- (5) post on its website a copy of the plan most recently submitted to the Agency or may request that the Agency post a copy of that plan on the Agency's website.

#### Subsection (q)

Each plan required under paragraph (1) of subsection (p) shall include the following:

- (1) the name and identification number of the community water supply;
- (2) the total number of service lines connected to the distribution system of the community water supply;
- (3) the total number of suspected lead service lines connected to the distribution system of the community water supply;
- (4) the total number of known lead service lines connected to the distribution system of the community water supply;
- (5) the total number of lead service lines connected to the distribution system of the community water supply that have been replaced each year beginning in 2020;
- (6) a proposed lead service line replacement schedule that includes one-year, 5-year, 10-year, 15-year, 20-year, 25-year, and 30-year goals;
- (7) an analysis of costs and financing options for replacing the lead service lines connected to the community water supply's distribution system, which shall include, but shall not be limited to:
  - (A) a detailed accounting of costs associated with replacing lead service lines and galvanized lines that are or were connected downstream to lead piping;
  - (B) measures to address affordability and prevent service shut-offs for customers or ratepayers; and
  - (C) consideration of different scenarios for structuring payments between the utility and its customers over time; and
- (8) a plan for prioritizing high-risk facilities, such as preschools, day care centers, day care homes, group day care homes, parks, playgrounds, hospitals, and clinics, as well as high-risk areas identified by the community water supply;
- (9) a map of the areas where lead service lines are expected to be found and the sequence with which those areas will be inventoried and lead service lines replaced;
- (10) measures for how the community water supply will inform the public of the plan and provide opportunity for public comment; and
- (11) measures to encourage diversity in hiring in the workforce required to implement the plan as identified under subsection (n).

#### Subsection (r)

The Agency shall review final plans submitted to it under subsection (p). The Agency shall approve a final plan if the final plan includes all of the elements set forth under subsection (q) and the Agency determines that:

- (1) the proposed lead service line replacement schedule set forth in the plan aligns with the timeline requirements set forth under subsection (v);
- (2) the plan prioritizes the replacement of lead service lines that provide water service to high-risk facilities, such as preschools, day care centers, day care homes, group day care homes, parks, playgrounds, hospitals, and clinics, and high-risk areas identified by the community water supply;
- (3) the plan includes analysis of cost and financing options; and
- (4) the plan provides documentation of public review.

### Subsection (s)

An owner or operator of a community water supply has no duty to include in the plans required under subsection (p) information about service lines that are physically disconnected from a water main in its distribution system.

### Subsection (t)

If a community water supply does not deliver a complete plan to the Agency by April 15, 2027, the community water supply may apply to the Agency for an extension no less than 3 months prior to the due date. The Agency shall develop criteria for granting plan extensions. When considering requests for extension, the Agency shall, at a minimum, consider:

- (1) the number of service connections in a water supply; and
- (2) the number of service lines of an unknown material composition.

### (t-5)

After the Agency has approved the final replacement plan described in subsection (p), the owner or operator of a community water supply shall submit a report detailing progress toward plan goals to the Agency for its review. The report shall be submitted annually for the first 10 years, and every 3 years thereafter until all lead service lines have been replaced. Reports under this subsection shall be published in the same manner described in subsection (l). The report shall include at least the following information as it pertains to the preceding reporting period:

- (1) The number of lead service lines replaced and the average cost of lead service line replacement.
- (2) Progress toward meeting hiring requirements as described in subsection (n) and subsection (o).
- (3) The percent of customers electing a waiver offered, as described in subsections (ii) and (jj), among those customers receiving a request or notification to perform a lead service line replacement.
- (4) The method or methods used by the community water supply to finance lead service line replacement.

### Subsection (u)

Notwithstanding any other provision of law, in order to provide for costs associated with lead service line remediation and replacement, the corporate authorities of a municipality may, by ordinance or resolution by the corporate authorities, exercise authority provided in Section 27-5 of the Property Tax Code and Sections 8-3-1, 8-11-1, 8-11-5, 8-11-6, 9-1-1 et seq., 9-3-1 et seq., 9-4-1 et seq., 11-131-1, and 11-150-1 of the Illinois Municipal Code. Taxes levied for this purpose shall be in addition to taxes for general purposes authorized under Section 8-3-1 of the Illinois Municipal Code and shall be included in the taxing district's aggregate extension for the purposes of Division 5 of Article 18 of the Property Tax Code.

### Subsection (v)

Every owner or operator of a community water supply shall replace all known lead service lines, subject to the requirements of subsection (ff), according to the following replacement rates and timelines to be calculated from the date of submission of the final replacement plan to the Agency:

- (1) A community water supply reporting 1,200 or fewer lead service lines in its final inventory and replacement plan shall replace all lead service lines, at an annual rate of no less than 7% of the amount described in the final inventory, with a timeline of up to 15 years for completion.
- (2) A community water supply reporting more than 1,200 but fewer than 5,000 lead service lines in its final inventory and replacement plan shall replace all lead service lines, at an annual rate of no less than 6% of the amount described in the final inventory, with a timeline of up to 17 years for completion.
- (3) A community water supply reporting more than 4,999 but fewer than 10,000 lead service lines in its final inventory and replacement plan shall replace all lead service lines, at an annual rate of no less than 5% of the amount described in the final inventory, with a timeline of up to 20 years for completion.
- (4) A community water supply reporting more than 9,999 but fewer than 99,999 lead service lines in its final inventory and replacement plan shall replace all lead service lines, at an annual rate of no less than 3% of the amount described in the final inventory, with a timeline of up to 34 years for completion.
- (5) A community water supply reporting more than 99,999 lead service lines in its final inventory and replacement plan shall replace all lead service lines, at an annual rate of no less than 2% of the amount described in the final inventory, with a timeline of up to 50 years for completion.

#### Subsection (w)

A community water supply may apply to the Agency for an extension to the replacement timelines described in paragraphs (1) through (5) of subsection (v). The Agency shall develop criteria for granting replacement timeline extensions. When considering requests for timeline extensions, the Agency shall, at a minimum, consider:

- (1) the number of service connections in a water supply; and
- (2) unusual circumstances creating hardship for a community.

The Agency may grant one extension of additional time equal to not more than 20% of the original replacement timeline, except in situations of extreme hardship in which the Agency may consider a second additional extension equal to not more than 10% of the original replacement timeline.

Replacement rates and timelines shall be calculated from the date of submission of the final plan to the Agency.

#### Subsection (x)

The Lead Service Line Replacement Advisory Board is created within the Agency. The Advisory Board shall convene within 120 days after the effective date of this amendatory Act of the 102nd General Assembly.

The Advisory Board shall consist of at least 28 voting members, as follows:

- (1) the Director of the Agency, or his or her designee, who shall serve as chairperson;
- (2) the Director of Revenue, or his or her designee;
- (3) the Director of Public Health, or his or her designee;
- (4) fifteen members appointed by the Agency as follows:

- (A) one member representing a statewide organization of municipalities as authorized by Section 1-8-1 of the Illinois Municipal Code;
  - (B) two members who are mayors representing municipalities located in any county south of the southernmost county represented by one of the 10 largest municipalities in Illinois by population, or their respective designees;
  - (C) two members who are representatives from public health advocacy groups;
  - (D) two members who are representatives from publicly-owned water utilities;
  - (E) one member who is a representative from a public utility as defined under Section 3-105 of the Public Utilities Act that provides water service in the State of Illinois;
  - (F) one member who is a research professional employed at an Illinois academic institution and specializing in water infrastructure research;
  - (G) two members who are representatives from nonprofit civic organizations;
  - (H) one member who is a representative from a statewide organization representing environmental organizations;
  - (I) two members who are representatives from organized labor; and
  - (J) one member representing an environmental justice organization; and
- (5) ten members who are the mayors of the 10 largest municipalities in Illinois by population, or their respective designees.

No less than 10 of the 28 voting members shall be persons of color, and no less than 3 shall represent communities defined or self-identified as environmental justice communities.

Advisory Board members shall serve without compensation, but may be reimbursed for necessary expenses incurred in the performance of their duties from funds appropriated for that purpose. The Agency shall provide administrative support to the Advisory Board.

The Advisory Board shall meet no less than once every 6 months.

#### Subsection (y)

The Advisory Board shall have, at a minimum, the following duties:

- (1) advising the Agency on best practices in lead service line replacement;
- (2) reviewing the progress of community water supplies toward lead service line replacement goals;
- (3) advising the Agency on other matters related to the administration of the provisions of this Section;
- (4) advising the Agency on the integration of existing lead service line replacement plans with any statewide plan; and
- (5) providing technical support and practical expertise in general.

#### Subsection (z)

Within 18 months after the effective date of this amendatory Act of the 102nd General Assembly, the Advisory Board shall deliver a report of its recommendations to the Governor and the General Assembly concerning opportunities for dedicated, long-term revenue options for funding lead service line replacement. In submitting recommendations, the Advisory Board shall consider, at a minimum, the following:

- (1) the sufficiency of various revenue sources to adequately fund replacement of all lead service lines in Illinois;
- (2) the financial burden, if any, on households falling below 150% of the federal poverty limit;
- (3) revenue options that guarantee low-income households are protected from rate increases;
- (4) an assessment of the ability of community water supplies to assess and collect revenue;
- (5) variations in financial resources among individual households within a service area; and
- (6) the protection of low-income households from rate increases.

#### Subsection (aa)

Within 10 years after the effective date of this amendatory Act of the 102nd General Assembly, the Advisory Board shall prepare and deliver a report to the Governor and General Assembly concerning the status of all lead service line replacement within the State.

#### Subsection (bb)

The Lead Service Line Replacement Fund is created as a special fund in the State treasury to be used by the Agency for the purposes provided under this Section. The Fund shall be used exclusively to finance and administer programs and activities specified under this Section and listed under this subsection.

The objective of the Fund is to finance activities associated with identifying and replacing lead service lines, build Agency capacity to oversee the provisions of this Section, and provide related assistance for the activities listed under this subsection.

The Agency shall be responsible for the administration of the Fund and shall allocate moneys on the basis of priorities established by the Agency through administrative rule. On July 1, 2022 and on July 1 of each year thereafter, the Agency shall determine the available amount of resources in the Fund that can be allocated to the activities identified under this Section and shall allocate the moneys accordingly.

Notwithstanding any other law to the contrary, the Lead Service Line Replacement Fund is not subject to sweeps, administrative charge-backs, or any other fiscal maneuver that would in any way transfer any amounts from the Lead Service Line Replacement Fund into any other fund of the State.

#### Subsection (cc)

Within one year after the effective date of this amendatory Act of the 102 General Assembly, the Agency shall design rules for a program for the purpose of administering lead service line replacement funds. The rules must, at minimum, contain:

- (1) the process by which community water supplies may apply for funding; and
- (2) the criteria for determining unit of local government eligibility and prioritization for funding, including the prevalence of low-income households, as measured by median household income, the prevalence of lead service lines, and the prevalence of water samples that demonstrate elevated levels of lead.

#### Subsection (dd)

Funding under subsection (cc) shall be available for costs directly attributable to the planning, design, or construction directly related to the replacement of lead service lines and restoration of property.

Funding shall not be used for the general operating expenses of a municipality or community water supply.

### Subsection (ee)

An owner or operator of any community water supply receiving grant funding under subsection (cc) shall bear the entire expense of full lead service line replacement for all lead service lines in the scope of the grant.

### Subsection (ff)

When replacing a lead service line, the owner or operator of the community water supply shall replace the service line in its entirety, including, but not limited to, any portion of the service line (i) running on private property and (ii) within the building's plumbing at the first shut-off valve. Partial lead service line replacements are expressly prohibited. Exceptions shall be made under the following circumstances:

- (1) In the event of an emergency repair that affects a lead service line or a suspected lead service line, a community water supply must contact the building owner to begin the process of replacing the entire service line. If the building owner is not able to be contacted or the building owner or occupant refuses to grant access and permission to replace the entire service line at the time of the emergency repair, then the community water supply may perform a partial lead service line replacement. Where an emergency repair on a service line constructed of lead or galvanized steel pipe results in a partial service line replacement, the water supply responsible for commencing the repair shall perform the following:
  - (A) Notify the building's owner or operator and the resident or residents served by the lead service line in writing that a repair has been completed. The notification shall include, at a minimum:
    - (i) a warning that the work may result in sediment, possibly containing lead, in the buildings water supply system;
    - (ii) information concerning practices for preventing the consumption of any lead in drinking water, including a recommendation to flush water distribution pipe during and after the completion of the repair or replacement work and to clean faucet aerator screens; and
    - (iii) information regarding the dangers of lead to young children and pregnant women.
  - (B) Provide filters for at least one fixture supplying potable water for consumption. The filter must be certified by an accredited third-party certification body to NSF/ANSI 53 and NSF/ANSI 42 for the reduction of lead and particulate. The filter must be provided until such time that the remaining portions of the service line have been replaced with a material approved by the Department or a waiver has been issued under subsection (ii).
  - (C) Replace the remaining portion of the lead service line within 30 days of the repair, or 120 days in the event of weather or other circumstances beyond reasonable control that prohibits construction. If a complete lead service line replacement cannot be made within the required period, the community water supply responsible for commencing the repair shall notify the Department in writing, at a minimum, of the following within 24 hours of the repair:
    - (i) an explanation of why it is not feasible to replace the remaining portion of the lead service line within the allotted time; and
    - (ii) a timeline for when the remaining portion of the lead service line will be replaced.



- (D) If complete repair of a lead service line cannot be completed due to denial by the property owner, the community water supply commencing the repair shall request the affected property owner to sign a waiver developed by the Department. If a property owner of a nonresidential building or residence operating as rental properties denies a complete lead service line replacement, the property owner shall be responsible for installing and maintaining point-of-use filters certified by an accredited third-party certification body to NSF/ANSI 53 and NSF/ANSI 42 for the reduction of lead and particulate at all fixtures intended to supply water for the purposes of drinking, food preparation, or making baby formula. The filters shall continue to be supplied by the property owner until such time that the property owner has affected the remaining portions of the lead service line to be replaced.
- (E) Document any remaining lead service line, including a portion on the private side of the property, in the community water supply's distribution system materials inventory required under subsection (d).

For the purposes of this paragraph (1), written notice shall be provided in the method and according to the provisions of subsection (jj).

- (2) Lead service lines that are physically disconnected from the distribution system are exempt from this subsection.

#### Subsection (gg)

Except as provided in subsection (hh), on and after January 1, 2022, when the owner or operator of a community water supply replaces a water main, the community water supply shall identify all lead service lines connected to the water main and shall replace the lead service lines by:

- (1) identifying the material or materials of each lead service line connected to the water main, including, but not limited to, any portion of the service line (i) running on private property and (ii) within the building plumbing at the first shut-off valve or 18 inches inside the building, whichever is shorter;
- (2) in conjunction with replacement of the water main, replacing any and all portions of each lead service line connected to the water main that are composed of lead; and
- (3) if a property owner or customer refuses to grant access to the property, following prescribed notice provisions as outlined in subsection (ff).

If an owner of a potentially affected building intends to replace a portion of a lead service line or a galvanized service line and the galvanized service line is or was connected downstream to lead piping, then the owner of the potentially affected building shall provide the owner or operator of the community water supply with notice at least 45 days before commencing the work. In the case of an emergency repair, the owner of the potentially affected building must provide filters for each kitchen area that are certified by an accredited third-party certification body to NSF/ANSI 53 and NSF/ANSI 42 for the reduction of lead and particulate. If the owner of the potentially affected building notifies the owner or operator of the community water supply that replacement of a portion of the lead service line after the emergency repair is completed, then the owner or operator of the community water supply shall replace the remainder of the lead service line within 30 days after completion of the emergency repair. A community water supply may take up to 120 days if necessary due to weather conditions. If a

replacement takes longer than 30 days, filters provided by the owner of the potentially affected building must be replaced in accordance with the manufacturer's recommendations. Partial lead service line replacements by the owners of potentially affected buildings are otherwise prohibited.

#### Subsection (hh)

For municipalities with a population in excess of 1,000,000 inhabitants, the requirements of subsection (gg) shall commence on January 1, 2023.

#### Subsection (ii)

At least 45 days before conducting planned lead service line replacement, the owner or operator of a community water supply shall, by mail, attempt to contact the owner of the potentially affected building serviced by the lead service line to request access to the building and permission to replace the lead service line in accordance with the lead service line replacement plan. If the owner of the potentially affected building does not respond to the request within 15 days after the request is sent, the owner or operator of the community water supply shall attempt to post the request on the entrance of the potentially affected building.

If the owner or operator of a community water supply is unable to obtain approval to access and replace a lead service line, the owner or operator of the community water supply shall request that the owner of the potentially affected building sign a waiver. The waiver shall be developed by the Department and should be made available in the owner's language. If the owner of the potentially affected building refuses to sign the waiver or fails to respond to the community water supply after the community water supply has complied with this subsection, then the community water supply shall notify the Department in writing within 15 working days.

#### Subsection (jj)

When replacing a lead service line or repairing or replacing water mains with lead service lines or partial lead service lines attached to them, the owner or operator of a community water supply shall provide the owner of each potentially affected building that is serviced by the affected lead service lines or partial lead service lines, as well as the occupants of those buildings, with an individual written notice. The notice shall be delivered by mail or posted at the primary entranceway of the building. The notice may, in addition, be electronically mailed. Written notice shall include, at a minimum, the following:

- (1) a warning that the work may result in sediment, possibly containing lead from the service line, in the building's water;
- (2) information concerning the best practices for preventing exposure to or risk of consumption of lead in drinking water, including a recommendation to flush water lines during and after the completion of the repair or replacement work and to clean faucet aerator screens; and
- (3) information regarding the dangers of lead exposure to young children and pregnant women.

When the individual written notice described in the first paragraph of this subsection is required as a result of planned work other than the repair or replacement of a water meter, the owner or operator of the community water supply shall provide the notice not less than 14 days before work begins. When the individual written notice described in the first paragraph of this subsection is required as a result of emergency repairs other than the repair or replacement of a water meter, the owner or operator of the community water supply shall provide the notice at the time the work is initiated. When the individual

written notice described in the first paragraph of this subsection is required as a result of the repair or replacement of a water meter, the owner or operator of the community water supply shall provide the notice at the time the work is initiated.

The notifications required under this subsection must contain the following statement in the Spanish, Polish, Chinese, Tagalog, Arabic, Korean, German, Urdu, and Gujarati: "This notice contains important information about your water service and may affect your rights. We encourage you to have this notice translated in full into a language you understand and before you make any decisions that may be required under this notice."

An owner or operator of a community water supply that is required under this subsection to provide an individual written notice to the owner and occupant of a potentially affected building that is a multi-dwelling building may satisfy that requirement and the requirements of this subsection regarding notification to non-English speaking customers by posting the required notice on the primary entranceway of the building and at the location where the occupant's mail is delivered as reasonably as possible.

When this subsection would require the owner or operator of a community water supply to provide an individual written notice to the entire community served by the community water supply or would require the owner or operator of a community water supply to provide individual written notices as a result of emergency repairs or when the community water supply that is required to comply with this subsection is a small system, the owner or operator of the community water supply may provide the required notice through local media outlets, social media, or other similar means in lieu of providing the individual written notices otherwise required under this subsection.

No notifications are required under this subsection for work performed on water mains that are used to transmit treated water between community water supplies and properties that have no service connections.

#### Subsection (kk)

No community water supply that sells water to any wholesale or retail consecutive community water supply may pass on any costs associated with compliance with this Section to consecutive systems.

#### Subsection (ll)

To the extent allowed by law, when a community water supply replaces or installs a lead service line in a public right-of-way or enters into an agreement with a private contractor for replacement or installation of a lead service line, the community water supply shall be held harmless for all damage to property when replacing or installing the lead service line. If dangers are encountered that prevent the replacement of the lead service line, the community water supply shall notify the Department within 15 working days of why the replacement of the lead service line could not be accomplished.

#### Subsection (mm)

The Agency may propose to the Board, and the Board may adopt, any rules necessary to implement and administer this Section. The Department may adopt rules necessary to address lead service lines attached to noncommunity water supplies.

Subsection (nn)

Notwithstanding any other provision in this Section, no requirement in this Section shall be construed as being less stringent than existing applicable federal requirements.

Subsection (oo)

All lead service line replacements financed in whole or in part with funds obtained under this Section shall be considered public works for purposes of the Prevailing Wage Act.



To: Village of Hampshire

From: Engineering Enterprises, Inc.

Date: April 24, 2024

**Re: Park and Rinn Storm Sewer - Agenda Supplement**

EEI Job #: HA2118-V

---

## Background

There has been a long standing drainage problem in the vicinity of Park and Rinn. In 2021, EEI developed concept alternatives and cost estimates for storm sewer improvements to address these drainage issues. Village staff worked to secure funding for the project through grants from FEMA and DCEO. The grant agreements are being finalized by the Village which will allow the design of the project to proceed. The project is budgeted for design engineering in FY25 and construction in FY26. Engineering costs are eligible to be covered by grant funds.

The Village has asked EEI to provide Design Engineering services for this project. EEI has experience with similar projects and will prepare the required design engineering documents for the project. EEI has prepared the attached Professional Services Agreement (PSA) in the amount of \$59,970.00. EEI will initiate the project as soon as allowed by the grant agreements and anticipate the project being out for bid in March of 2025.

***Park and Rinn Storm Sewer  
Village of Hampshire  
Professional Services Agreement – Design 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 B. Design Engineering for the storm sewer indicated on Attachment D will be provided. All Engineering will be in accordance with all Village, State and Federal requirements.

**B. Term:**

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

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

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Preliminary and Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$59,970, of which direct expenses are estimated at \$5,450. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

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

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

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

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

**F. Governing Law:**

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

**G. Independent Contractor:**

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

**H. Certifications:**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**L. Notices:**

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

For the Village:

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

For the ENGINEER:

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

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

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

Village of Hampshire:

Engineering Enterprises, Inc.:

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

\_\_\_\_\_  
Timothy N. Paulson, PE, CFM  
Senior Project Manager

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

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



## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Park and Rinn Storm Sewer  
Village of Hampshire  
Professional Services Agreement - Design Engineering**

**Attachment B – Scope of Services**

**DESIGN ENGINEERING – PARK AND RINN STORM SEWER**

**1.0 Project Management and Administration**

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City and Other Regulatory Agencies

**1.1 Project Meetings**

- Project Kick-Off Meeting Between the City and EEI
- One (1) Design Progress Meeting Between the City and, EEI prior to Bidding

**1.2 Topographic Survey**

- Field Survey
- Drafting to Create Base File

**1.3 Utility Coordination**

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

**1.4 Final Plans, Specifications and Estimates**

- Confirm Storm Sewer Design and Sizing
- Preparation of Engineering Plans and Specifications
- Preparation of Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.

**1.5 Permitting**

- Prepare Submittal for Permit for work in Railroad ROW
- Coordination with Railroad
- Prepare Stormwater Permit Documentation
- Prepare IHPA and IDNR Endangered Species
- Coordination for wetland permit for outfall

**1.6 Bidding and Contracting**

- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening
- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents

**DIRECT EXPENSES**

The following scope of services will be provided by EEI's subconsultants:

Hey & Associates

- Wetland Delineation and Permitting

Geotechnical and CCDD (Rubino Engineering, Inc.)

- Two (2) Soil Borings
- Prepare Geotechnical Report and CCDD Analysis
- Prepare LPC 662/663 Permit

**EXCLUSIONS**

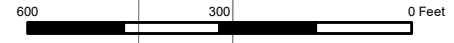
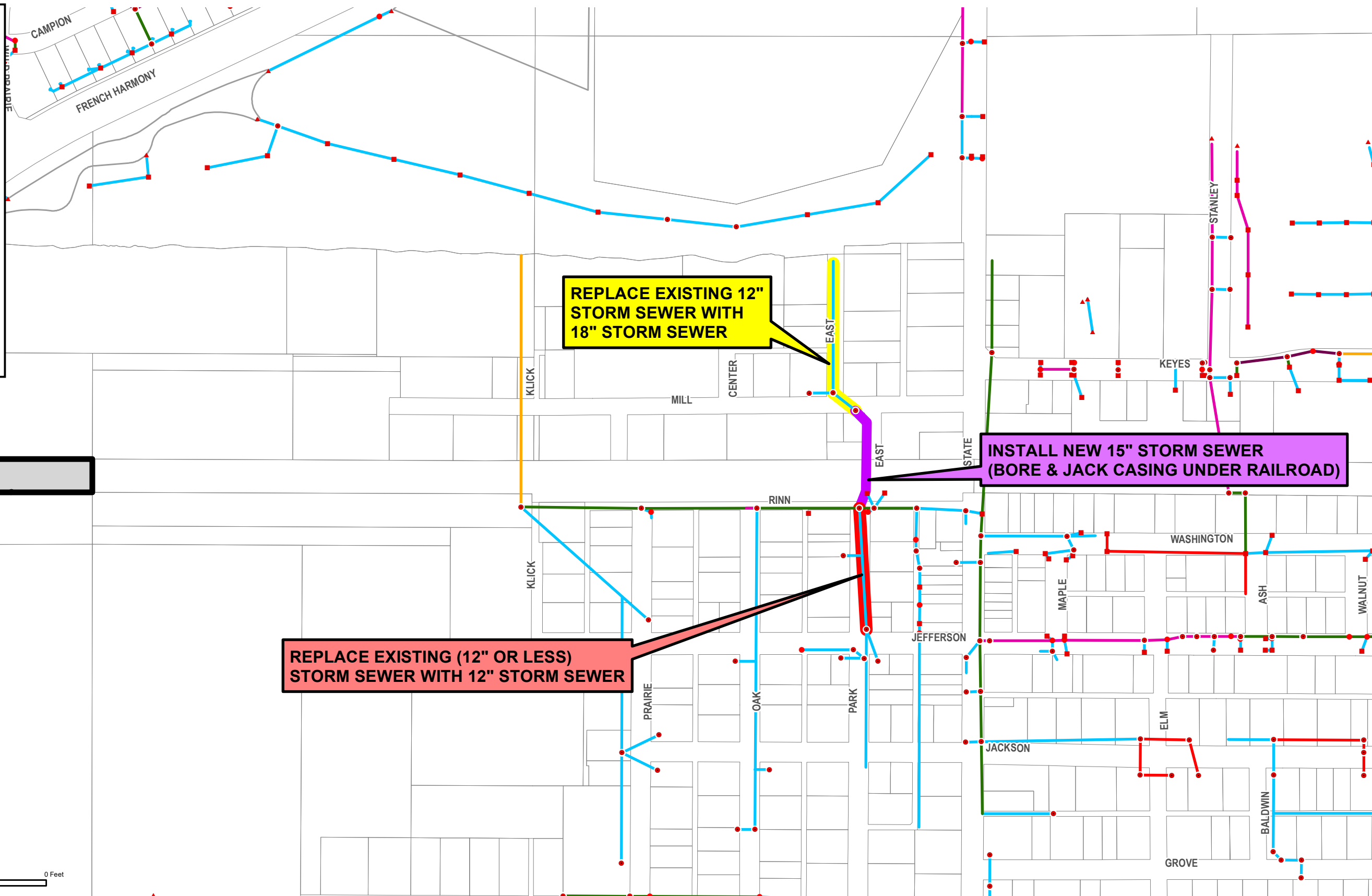
The above scope of services for the Park and Rinn Storm Sewer includes the following exclusions:

- Easement or Land Acquisition
- Environmental Surveys
- Exploratory Digging
- Construction Engineering Services

The above scope for "Park and Rinn Storm Sewer" 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.

**Legend**

- CATCH BASIN
- ▲ FLARED END CULVERT
- INLET
- MANHOLE
- × UNKNOWN
- UNKNOWN STORM SEWER
- 10" OR SMALLER STORM SEWER
- 12" STORM SEWER
- 15" STORM SEWER
- 18" STORM SEWER
- 21" STORM SEWER
- 24" STORM SEWER
- 27" STORM SEWER
- 30" STORM SEWER
- 36" STORM SEWER
- 42" STORM SEWER
- 48" STORM SEWER
- 54" STORM SEWER



**Engineering Enterprises, Inc.**  
 52 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-6700  
 www.eeiweb.com

**Village of Hampshire**  
 234 South State Street  
 P.O. Box 457  
 Hampshire, IL 60140-0457  
 www.hampshireil.org

NO.	DATE	REVISIONS

DATE:	10/25/2021
PROJECT NO.:	HA2100
BY:	MJT
PATH:	H:\GIS\PUBLIC\Hampshire\2020\HA2005
FILE:	HA2100_Park and Rinn Storm Sewer New Outfall

**PARK & RINN STORM SEWER IMPROVEMENT - NEW OUTFALL**

**LOCATION MAP**





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

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
VILLAGE OF HAMPSHIRE		HA2118-V	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
PARK AND RINN STORM SEWER		4/24/24	PGW2/TNP

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	SPE 2	PE	SPT 2	SPT 1	ADMIN	HOURS	COST
		PERSON	BPS	TNP	PGW2						
		RATE	\$239	\$227	\$192	\$162	\$167	\$156	\$70		
<b>DESIGN ENGINEERING</b>											
1.0	Project Management and Administration		2	8	2					12	\$ 2,678
1.1	Project Meetings			4	4					8	\$ 1,676
1.2	Topographic Survey			8	16		16	16		56	\$ 10,056
1.3	Utility Coordination				2	4		4		10	\$ 1,656
1.4	Final Plans, Specifications, and Estimates		2	24	48	20	48			142	\$ 26,398
1.5	Permitting			12	24		8		4	48	\$ 8,948
1.6	Bidding and Contracting			4	10				4	18	\$ 3,108
<b>Insert Task Subtotal:</b>			<b>4</b>	<b>60</b>	<b>106</b>	<b>24</b>	<b>72</b>	<b>20</b>	<b>8</b>	<b>294</b>	<b>\$ 54,520</b>
<b>Insert Task Subtotal:</b>			-	-	-	-	-	-	-	-	\$ -
<b>PROJECT TOTAL:</b>			<b>4</b>	<b>60</b>	<b>106</b>	<b>24</b>	<b>72</b>	<b>20</b>	<b>8</b>	<b>294</b>	<b>\$ 54,520</b>

**EEI STAFF**

- PIC Principal in Charge
- SPM Senior Project Manager
- SPE 2 Senior Project Engineer II
- PE Project Engineer
- SPT 2 Senior Project Technician II
- SPT 1 Senior Project Technician I
- ADMIN Administrative Assistant

**DIRECT EXPENSES**

Printing/Scanning =	\$ 150
Rubino (Geotech) =	\$ 3,500
Hey (Wetland) =	\$ 1,800
<b>DIRECT EXPENSES =</b>	<b>\$ 5,450</b>

**LABOR SUMMARY**

EEI Labor Expenses =	\$ 54,520
<b>TOTAL LABOR EXPENSES</b>	<b>\$ 54,520</b>

**TOTAL COSTS \$ 59,970**



# ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT											PROJECT NUMBER					
Village of Hampshire											HA2118-V					
PROJECT TITLE											DATE			PREPARED BY		
Park and Rinn Storm Sewer											4/24/24			TNP		

TASK NO.	TASK DESCRIPTION	2024												2025					
		MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN				
		<b>DESIGN ENGINEERING</b>																	
1.0	Project Management and Administration																		
1.1	Project Meetings																		
1.2	Topographic Survey																		
1.3	Utility Coordination																		
1.4	Final Plans, Specifications and Estimates																		
1.5	Permitting																		
1.6	Bidding and Contracting																		





# Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$239.00
Principal	E-3	\$234.00
Senior Project Manager	E-2	\$227.00
Project Manager	E-1	\$204.00
Senior Project Engineer/Surveyor II	P-6	\$192.00
Senior Project Engineer/Surveyor I	P-5	\$179.00
Project Engineer/Surveyor	P-4	\$162.00
Senior Engineer/Surveyor	P-3	\$149.00
Engineer/Surveyor	P-2	\$135.00
Associate Engineer/Surveyor	P-1	\$122.00
Senior Project Technician II	T-6	\$167.00
Senior Project Technician I	T-5	\$156.00
Project Technician	T-4	\$146.00
Senior Technician	T-3	\$135.00
Technician	T-2	\$122.00
Associate Technician	T-1	\$107.00
GIS Technician II	G-2	\$119.00
GIS Technician I	G-1	\$110.00
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		\$ 216.00
Expert Testimony		\$ 271.00



To: Village President and Board of Trustees

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

Date: April 25, 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
  - ✓ Completed Prelim Plans and Estimates
  - ✓ Submitted to IDOT and requested required meeting with IDOT
- Park and Rinn Storm Sewer Improvements
  - ✓ Grant Approval Process Expected to be Finalized Soon
  - ✓ Then Move into Design
- UV System Replacement
  - ✓ Design Underway
- Well 9 WTP Media Replacement Project
  - ✓ Coordination with Contractor
- N. State Street
  - ✓ Geotech Scheduled

### **Development Projects**

- Prairie Ridge K & L, M, and R
  - ✓ Home/Townhome Construction
  - ✓ Punch List Inspections
- Prairie Ridge – North of Kelley Road
  - ✓ Underground Work Continuing for Neighborhoods Z, and AA
  - ✓ Home Construction Starting
  - ✓ Design for Prairie Ridge North Lift Station Ongoing
- Tamms Farm
  - ✓ Home Construction



- Stanley North – TRZ Self Storage
  - ✓ As-Built Submittal – Waiting for Resubmittal
  - ✓ Waiting for Plat of Easement Submittal
  
- Hampshire 90 Logistics Park and Vista Trans
  - ✓ IDOT Route 20 Improvements to be Completed this Spring
  
- Hampshire Grove
  - ✓ Construction Ongoing on Old Dominion Site
  
- Tinajero Property
  - ✓ Engineering Approved
  - ✓ Waiting on Schedule from Developer
  
- Oakstead
  - ✓ Engineering Approved
  - ✓ Waiting on Schedule from Developer
  
- Seyller Park
  - ✓ Construction Underway

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

Pc: Jay Hedges, Village Manager