



Village of Hampshire
Village Board Meeting
Thursday, June 1, 2023 - 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 May 18, 2023
6. Proclamation Honoring Trinity Evangelical Lutheran Church's 140th Anniversary
7. Appointments
 - a. A Motion to Approve the Reappointment of David Scarpino to the Police Pension Board of Trustees for a Term Ending April 30, 2025
8. Village Manager's Report
 - a. A Motion to Approve a Collective Bargaining Agreement with the Illinois Fraternal Order of Police Labor Council
 - b. A Resolution Approving an Agreement with Assured Partners of Illinois, LLC
 - c. Review of the Residential Chicken License Pilot Program
9. Staff Reports
 - a. Financial Report
 - b. Streets Report
10. A Motion to Approve the June 1, 2023 Regular Accounts Payable
11. Village Board Committee Reports
 - a. Business Development Commission
 - b. Public Works
 - c. Budget
 - d. Public Relations
12. New Business
13. Announcements
14. Executive Session
15. Adjournment

Attendance: Note that the public health disaster declaration allowing remote attendance has expired. Anyone wishing to speak during public comments must attend in-person.

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.

REGULAR MEETING OF THE BOARD OF TRUSTEES
MINUTES
May 18, 2023

The regular meeting of the Village Board of Hampshire was called to order by Village President Michael J. Reid, Jr. at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, May 4, 2023.

Roll call by Deputy Village Clerk Wray:

Present: Aaron Kelly, Lionel Mott, Laura Pollastrini, Heather Fodor, and Erik Robinson.

Absent: none

A quorum was established.

In addition, present in-person were Village Manager Jay Hedges, Village Attorney James Vasselli, Finance Director Lori Lyons, and Police Lt. Jim Neblock. Also, present electronically: Tim Paulson from EEI.

President Reid led the Pledge of Allegiance.

PUBLIC COMMENTS

Mr. Buckwinkler asked what can be done by the Village Board, Planning and Zoning Commission, or Kane County about the business operating on the Shireland property. He expressed he believes the area looks bad and needs to be cleaned up to reflect the positive image of the Hampshire community.

MINUTES

Trustee Robinson moved to approve the minutes of May 4, 2023.

Seconded by Trustee Pollastrini

Motion carried by voice vote.

Abstain: Fodor

PRESENTATION FROM KANE COUNTY BOARD CHAIR CORINNE PIEROG

Chair Pierog presented information on several topics and areas the County is currently involved in including infrastructure improvements in and around Hampshire, the Ride in Kane transportation program for veterans, updates to solar and wind energy regulations, economic development and the creation of the Kane County Economic Development Council, and national awards the County expects to earn.

PRESENTATION FROM BDC CHAIR RYAN KRAJECKI

Chair Krajecki presented an economic development strategy created by the BDC over the last 15 months for the Board's consideration. He explained the process the Commission took to generate and adopt goals for economic development to include attracting and retaining local businesses, diversifying the local economy, enhancing the community's image, and providing additional recourses to local businesses and residents. He then explained the use of lenses to look at these goals comprehensively and the resulting strategies the Commission brainstormed to reach the four goals. The Commission recommended the top eight strategies the members felt were most important to start with, and they identified the owner and stakeholders that they

believe should be tasked and involved with each strategy. For example, the first strategy recommended was to develop a new comprehensive land use plan is a strategy that the Planning and Zoning commission would own and that all taxing bodies, community organizations, and unincorporated community organizations should be involved in.

President Reid thanked Chair Krajecki and the BDC for their dedicated work on this and all other endeavors they participate in. The BDC's involvement in the Village has had a noticeable impact, especially downtown.

APPOINTMENTS

A Motion to Approve the Appointment of Elizabeth Martin as Chair of the Business Development Commission for a Term Ending April 30, 2026

Trustee Koth moved to approve the appointment of Elizabeth Martin as Chair of the Business Development Commission for a term ending April 30, 2026.

Seconded by Trustee Kelly
Motion carried by roll call vote.
Ayes: Kelly, Koth, Pollastrini, Fodor, Mott, Robinson
Nays: None

A Motion to Approve the Appointment of Jill Van Riet to the Business Development Commission for a Term Ending April 30, 2026

Trustee Kelly moved to approve the appointment of Jill Van Riet to the Business Development Commission for a term ending April 30, 2026.

Seconded by Trustee Mott
Motion carried by roll call vote.
Ayes: Kelly, Koth, Pollastrini, Fodor, Mott, Robinson
Nays: None

A Motion to Approve the Appointment of Lori Lyons to the Police Pension Board of Trustees for a Term Ending April 30, 2024

President Reid noted that, although Ms. Lyons is highly qualified for this appointment, it is unusual to have a staff person on a board like this, but filling the position is very much needed for statutory functions. The Village has not been able to recruit another volunteer, so Ms. Lyons has agreed to serve for now.

Trustee Pollastrini moved to approve the appointment of Lori Lyons to the Police Pension Board of Trustees for a term ending April 30, 2024.

Seconded by Trustee Robinson
Motion carried by roll call vote.
Ayes: Kelly, Koth, Pollastrini, Fodor, Mott, Robinson
Nays: None

VILLAGE MANAGER'S REPORT

A Public Hearing for the Community Development Block Grant Closeout to Report Outcomes of the Streetscape Project

President Reid opened the public hearing at 7:53 p.m.

Mr. Hedges read statements prepared by grant consultant Fredi Beth Schmutte about the Streetscape project and its effect on downtown.

Ryan Krajecki gave big thanks to Fredi Beth Schmutte for her work guiding the Village through this grant program.

Trustee Koth moved to close the public hearing at 7:59 p.m.

Seconded by Trustee Kelly
Motion carried by roll call vote.
Ayes: Kelly, Koth, Pollastrini, Fodor, Mott, Robinson
Nays: None

A Resolution Waiving the Bidding Requirements and Accepting the Quote of Entre Computer Solutions for the Server Replacement at the Police Department in the Amount of \$28,569.76

Trustee Koth asked if staff had compared this quote to other prices to see if it was reasonable. Mr. Hedges stated that they did not do so in a competitive way, and President Reid noted that it is difficult to price these without an official quote because of the installation and labor work but that it is reasonable in his experience.

Trustee Robinson moved to approve Resolution 23-11: a resolution waiving the bidding requirements and accepting the quote of Entre Computer Solutions for the server replacement at the police department in the amount of \$28,569.76.

Seconded by Trustee Mott
Motion carried by roll call vote.
Ayes: Kelly, Mott, Pollastrini, Fodor, Robinson
Nays: Koth

STAFF REPORTS

The Board asked several questions related to the staff reports.

ACCOUNTS PAYABLE

A Motion to Approve the May 18, 2023 Accounts Payable to Personnel

Trustee Robinson moved to approve the Accounts Payable to Carley Mayer and William Panzloff in the amount of \$545.13 paid on or before May 24, 2023.

Seconded by Trustee Kelly
Motion carried by roll call vote.
Ayes: Kelly, Mott, Pollastrini, Fodor, Koth, Robinson
Nays: none

A Motion to Approve the May 18, 2023 Regular Accounts Payable

Trustee Robinson moved to approve the Accounts Payable in the sum of \$889,219.40 paid on or before May 24, 2023.

Seconded by Trustee Mott
Motion carried by roll call vote.
Ayes: Kelly, Mott, Pollastrini, Fodor, Koth, Robinson
Nays: none

COMMITTEE / COMMISSION REPORTS

- a) Business Development Commission - Trustee Kelly reported a BDC meeting was held the night before. It was Ryan Krajecki's last meeting on the Commission, and Trustee Kelly thanked him for his many years of service to the Village and in other roles in the community. The Commission also discussed the next area of focus it might take on under Chair Martin's leadership, the status of the façade program projects and the new year of funding, Hampshire's Very Own, and new development.
- b) Public Relations - No report
- c) Public Works - No report
- c) Budget Committee - Ms. Lyons provided a list of budget items that were moved from last fiscal year into the current fiscal year or beyond in response to Trustees Kelly's and Pollastrini's questions. One of the items was a crack sealer, to which Trustee Koth expressed he believes that was a poor decision because the Village needs to be more proactive about crack sealing since we are not resurfacing roads fast enough. Ms. Lyons noted the Streets Dept. still plans to rent a crack sealer until they purchase one in a future year, and Trustee Koth stated the time we rent it for is not enough. Mr. Hedges also noted that nearby communities have discussed purchasing a machine together to share the cost and usage since it's not needed by any one of us all the time.

COMMITTEE ASSIGNMENTS

A Motion to Approve the Appointment of Trustee Aaron Kelly to the Business Development Commission for a Term Consistent with His Term of Trustee

Trustee Koth moved to approve the Appointment of Trustee Aaron Kelly to the Business Development Commission for a term consistent with his term of Trustee.

Seconded by Trustee Pollastrini
Motion carried by roll call vote.
Ayes: Koth, Mott, Pollastrini, Kelly, Fodor, Robinson
Nays: None

ANNOUNCEMENTS

Trustee Pollastrini announced her resignation from the Village Board effective June 1, 2023. She has accepted a job opportunity with a U.S. Congress member which will involve significant travel, and she feels she cannot fully commit to her service on the Village Board as she wants to with this new role. President Reid, the trustees, and staff all congratulated her and wished her the best in her new position.

President Reid wished a happy birthday to Village of Burlington President Wlezen.

Mr. Hedges announced that the zoning public hearings for the two Light property petitions is

set for the Planning and Zoning Commission meeting on June 12, 2023 at Hampshire Middle School starting at 7:00 p.m. President Reid asked Mr. Vasselli to clarify the required process for these petitions. Mr. Vasselli explained that state stature requires the Village Board to hear petitions for annexation; neither the Board nor staff can refuse to accept or hear them. Furthermore, the Village process is for the zoning portion of the petition to go before the Planning and Zoning Commission before coming to the Village Board for consideration, and the trustees all agreed we should maintain that process.

Trustee Robinson wished all the graduates good luck and for all the kids to have a safe summer break.

Trustee Kelly thanked Mr. Hedges for connecting the new sponsors of the Memorial Day ceremony so that it will continue to happen.

ADJOURNMENT

Trustee Koth moved to adjourn the Village Board meeting at 8:34 p.m.

Seconded by Trustee Kelly
Motion carried by voice vote.

Josh Wray, Deputy Village Clerk

**VILLAGE OF HAMPSHIRE
PROCLAMATION**

Honoring the 140th Anniversary of Trinity Lutheran Church

WHEREAS, in 2023 Trinity Lutheran Church celebrates 140 years of congregation and service to the Hampshire community; and

WHEREAS, Trinity Lutheran Church and Schools is home to various ministry and mission groups that range from study to advocacy to direct service around the United States, including worship, education, counseling, volunteerism, music and art; and

WHEREAS, it is the desire of the Village President and Board of Trustees to recognize those organizations whose purpose and endeavor remain dedicated to community involvement and service; and

WHEREAS, it is a privilege to be able to extend the expression of our esteem and best wishes to the members of the congregation of Trinity Lutheran Church on their 140th anniversary;

NOW, THEREFORE, I, Michael Reid, Jr., President of the Village of Hampshire, Illinois, urge all citizens of Hampshire to join together in recognition and appreciation for the members, past and present, of the congregation of Trinity Lutheran Church for their commitment and contributions to our entire extended community.

Signed and sealed this 1st day of June 2023.

Village President Mike Reid
Village of Hampshire



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

Application to Serve on a Committee or Board

Name DAVID SCARPIO Date MAY 17, 2023

Address [REDACTED]

City HAMPSHIRE State IL Zip Code 60140

Home Telephone _____ Work Telephone _____ Cell [REDACTED]

Email Address [REDACTED]

How many years have you resided in Hampshire? 19 YRS Date of Birth _____
 (Required for background check)

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

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

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

Education Background DOCTORATE

Current Employer NONE Job Title _____

Employment Background: D300-retired

Briefly indicate your interest in the Commission(s) chosen above Father was a police officer + served on the police pension board

Please attach any additional information that you feel is pertinent to the Commission(s) for which you are applying. Currently serving and wish to continue.

Applicant Signature [Signature]

Date May 17, 2023

**AGREEMENT
BETWEEN THE
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL**

and

VILLAGE OF HAMPSHIRE (Patrol)

May 1, 2023 through April 30, 2027



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PREAMBLE

This Agreement is entered into by the Village of Hampshire (hereinafter referred to as the Village or the Employer) and The Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the FOP Labor Council or Labor Council).

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote a mutual harmonious understanding and relationship between the Employer and the FOP Labor Council, to promote departmental efficiency and effectiveness, to establish wages, hours and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and Agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE I – RECOGNITION

Section 1.1 Recognition.

Pursuant to the certification by the Illinois State Labor Relations Board Case No. S-RC-07-029 the Village hereby recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive bargaining representative for the purpose of collective bargaining on any and all matters related to wages, hours, and working conditions for employees in the following unit:

Included: All full-time sworn peace officers below the rank of Sergeant

Excluded: All full-time sworn peace officers in the ranks of Sergeant, Lieutenant and Chief; all other employees; the elected officials including council members; and all supervisors, confidential and managerial employees, as defined by the Illinois Public Labor Relations Act.

Section 1.2 Bargaining Unit Work

The Village may utilize the services of part-time officers to perform bargaining unit work in accordance with 65 ILCS 5/3-6-5, as amended, provided that the use of part-time officers will not result in any layoffs or reduction of normal work hours or overtime hours worked by bargaining unit members. Part-time officers may be utilized to cover a gap in shifts by patrol officers (Kelly Day shift) and investigations that can be scheduled and fall outside of regular patrol officer shifts. Part-time officers will not be assigned to an assignment that would otherwise be considered to be an overtime opportunity for a bargaining unit member unless such assignment is offered first to members of the bargaining unit and in accordance with Section 9.8. In addition, the use of part-

time employees will not result in a reduction of bargaining unit members, and the use of part-time employees will not be increased when a reasonable need exists to increase the full-time manpower of the police force.

Section 1.3 Probationary Period

The probationary period for pre-certified employees shall be twelve (12) months in duration. The probationary period for non-certified employees shall be eighteen (18) months in duration. During the probationary period, the employee is entitled to all rights, privileges, and benefits provided for in this Agreement. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his or her last date of hire with the Village.

ARTICLE II – MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer, retains and reserves unto itself all powers, rights, authority duties, and responsibilities conferred upon and vested in it by state or federal statute. These include, but are not limited to the following rights: (a) the full authority and responsibility for directing its operations and determining policy; (b) to manage its affairs and determine the quantity and quality of services to be rendered, the equipment to be used, and the discontinuance of any services, material or methods of operation; (c) to introduce new equipment, technology, methods, or processes and to decide on materials and equipment to be purchased; (d) to determine the number, location and type of facilities; (e) to determine the size of the workforce and increase or decrease its size; (f) to hire, assign and lay off employees; (g) to direct the workforce, assign work, and determine the number of employees assigned to operations; (h) to establish, change, combine or discontinue job classifications, and; (i) to establish and/or revise reasonable performance standards or norms; (j) to determine the number of hours to be worked and to establish work schedules; (k) to adopt, revise and enforce reasonable work rules and requirements; (l) to transfer, promote and demote employees; (m) to determine the qualifications and competency of employees to perform available work. The Employer maintains all other authority except as expressly and specifically amended, changed, limited or modified by this Agreement.

ARTICLE III – BARGAINING RIGHTS

The Union and all bargaining unit members shall maintain all rights protected under law. This includes the right to bargain collectively with regard to Employer changes that directly affect wages, hours and working conditions.

ARTICLE IV – FOP LABOR COUNCIL SECURITY AND RIGHTS

Section 4.1 Dues Deductions

While this Agreement is in effect, the Employer will deduct from each Employee's paycheck the appropriate dollar amount of Labor Council dues for each employee in the bargaining unit who has filed with the Village, a voluntary, written authorization form (attached hereto as Appendix "B"), authorized by the Labor Council. The Labor Council will give the Village thirty (30) calendar days notice of any such change in the amount of uniform dues to be deducted. Dues shall be remitted to the Labor Council by the tenth (10th) day of the month following deduction. Any Labor Council member desiring to revoke the dues authorization may do so by written notice to the Council and the Employer by certified mail, return receipt requested, at any time during the thirty (30) day period prior to the annual anniversary date of the contract. The Village shall provide the Labor Council within thirty (30) days of hire, the name, address, classification, rate of salary and starting date of any new employee hired into the Labor Council's bargaining unit.

Section 4.2 FOP Labor Council Indemnification

The FOP Labor Council shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by the reason of action taken or not taken by the Village in complying with the provisions of the Article.

ARTICLE V – NON-DISCRIMINATION

Section 5.1 Use of Masculine Pronoun

The Use of the masculine pronoun in this Agreement is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well. Violations of Article 5 shall be subject to the grievance procedure up to Step 3, but not arbitration.

ARTICLE VI – LABOR MANAGEMENT MEETINGS

Section 6.1 Meeting Request

The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Labor Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) calendar days in advance by either party by placing in writing a request to the other for a "labor- management meeting". Such meetings and locations shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties;
- (c) Notifying the Labor Council of changes in non-bargaining conditions of employment contemplated by the Village which may affect employees; and
- (d) Safety issues.

To effectuate the purpose and intent of the parties, both parties agree to meet as necessary.

Section 6.2 Exclusivity of Meetings

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at “labor management meetings”, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 6.3 Employee Attendance at Meeting

Attendance at labor management meetings shall be voluntary on the employees’ part. If an employee is selected to represent the Union at the meeting, his/her attendance shall be considered work time. This means that time spent at such meetings will be compensated as time worked, unless an employee needs to be called in from an off shift to attend the meeting; such time spent during the meeting will be unpaid. If the work schedule of the Stewards of the bargaining unit does not allow for attendance, appropriate release time will be granted.

ARTICLE VII – LABOR COUNCIL REPRESENTATION

Section 7.1 Right of Entry

Authorized representatives of the Labor Council Union shall have reasonable access to the Employer for the purpose of conferring with the Employer and/or employees, and for the purpose of administering this Agreement provided: 1) the union representative must notify and gain consent of the Police Chief/Designee, in advance of his or her intent to visit – such consent not to be unreasonably denied; 2) visits must be at reasonable times and for reasonable lengths; and 3) visits cannot interfere with operations.

Section 7.2 Union Stewards

The Village recognizes the right of bargaining unit employees to select Union Stewards. The Labor Council shall provide the Chief of Police with the name(s) of any Union Stewards selected by the bargaining unit. Whenever possible, grievances will be held during the Steward’s shift(s) so that Stewards do not need to be called back to handle grievances or other issues.

Section 7.3 Activity During Work Hours

Stewards can conduct union activities, limited to the purposes of investigating grievances, resolving disputes, and ascertaining that the Agreement is being adhered to, during working hours on Employer premises if it does not interfere with operations and upon notification to the Police Chief/Designee.

Reasonable time while on duty will be permitted a Steward for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, if it does not interfere with operations. Before engaging in such activities, the Steward will notify his sergeant. Such reasonable time shall be

without loss of pay.

In addition Employees shall, after giving appropriate notice to the Employer, be allowed reasonable time off, with pay during work hours, if on duty, to attend grievance hearings or grievance meetings, labor-management meetings, or other meetings with the Employer, at the premises of the Employer, if by virtue of their position with the Labor Council, their attendance is necessary.

Section 7.4 Attendance at Meetings

The Employer agrees that the duly authorized representatives of the Labor Council bargaining unit shall be allowed to use their available time off to attend general, executive or special meetings of the Labor Council, provided that reasonable notice of such meetings shall be given in writing to the Employer.

Section 7.5 Representation

At the employee's request, a Union Steward or Labor Council representative will be allowed to attend any investigatory interview, which the employee reasonably believes may lead to discipline. The interview shall be reasonably delayed allowing the employee an opportunity to have a Union Steward and/or Labor Council representative present.

Section 7.6 Labor Council Negotiating Team

Members designated as being on the Labor Council negotiating team who are scheduled to work on a day which negotiations will occur, shall for the purpose of attending scheduled negotiations, be excused from their duties without loss of pay for the period of negotiations. If a designated Labor Council negotiating team member is on regular day-off status on the day of negotiations, he will not be compensated for attending the session. A reasonable effort shall be made by both parties to schedule negotiations for a day and time at which the designated members of the Labor Council negotiating team are not scheduled to work.

Section 7.7 Delegates

Any Employee chosen as a delegate to an Illinois Fraternal Order of Police Labor Council conference or meeting shall be allowed the use of available time off options to attend any such meetings or conferences, provided that the employee submits a written request to the Employer, at least thirty (30) calendar days in advance of the leave requested, and the request does not conflict with any other officer's previously approved time off.

ARTICLE VII – INDEMNIFICATION

Section 8.1 Employer Responsibility

The Village shall be responsible for, hold employees harmless from and pay for damages or moneys, which may be adjudged, assessed or otherwise levied against any employee covered

by this Agreement, provided the conduct and actions are as a result of and within the scope of employment as defined and limited by applicable Illinois statute

Section 8.2 Legal Representation

If a civil action is brought against an employee covered by this agreement for acting in his/her capacity as a police officer, the Village shall provide legal representation resulting from or arising out of the police officer's performance of his/her duties.

Section 8.3 Cooperation

Employees shall be required to cooperate with the Village during the course of the investigation, administration or litigation of any claim arising under this article.

Section 8.4 Applicability

The Village will provide the protection set forth in Section 1 and Section 2 above, so long as the employee is acting within the scope of his/her employment and where the employee cooperates, as defined in Section 8.3, with the Village in the defense of the action or actions or claim.

ARTICLE IX – HOURS OF WORK AND OVERTIME

Section 9.1 Departmental Work Schedule

A. Normal Workday

The normal workday for the Patrol Division normally will be considered to be twelve 12 hours (including a thirty 30 minute paid lunch period). Employees are also entitled to two (2) fifteen (15) minute paid breaks. The work period shall consist of twenty-eight (28) days and will be composed of two (2) fourteen (14) day duty cycles which begin on a Sunday and end on a Saturday. A duty cycle shall consist of fourteen (14) days and follow a pattern of two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, three (3) days off. Officers will be scheduled to have every other Friday, Saturday and Sunday off. For each employee, one workday during every (fourteen) 14-day duty cycle shall be known as a Kelly Day and shall consist of an (eight) 8-hour shift rather than the normal (twelve) 12-hour shift. The Kelly Day hours may be scheduled to begin either at the beginning of the (twelve) 12-hour period or four hours into the (twelve) 12-hour period depending upon the needs of the department. The schedules of individual patrol officer will not be changed without at least thirty (30) calendar days' notice unless mutually agreed upon between the Department and the Patrol Officer, an emergency occurs, or exigent circumstances exist. Officers will not be scheduled to work more than three (3) days in a row excluding: hire-back, special events, call-backs, training, extra-duty assignments and other similar situations requiring schedule modifications.

B. Normal Shift Schedule

The Normal Shift Schedule will be as follows:

- 1) The twenty-four (24) hour day will be divided into two (2) twelve (12) hour shifts. The twelve (12) hour shift schedule will be 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m.
- 2) Each of the two (2) primary twelve (12) hour shifts will be manned by two (2) separate squads of Patrol Officers (as an example Night A and Night B / Day A and Day B would be considered separate squads).

C. Shift Selection

Prior to each December 15th, all sworn officers shall present to the Chief, in order of preference, their requests for permanent shift assignment. Seniority shall prevail in the selection process, except that the needs of the department for specialty assignments may be a deciding factor as to placement on a shift by the Chief of Police. The shift assignment will be worked commencing on January 1st for a period of one (1) year. Prior to selection, the Chief shall designate the number of Patrol Officers to be assigned to each of the two (2) permanent patrol shifts. The Chief shall retain the right to change the number of officers assigned to each of the twelve (12) hour shifts prior to the year for which selections are made. If, during the year, there is a change of assignment, the Officer will normally fill the position vacated by the Officer replaced. An attempt will be made to give the Officer(s) involved their first choice of shift which was selected during the preceding December selection process, to include the day off grouping. When it is impractical due to an adverse effect on manpower distribution, the Officer(s) will be assigned to the shift(s) where the manpower shortage(s) exist as determined by the Chief. When an Officer is released from the FTO program, the Chief shall assign the Officer to the appropriate shift.

Section 9.2 Days Off, Switches, and Trades

Officers within the Patrol Division may request to switch their workdays and days off within their own scheduled work periods. If approved and approval shall only be granted when the shift is at or above minimum manpower, switches will be completed within the same work period. Officers will not work more than three (3) days in a row due to switches without supervisory approval. Officers shall only make switch trades within their Division. Officers may request to trade their workdays, days off and shifts with other Officers. If approved, the Officers involved must complete the trade within the pay period Sunday to Saturday from the day the trade is worked. Only Officers working the same number of shift hours will be allowed to trade.

Officers will not work a "double shift" due to a trade and will not work more than three (3) days in a row due to trades without supervisory approval. Officers who are off duty as a result of a Day Trade are not subject to an involuntary hire-back. All switches and trades shall only be permitted when in compliance with the Fair Labor Standards Act, or as amended.

Section 9.3 Overtime Pay

- A. Overtime worked in excess of eighty (80) hours in a fourteen (14) day duty cycle will be compensated on the basis of time and one-half (1½) the Officer's straight time hourly rate

of pay. No Officer shall be paid overtime twice for the same hours of work, and there shall be no pyramiding of overtime or premium pay. Overtime shall be paid on the basis of time and one-half (1½) the Officer's straight time hourly rate of pay on any day when an Officer works in excess of twelve (12) hours. The regular straight-time hourly rate of pay for purposes of this Agreement for all employees is the annual salary shown in Article 21. Wage Rates divided by 2080. The Employer agrees not to change a Patrol Officer's shift hours to avoid the payment of overtime to the covered member, except as expressed in the Agreement.

- B. Overtime for Eight (8) Hour Employees. Overtime worked of one-quarter (1/4) hour or more in excess of the normal workday will be paid on a basis of time and one-half (1 ½) the Officer's regular straight time hourly rate of pay. Overtime worked in excess of forty (40) hours in a seven (7) day work period also will be compensated on the basis of time and one-half (1 ½) of the Officer's regular straight time hourly rate of pay. Overtime worked shall also include Department assigned training time in excess of forty (40) hours in the seven-day work period. No Officer shall be paid overtime twice for the same hours of work, and there shall be no pyramiding of overtime.

Section 9.4 No pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 9.5 Court Time

- A. Employees covered by this Agreement who are required to attend court, inquests or obtain warrants outside their regularly scheduled work hours shall be compensated at their regular rate, unless exceeding forty (40) hours, then at the overtime rate of one and one-half (1 ½) times their straight time hourly rate of pay with a guaranteed minimum of two (2) hours or time served whichever is greater.

Each employee subpoenaed to appear in any court, whether it be criminal, civil, or Administrative Hearing, concerning matters arising from the performance of their duties, during non-duty hours (on a scheduled work day), shall be compensated at their regular rate of pay unless exceeding forty (40) hours, then at the overtime rate of one and one-half (1 ½) times their straight time hourly rate of pay with a guaranteed minimum of two (2) hours or time served whichever is greater. If the subpoena is for a civil case and any witness fees are paid to the officer, such fees must be turned over to the Village in order for the officer to receive pay. If an officer is subpoenaed on their scheduled day off, said officer shall be compensated at their regular hourly rate of pay unless exceeding forty (40) hours, then at the overtime rate of one and one-half (1 ½) times their straight time hourly rate of pay with a guaranteed minimum of three (3) hours or time served whichever is greater. Officers will be paid for lunch periods if required to return for further testimony after the lunch period on said day.

- B. Officers subpoenaed to appear in a court outside the corporate limits of the Village, shall be compensated at their regular rate of pay unless exceeding forty(40) hours, then at the overtime rate of one and one-half (1 ½) times their regular straight time hourly rate of pay. The officer will be guaranteed a minimum of three (3) hours and in addition, be reimbursed for mileage and other reasonably necessary expenses, unless a Village car is provided.
- C. Officers who are subpoenaed within their work function whose subpoena is later canceled will be given as much notice as possible of such cancellation. Subpoena cancellations not given with eight (8) hours of the subpoena time will result in the minimum court allowance payment to the officer as provided for above.

Section 9.6 Stand-By (On-Call) Pay

Whenever an employee is required to be on stand-by (on-call), excluding court time, on his/her off time, the employee shall be compensated at the overtime rate of time and one-half (1 ½) with a guaranteed minimum of two (2) hours or stand-by (on-call) time served, whichever is greater.

Section 9.7 Computation of Hourly Salary

For the purpose of determining overtime compensation, an employee's hourly salary shall be computed based upon an annual work year of 2080 hours and their base pay.

Section 9.8 Overtime Work

Scheduled Overtime: Whenever practicable, Patrol overtime will be scheduled on a voluntary basis, offered first to those Patrol officers scheduled as off and from the same shift as the manpower need. Secondly, overtime will be offered to patrol officers, in four (4) hour blocks. These selections will be offered and filled utilizing the rotating call-in roster. If the overtime continues to remain unfilled, an on-duty Patrol officer, in an inverse order of seniority, may be ordered to stay and the officer, in an inverse order of seniority, scheduled to relieve that shift, may be ordered to come in early to man the shift. Special Duty Overtime, shall be determined by shift and seniority basis. Officers must sign up for the Special Duty within five (5) days of posting and must provide forty-eight (48) hours' notice prior to removing their name from the assignment. For overtime that the Employer is aware of at least (2) two weeks in advance, the Employer will post such Scheduled Overtime in the roll call room and via electronic scheduling mechanism at least two (2) weeks in advance of the overtime. For overtime to cover vacation requests and other time off requested by Patrol Officers at least seven (7) calendar days in advance, the Employer will post such overtime opportunities in the roll call room and disseminated via electronic scheduling mechanism as soon as possible after the request.

Non-scheduled Overtime: Non-scheduled overtime or a sick leave call-off with a notification of eight (8) hours or greater prior to the start of the shift, shall be filled by utilization of a "call in" roster of which shall be updated each time a need arises, posted in the roll-call room and be disseminated via electronic scheduling mechanism. This roster shall include all officers in order of seniority. When the above overtime occurs, the first available officer on the list shall be

offered the overtime in question offered in four (4) hour blocks. As an employee is offered, and either accepts or rejects the overtime assignment, he/she shall then rotate to the bottom of the roster. If, after all available officers on this roster have been offered the overtime, the overtime remains unfilled, the officer on the outgoing shift (on inverse seniority) may be ordered to stay to cover the first four (4) hours of said shift, and the officer on the incoming shift (on inverse seniority) may be ordered in early to cover the remaining four (4) hours of said shift. If a sick leave call-off notification is within less than eight (8) hours prior to the start of the shift, the scheduler or shift supervisor will be allowed to hold over or call in the least senior officer of said shift.

When staffing shortages occur, a Patrol Officer will be called in early for the Officers tour of duty or may be required to extend their tour of duty. Although every attempt will be made to fill the vacancy per the most senior patrol officer being called and will be disseminated via electronic scheduling mechanism until the vacancy is filled. (Example Day shift A has a benefit day then Day shift B will be contacted by seniority to fill the opening.) In the event Day shift B has no patrol full-time volunteers and no other full-time patrol officer who is available (on a regular day off) wants the shift, a part time officer may be used to fill that vacancy. In the event no part time officer can cover the shift it will be filled by order of inverse seniority. If there are no volunteers, no part time officer volunteers for the assignment, then least senior Officer covered by this Agreement of the shift opposite then on duty shall be hired back involuntarily. The Department, absent emergencies, will attempt to provide Patrol Officers with a consecutive eight (8) hour rest period between shifts, except for court appearances.

Section 9.9 Call Back

A “call back” is defined as an employee’s assignment of work, which does not continually precede or follow an employee’s regularly scheduled working hours. This is distinguished from a “holdover” where the officer must work extra time immediately after his/her shift or “early start” where the officer is called in early immediately preceding his/her shift. Employees “called back” to the Employer’s premises at a specified time on a regularly scheduled work day shall be paid for a minimum of two (2) hours, or be compensated for the actual time worked, whichever is greater, at the regular straight time hourly rate of pay unless exceeding forty (40) eighty (80) hours in any 14-day duty cycle, then at one and one-half (1 ½) times their regular straight time hourly rate of pay. If the employee is “called back” on a regularly scheduled day off, the employee shall be compensated at the regular straight time hourly rate of pay unless exceeding eighty (80) hours in any 14-day duty cycle then at one and one-half (1 ½) times their regular straight time hourly rate of pay for a minimum of three (3) hours, or be compensated for the actual time worked, whichever is greater.

Section 9.10 Payroll Checks

Payroll checks shall be ready for issuance and issued by 0900 hours on Friday or directly deposited in employee’s account by that time.

Section 9.11 Compensatory Time

At the employee's request, compensatory time may be elected in lieu of overtime. Compensatory time will be calculated at the rate of 1-1/2 hours for each hour of overtime worked, Compensatory time will be allowed to accumulate or "banked" for up to a total of sixty (60) hours. If banked compensation time has not been used by the officer's annual anniversary date (original date of hire), it will automatically be paid (cashed) out to the officer at the original accumulation rate of pay. Thus, a zero balance will remain in the officer's compensation bank.

An employee desiring to schedule compensatory time off shall submit an Overtime request form at least forty-eight (48) hours prior to the beginning of the shift that he/she proposes to take off, provided that the Police Chief or their designee can waive this advance notice requirement on a case-by-case basis. Compensatory time off may be denied if the foreseeable effect as of the time that it is requested would be to create an overtime situation. Compensatory time off may not be scheduled in advance to be taken on holidays listed in Article 15.1 however, the Police Chief or designee, may approve a request for compensatory time off on a holiday once the shift on that holiday has begun if, in the sole discretion of the Police Chief or designee, it is determined that the patrolman can use compensatory time off on that shift without adversely affecting staffing levels. Compensatory time shall be at the discretion of the Chief of Police, and such requests shall not be unreasonably denied. Requests for compensatory time off shall be considered on a first-come, first-served basis, except that requests for compensatory time off on a holiday shall be considered in seniority order. Employees may cash out up to twenty (20) hours of compensatory time each quarter of the current year.

Section 9.12 Adjusting Work Hours-Overtime

Officers will not work more than sixteen (16) consecutive hours absent emergency circumstances, during which Officers may be required to work in excess of sixteen (16) hours until relieved or until the emergency is brought under control. The Department, absent emergencies, will provide Officers with a consecutive eight (8) hour rest period between shifts, except for court appearances. When staffing shortages occur, an Officer may be called in early for the Officers tour of duty or may be required to extend their tour of duty. Although every attempt will be made to distribute overtime per seniority such extension of a tour of duty shall be on a voluntary basis in order of seniority, offering a part-time officer the assignment, but if no one accepts the overtime, then by requiring needed Officers to work on the basis of inverse seniority.

Section 9.13 Adjusting Work Days

During each fourteen (14) day duty cycle each officer should be scheduled to work eighty (80) hours. Since, however, an officer is scheduled to work seven (7) days in each fourteen (14) day duty cycle, working seven (7) twelve (12) hour days would equal eighty-four (84) hours, four (4) hours beyond the required eighty (80) hours of work in a duty cycle. Therefore, each fourteen (14) day duty cycle will have an eight (8) hour day going into the officers scheduled days off.

Section 9.14 Use and Accrual of Benefit Time

Vacation, sick, personal days and holiday time will continue to be earned in eight (8) hour increments. Use of this time will require using twelve (12) hours of benefit time in order to obtain a twelve (12) hour day off (i.e., 1.5 vacation days, 1.5 holiday days, 1.5 sick days and 1.5 personal days). No more than 1 officer may use comp, vacation, holiday, or personal time per shift (day off grouping; as example nights A or B would be considered two separate shifts). Officers will be allowed to schedule vacation their two (2) weeks or primary vacation pick by seniority. One (1) week is defined by seven (7) consecutive days and not by benefit hours used to secure that time. The seven (7) consecutive days for the second week do not have to be consecutive to the first.

Section 9.15 Specialty Compensation

Officers assigned as a Firearms Instructor, Evidence Technician, and/or SRO shall receive a five-hundred-dollar (\$500) stipend every six (6) months of service for up to two (2) such assignments. The Chief has the discretion to determine the Patrol Officer(s) who fill these positions and the number of Patrol Officers in each designation. If Patrol Officers serve in these positions/designations less than a six (6) month period, such stipend will be pro-rated.

ARTICLE X – EMPLOYEE SECURITY/DISCIPLINE

Section 10.1 Just cause standard

No employee covered by this Agreement shall be disciplined without just cause.

Section 10.2 Discipline

The Employer agrees to normally follow the tenets of progressive and corrective discipline, except that the level of discipline shall fit the seriousness of the infraction and therefore steps in the progressive discipline process may be skipped. The parties further agree that oral or written warnings shall be expunged from an employee's personnel and/or disciplinary file(s) twelve (12) months after the warning is received by the employee provided there has been no repetition of the offense within that twelve (12) month period. The parties further agree that all verbal and written warnings shall be expunged from an employee's personnel and/or disciplinary file(s) one (1) year after the verbal or written warning is received by the patrol officer so long as there has been no repetition of the offense during the one (1) year period. All such expungements shall take place upon written request by the employee to the Chief of Police. Any verbal or written warning involving patrol officer misconduct shall be retained by the Police Department in a file other than the Patrol Officer's personnel file even after expungement from the personnel file in accordance with the Illinois SAFE-T Act (50 ILCS 205/25). Suspensions for any length of time shall remain in the patrol officer's personnel file.

Section 10.3 Employee Notification

A copy of any disciplinary action or material related to an employee's performance which is placed in the personnel and/or disciplinary file(s) shall be sent to the officer within seven (7) calendar days of being placed into said file.

Section 10.4 Prediscipline Meeting

Before imposition of any discipline upon an employee, the Employer shall provide such employee with:

- (a) Notice of the charges giving rise to the contemplated action;
- (b) An explanation of the evidence giving rise to the charges; and
- (c) An opportunity to be heard on/or to respond to such charges.

Before imposition of any suspension or discharge upon an employee, the Employer shall provide such employee, if that employee chooses to be heard on pending charges, the opportunity to have a Labor Council representative present.

If an investigatory meeting is necessary before issuance of discipline, an employee who so chooses will be given the opportunity to have a Labor Council representative present.

Section 10.5 Personnel Files

Upon written request of an employee, at a time and place agreeable to the Employer no later than seven (7) calendar days in accordance with the Personnel Records Review Act, the Employer shall permit said Employee to inspect and copy, any information in their personnel file. The employee will be allowed to inspect and copy any information in their personnel file. The employee may also insert a written reply to any adverse documentation contained in the personnel file. The employee's written reply shall be permanently attached to the adverse documentation and shall become a permanent part of the employee's personnel file. The employee's written reply shall be included whenever such disputed documentation is released to a third party. The Employer shall comply with the provisions of the Personnel Records Review Act, 820 ILCS 40/0.01 *et seq.*, as amended.

Section 10.6 Document Review

The Labor Council or a representative may request to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent, in accordance with applicable state and federal law.

Section 10.7 Use of Unfounded or Exonerated Material

Any information of an adverse employment nature which may be contained in any

unfounded, exonerated or otherwise not sustained file, shall not be used against the employee in any future proceedings, and such materials shall be permanently removed from the employee's personnel records.

Section 10.8 Investigation of Employee

In any "informal inquiry" whether written or oral, as that term is defined in 50 ILCS 725/1 *et seq.*, affected employees will be told the purpose of the inquiry prior to such questioning. In addition, in any meeting called by command or supervisory personnel, in which an employee reasonably believes that discipline will result from the meeting, the employee may request that a representative of his choosing be present. The Uniform Police Officer's Disciplinary Act shall apply to any inquiry which may lead to disciplinary action, and shall be incorporated herein as Appendix "C". Counseling and discipline of employees shall be conducted in such a manner so as not to publicly embarrass or humiliate the employee.

Section 10.9 Disciplinary Appeals

The parties agree that the Chief of Police or designee shall have the right to suspend a non-probationary officer for up to thirty (30) calendar days or dismiss a non-probationary officer for just cause, without filing charges with the Village Board of Police Commissioners. Neither the Police Chief nor the Village or their agents will file charges asking the Board of Police Commissioners to impose discipline on any non-probationary bargaining unit employee; instead all such discipline shall be imposed by the Police Chief or designee.

The decision of the Police Chief or designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein. If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article XI of this Agreement, except that it shall be filed at Step 3 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article XI of this Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be available under the Rules and Regulations of the Village Board of Police Commissioners. The Village Board of Police Commissioners is divested of jurisdiction to hear disciplinary charges.

Discipline that does not involve a termination or suspension (e.g., oral and written reprimands) may only be grieved through Step 3 of the grievance procedure and may not be submitted to arbitration.

The parties recognize that the Village Board of Police Commissioners has certain authority over the employees covered by this Agreement, including, but not limited to, the right to make, alter and to enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Village of Police Commissioners, except as provided above.

ARTICLE XI – GRIEVANCE PROCEDURE

Section 11.1 Definition

For purposes of this Agreement, a grievance is defined as any dispute or difference between the parties to this Agreement concerning interpretation and/or application of this Agreement or its provisions.

Section 11.2 Representation

Grievances may be processed by the employee or the Labor Council on behalf of an employee or group of employees. The Labor Council may have the grievant or grievants present at any step of the grievance procedure, and the grievant is entitled to Labor Council representation at any step of the grievance.

Section 11.3 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the occurrence of the event giving rise to the grievance or the time at which the grievant first became aware, or should have become aware through due diligence of the event giving rise to the grievance. A grievance may be initiated by the Labor Council or an aggrieved employee. If the Village fails to provide an answer within the time limits so provided, the Labor Council or Grievant may immediately appeal to the next step. The parties may mutually agree in writing to extend any time limits. A grievance shall be processed as follows:

STEP 1:

Any employee who has a grievance shall submit the grievance in writing on the form attached hereto as (Appendix “D”) to the employee’s immediate supervisor or designee indicating that the matter is a grievance under this Agreement. The grievance shall contain a summary statement of the essential facts, identify the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) calendar days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have

obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor or designee shall render a written response to the grievant within seven (7) calendar days after the grievance is presented.

STEP 2:

If the grievance is not settled at Step 1 and the employee, or the Labor Council if a Labor Council grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Chief of Police or designee within seven (7) calendar days after receipt of the Employer's answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Chief of Police or designee shall investigate the grievance and in the course of such investigation, shall offer to discuss the grievance with the grievant and an authorized Labor Council representative, if one is requested by the employee, at a time mutually agreeable to both parties. If no settlement of the grievance is reached, the Chief of Police or designee shall provide a written answer to the grievant or to the Labor Council if a Labor Council Grievance, within seven (7) calendar days following their meeting.

STEP 3:

If the grievance is not settled at Step 2 and the employee, or the Labor Council if a Labor Council grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the Village Manager or designee within seven (7) calendar days after receipt of the Employer's answer in Step 2. The Village Manager or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance with the grievant and an authorized Labor Council representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Village Manager or designee shall provide a written answer to the grievant or to the Labor Council if a Labor Council grievance, within seven (7) calendar days following their meeting.

Section 11.4 Arbitration

If the grievance is not settled in Step 3, and the Labor Council wishes to appeal the grievance from Step 3 of the grievance procedure, the Labor Council may refer the grievance to arbitration, as described below within fourteen (14) calendar days of receipt of the Village Manager's written answer as provided to the Labor Council at Step 3.

- (a) In the event the parties are unable to agree upon an arbitrator, within seven (7) calendar days after receipt of the notice of referral, the party requesting arbitration shall request the Federal Mediation and Conciliation Services to submit a list of seven (7) names. Each party retains the right to reject one panel in its entirety and request that a next panel be submitted. Both the Village and Labor Council shall alternately strike names from the panel. The Village shall be the first to strike. The remaining person shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time

and place for the hearing, subject to the availability of Labor Council and Village representatives.

- (c) The Village and the Labor Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Labor Council retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is the later.
- (e) More than one (1) grievance can be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Labor Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 11.5 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award of the arbitrator rendered within the limitation of this Section 11.5 shall be final and binding upon the Village, the Labor Council and the employees covered by this Agreement.

Section 11.6 Employee Rights

Employees, except for probationary employees, shall have the right to file grievances on any discipline cases. However, only cases of suspension or discharge of non-probationary employees shall be subject to the arbitration process of this agreement.

Section 11.7 Union Representatives

The Village recognizes the right of bargaining unit employees to select Union Representatives. The Labor Council shall provide the Chief of Police with the name(s) of any Union Representatives selected by the bargaining unit.

ARTICLE XXII – NO STRIKE OR LOCK OUT

Section 12.1 No Strike

Neither the Labor Council nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike during the life of this Agreement.

Section 12.2 No Lock Out

The Village will not lock out any employee during the term of this Agreement as a result of an actual or anticipated labor dispute with the Labor Council.

Section 12.3 Judicial Restraint

Nothing contained herein shall preclude the Village or the Labor Council from seeking judicial restraint and damages in the event the other party violates this Article.

ARTICLE XIII – HOLIDAYS

Section 13.1 Holidays

The employees shall receive a regular day’s pay, of eight (8) hours, for each of the following paid holidays per year. If the Village Board approves additional holidays for Village employees, the holidays will also apply to patrol officers.

- | | |
|------------------------|---------------------------|
| New Year’s Day | Veteran’s Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Friday after Thanksgiving |
| Labor Day | Christmas Eve Day |
| Spring Holiday | Christmas Day |
| (Friday before Easter) | New Year’s Eve |

Holidays shall accrue for all employees on the actual day of the holiday.

Section 13.2 Eligibility

Employees must either work or be in paid leave status during the last scheduled day prior to and after the holiday(s) occur in order to receive holiday pay. Periods of layoff are not considered to be paid leave status for the purpose of this Article.

Section 13.3 Personal Day

In addition to the holidays specified above, each employee covered by this Agreement shall be granted one (1) Floating Personal Day of eight (8) hours each year during the life of this Agreement. Employees must schedule use of the Floating Personal Day with the

employee's supervisor, and such request shall not be unreasonably denied.

In addition, at the option of the employee, employees shall have the right to convert one (1) day of sick leave to one (1) day of personal leave each year provided that the employee has taken no more than four (4) days of sick leave hours between May 1st and April 30th of the previous year.

Section 13.4 Holiday Pay

All employees not scheduled to work on a holiday shall receive their regularly scheduled number of work hours for one day of work at their regular straight time hourly rate of pay for that holiday. Employees who work on a holiday shall be compensated at their regular straight time hourly rate of pay for all time actually worked on such holiday, unless exceeding forty (40) then at the overtime rate of one and one-half (1 ½) times their straight time hourly rate of pay for all hours worked, in addition to holiday pay.

When an employee's regular workday falls on the actual day of a holiday, the employee shall receive their regular straight time hourly rate of pay for all hours worked in addition to Holiday pay.

When an employee is called in from his/her regular day off on the actual day of a holiday the employee shall be paid one and one half (1 ½) times their regular straight time hourly rate of pay for all hours worked in addition to Holiday pay.

Employees working on Independence Day, Thanksgiving Day and Christmas Day holidays shall be compensated at one and one-half (1 ½) times their straight time hourly rate of pay for all hours worked in addition to Holiday Pay as provided for Section 13.1 of this Article.

A holiday shall cover a twenty-four (24) hour period beginning with the start of the third (overnight) shift on the day of the holiday or immediately preceding (within two (2) to three (3) hours) the holiday and continue until the afternoon shift is completed on the same day.

Section 13.5 Holiday During Vacations

When a holiday falls during an employee's vacation, the employee shall have the option of eight (8) hours of pay for the holiday, or additional eight (8) hours off at the beginning or end of his/her vacation or within thirty (30) calendar days thereof, in lieu of holiday pay or not be charged vacation leave for said hours. This election must be made by the employee when he/she schedules his/her vacation. If an employee is called back from vacation to work, it shall be for the entire shift. Additionally, at the employee's option, said employee will be allowed to rebank said vacation day, to be taken at a later date, or receive the additional days pay.

Section 13.6 Holiday Hours Defined

A holiday shall cover a twenty-four (24) hour period. For example, if the overnight shift starts at 10:00 p.m. (2200 hours), the Christmas Day would be defined from 10:00 p.m. (2200 hours) on December 24th until 9:59 p.m. (2159 hours) on December 25th.

ARTICLE XIV – SENIORITY, LAYOFF AND RECALL

Section 14.1 Definition of Seniority

Seniority shall be based on the length of time from the last date of hire beginning continuous full-time employment as a Police Officer for the Village. Seniority shall be used when determining layoffs, vacation preferences and all other past practices in which seniority is a factor. If hired on the same date, ranking on the eligibility list shall establish seniority, with the employee's higher ranking being the most senior.

Section 14.2 Seniority List

On or before January 1st each year, the Employer shall prepare and forward to the Labor Council a list setting forth the present seniority dates for all employees covered by this Agreement and the list shall become effective on or after the date of execution of this Agreement. This list shall resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Thereafter, on or before January 1st each year the Employer will post and provide the Labor Council with a seniority list setting forth each employee's seniority date. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 14.3 Layoff

If the Employer so determines that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service with the Employer as provided in 65 ILCS 5/10-2.1-18. All employees and the Labor Council shall receive notice in writing of the layoffs at least thirty (30) days in advance of the effective date of the layoff. Prior to laying off any full-time non-probationary sworn employees covered by this Agreement, first all part-time or temporary employees, then all probationary employees functioning within the Police Department shall be laid off or terminated as the case may be. The Employer shall not hire or contract out to other parties to perform the duties that employees perform while there are bargaining unit members on layoff, unless the contracting out is to cover a special event and/or is for a period not to exceed two (2) weeks.

Section 14.4 Termination of Seniority

Employee's seniority may be broken only when he/she:

- (a) quits;
- (b) is discharged for just cause;
- (c) fails to return in accordance with the terms of recall from layoff;
- (d) fails to return from an approved leave of absence; or
- (e) fails to report to work without calling in for three (3) consecutive work days, unless the failure to notify the Employer is due to exigent circumstances beyond the employee's control.

Section 14.5 Recall

Employees who are laid off shall be placed on a recall list and remain eligible for a recall for a minimum of twelve (12) months. If there is a recall, “Bargaining Unit” Employees, who are eligible for a recall, shall be recalled in order of seniority, (the most senior being the first to be recalled) and given seven (7) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Labor Council, provided that the employee must notify the Village of his/her intention to return to work within seven (7) calendar days after receiving notice of recall. The employee will be expected to report to work seven (7) calendar days after sending such notice of intent. This time period can be mutually extended. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Village with his/her latest mailing address. If an employee fails to timely respond to a recall notice his/her name shall be removed from the recall list.

Section 14.6 Seniority and Authorized Leave of Absence

Seniority shall be calculated to include time spent on an authorized leave of absence by an officer.

ARTICLE XV – VACATION

Section 15.1 Eligibility and Allowances

Vacation will be accrued by regular, full time employees on a pay period basis in accordance with the following schedule.

<u>Years of Service</u>	<u>Hours per Year</u>
Year 1	Patrol Officer earns 80 hours (After first 6 months, Patrol Officer can use up to 40 hours. After 1 year, Patrol Officer can Use additional 40 hours.)
Year 2 through Year 3	80 hours
Year 4 through Year 9	120 hours
Year 10 through Year 15	160 hours
Year 16 through Year 20	176 hours
Year 20 or more	200 hours

Employees will receive their current regular hourly rate of pay for every hour of vacation

time used. Employees may not accumulate unused vacation days for use in subsequent years, except as provided for in Section 15.3 of this Article. Vacation hours shall not be charged should a Holiday fall during an employee's scheduled vacation period.

Upon separation of employment for any reason, employees shall be paid, for all accrued, but unused, vacation leave, at his/her current regular hourly rate of pay.

Vacation approval must be granted by the Chief of Police.

Section 15.2 Scheduling

Vacation requests by officers shall be granted on the basis of the employee's seniority as defined in this Agreement, if otherwise approved by the Chief of Police/Designee. By December 15th of each year, employees may select either:

- (a) Two (2) primary weeks (a week is defined as seven (7) consecutive days of vacation to be taken during the following calendar year; or
- (b) One (1) primary week (a week is defined as seven (7) consecutive days) and five (5) individual days to be taken during the following calendar year.

The vacation schedule for these primary weeks shall be posted no later than December 31st of each year. All other vacation requests submitted on or after January 1st, should be submitted at least seven (7) calendar days in advance of the requested vacation time, and will be granted on a first-come first-serve basis, subject to the discretion and approval of the Chief of Police/Designee. Any vacation request made less than seven (7) calendar days in advance may be granted within the discretion of the Chief or designee. All vacation days can be taken in no less than one-half (1/2) day increments. Once vacations are approved, they cannot be denied at a later time, unless by mutual agreement between the Chief of Police and the officer.

Section 15.3 Vacation Carry-Over

An officer may request in writing to the Police Chief to carryover over up to thirty-six (36) hours of vacation time up to ninety (90) calendar days after their anniversary date. If the officer was unable to utilize that time due to denial of such usage, the Police Chief will approve such carryover. All other requests for carryover will be decided within the discretion of the Police Chief. If the officer did not have his request for usage denied or did not attempt to use his/her vacation time, the vacation time will not be carried over nor paid out to the officer. If the officer is denied requests for usage during any approved carryover period, the officer shall then be paid for the unused vacation period at the end of said carryover period, at their current straight time hourly rate of pay.

ARTICLE XVI – SICK LEAVE

Section 16.1 Days Earned

Employees shall be granted (ninety-six) 96 hours of paid sick leave per year accruing on a monthly basis. Sick leave will be earned by employees during their Probationary Period, but cannot be used until after three (3) months of employment. Employees may accrue a maximum of (four hundred) 400 sick leave hours. Unused sick leave will not be compensated upon termination of employment.

Section 16.2 Sick Leave Utilization

Sick leave may be granted in full day increments for incapacitation due to illness, medical appointments, injury or disability. Sick leave may also be utilized for illness to an immediate family member (spouse or dependent child living in the household) and pursuant to the Illinois Employee Sick Leave Act (Public Act 99-0841). Employees must contact his Sergeant at least one (1) hour prior to the start of his/her shift in order to utilize sick leave for that day. If an employee fails to call in by that time, the absence will be considered unexcused and sick leave will not be granted. After more than three (3) consecutive sick days have been taken by an employee, the Chief of Police or Village may require a return to work release from a certified health care provider.

Section 16.3 Family and Medical Leave Act

The parties agree to comply with their obligations, if any, under the Family and Medical Leave Act of 1993 and any revisions thereto, and the rules and regulations issued in conjunction therewith.

Section 16.4 Line of Duty Injury

An employee who sustains an injury or illness arising out of and in the course of employment with the Village shall be covered by the provisions of the Public Employees Disability Act, 5 ILCS 345/0.01 *et seq.*

ARTICLE XVII – ADDITIONAL LEAVE OF ABSENCE

Section 17.1 Unpaid Discretionary Leave

The Village may grant an unpaid leave of absence under this Article to any bargaining unit employee where the Village, in its sole discretion, determines there is good and sufficient reason.

Section 17.2 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Chief of Police or designee thirty (30) calendar days in advance of the requested leave, or as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Employer and it shall be in writing.

Section 17.3 Military Leave

An employee who is covered by the terms of this Agreement, who is a member of a Reserve force of the Armed Forces of the United States or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs, perform other assigned duties or who should be called to active status, shall be granted a military leave of absence in accordance with Federal, State and local Statutes, and with no loss of benefits (including insurance benefits) or seniority rights for the duration of their active duty status. This shall also include any leave for monthly, yearly and any other necessary training required through their military obligations. Additionally, this leave shall not be charged against any accrued vacation, sick leave, personal leave or any other paid leave. Employees returning from Military Leave status shall be immediately returned to their position prior to their leave.

Section 17.4 Bereavement Leave

When death occurs in the immediate family of any bargaining unit employee, said employee shall be granted three (3) scheduled work days off without loss of pay as bereavement leave. Additional time needed by the Employee may be granted, but will be deducted from accumulated vacation time or sick time at the employee's discretion and the Police Chief's approval. If an employee has no accumulated paid time, the employee may request the use of unpaid time to extend bereavement leave. Such requests will be at the discretion of the Village. Days taken as bereavement leave shall not be deducted from sick leave or any other paid leave.

"Immediate Family" is defined as the employee's: Spouse, Child, Step Child, Parent, Step-Parent, Brother, Step Brother, Sister, Step Sister, Grandparent, Mother-in- Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Sister-in-Law, Brother-in-Law, and Grandchild and officially recognized civil union partner pursuant to 750 ILCS 75/10 *et seq.* An employee will be granted one (1) day with pay for any member of the extended family and one (1) day with pay to attend bereavement services for a co-worker that is a member of the bargaining unit.

In accordance with the Family Bereavement Leave Act, 820 ILCS 154/1, eligible employees shall be entitled to a total of ten (10) workdays of unpaid bereavement leave to (1) attend the funeral or alternative to a funeral of a covered family member; (2) make arrangements necessitated by the death of the covered family member; (3) grieve the death of the covered family member or (4) be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party; (iv) a failed pregnancy or fertility; or (vi) a stillbirth. Any paid leave from the above paragraph will run concurrently with

unpaid leave under this provision. Such leave must be completed within 60 calendar days after the date on which the employee receives notice of the death of the family member or within 60 calendar days after the occurrence of one (1) of the events listed above. In the event of the death of more than one (1) family member in a (twelve) 12-month period, and/or an employee experiences one of the events listed above, an eligible employee is entitled to up to (six) 6 weeks of unpaid family bereavement leave during that (twelve) 12-month period.

Section 17.5 Benefits While on Leave

- (a) Upon the return, of an approved leave of absence, the employee will be restored to their former position, or an equivalent position, if available, unless otherwise required by law. If the employee would have been eligible for layoff according to his/her seniority except for his/her leave, he/she shall have the option to go directly on layoff.
- (b) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire amount of the insurance premium involved of the insurance premiums, unless required otherwise by law.
- (c) Employees while on illness leave shall be entitled to holiday pay during the first thirty (30) days of such leave.

Section 17.6 Jury Duty

Any employee who is called for or selected to serve on a jury trial shall receive their usual rate of pay for every scheduled day of work missed because of jury duty, provided they turn the stipend received for jury duty on these days over to the Employer. Leave for jury duty will not be charged against the employee's annual leave or sick leave and all benefits will continue to accumulate during each day of jury duty leave.

Section 17.7 Court Attendance

Employees shall be granted leave, with pay, for attending court as a subpoenaed witness, in any matter directly related to the performance of their duties for the Village. Employees subpoenaed to appear in court shall be paid in full but will turn into the Village the amount paid to the employee as a witness fee.

ARTICLE XVIII UNIFORM ALLOWANCE

Section 18.1 Quartermaster System

The quartermaster system with respect to the provision of uniforms and related equipment shall continue for the term of this Agreement. The Village shall provide each employee with an annual allotment of one thousand dollars (\$1000.00) per fiscal year (prorate if employed less than a year) for use by each employee to obtain uniforms, job related weather gear, related equipment and the replacement thereof, provided that up to two hundred dollars (\$200.00) may be carried over from one fiscal year to the next fiscal year.

In addition, the Employer will provide at no cost to the employee, a ballistic vest (minimum Level II-A) and replacement vest panels as recommended by the manufacturer (or government recalls). The Employer will also provide at no cost to the employee all uniforms and equipment required when initially hired consisting of a flashlight, OC (oleo-resin capsicum) spray, one (1) pair of handcuffs, asp, all carriers for equipment (including leather items), replacement batteries, for the protection of those employees performing patrol or investigation duties and any other duty related items. Such equipment will be equal to the list of equipment as provided when the Officer is originally hired, as listed above and job related weather gear.

The Village shall provide each officer a written statement reflecting the remaining balance of their clothing allowance account, upon request of the officer, up to four (4) times per year.

The Village will also provide at no cost to the officer all uniforms and equipment required when initially hired, excluding firearm.

Section 18.2 Uniform Changes

In addition to the above, the Employer agrees that any changes to the uniform presently being worn will be provided for by the Employer. This includes any departmental uniform changes.

Section 18.3 Replacement of Damaged Clothing

The Employer agrees to replace the clothing of any employee which is damaged as a result of the employees' duties, excluding ordinary wear and tear. Such an incident shall be documented to the employee's immediate supervisor.

Section 18.4 Replacement of Personal Property

The Employer agrees to repair or replace corrective lenses, prescription sun glasses, wrist watch, cellular phone or other item of personal property which is worn or carried by the Employee, and which is not prohibited by the Employer, when same is damaged or destroyed as a result of the Employee's performance of duty. Such claims for replacement or repair shall be accompanied by receipts and shall be limited to two hundred seventy-five dollars (\$275.00) per fiscal year per

employee. Such claims shall be documented by the Employee to the Chief of Police and shall be reviewed by the Chief of Police.

Section 18.5 Equipment Purchase

The Employer agrees to once a year, for covered members who request to purchase a weapon and accessories approved for duty by the Chief of Police loan the patrol officer up to \$2100.00 dollars upon the patrol officer executing a note or loan agreement with the Employer. The covered member will reimburse the Employer over the next twelve (12) months after the purchase. If the covered member separates for any reason, the Employer is authorized to deduct any remaining owed debt from the covered members payouts owed per the Labor Agreement. If the covered member has no payouts for the collection of the remaining debt, the weapon and accessories must be turned over to the Village and the weapon then becomes the property of the Village.

ARTICLE XIX – EDUCATION, TRAVEL & GENERAL

Section 19.1 Schools, Seminars, and Conferences

Where the Village requires attendance of an officer at a school course, seminar, conference or training program, the fees for such will be paid by the Village.

Section 19.2 Tuition Reimbursement Program

The Village may pay for books and training courses the employee engages in that improve the employee's ability to perform Village duties. In order to qualify for reimbursement, the employee must receive approval before taking the course and receive a passing grade of "C" or above or "Pass" if the class is graded on a Pass/Fail basis. Once approval for reimbursement is given, it cannot be rescinded. Employees receiving prior approval will receive this reimbursement, as approved, within thirty (30) calendar days upon proof of completion of course and grade achieved, to the Village.

Section 19.3 Use of Personal Vehicle for Official Business

Employees required to use their personal vehicle for required attendance at any school, seminar, conference, or for official business shall be compensated at the current IRS per mile rate and reimbursed for such use monthly.

Section 19.4 Disabling Safety Defects

No employee shall be required to use any equipment that has been designated by both the Village and the Council as being defective unless the defective condition has been corrected.

Section 19.5 Travel Expense Reimbursement

For meetings and conferences held outside the Village, which require an overnight stay, employees will receive per diem according to the GSA (U.S. General Services Administration) per diem rate for the community in which the meeting or conference is taking place to cover meals, tips and all other incidental expenses. In addition, the following expenses shall be reimbursed to the employee:

- 1) Direct travel, including air, bus, train, and taxi fares, parking, tolls, and other reasonable expenses;
- 2) Direct travel by personal vehicle at the established rate per mile;
- 3) Overnight lodging;
- 4) Other reasonable and related expenses subject to review by the Chief of Police; and
- 5) A travel reimbursement form shall be completed within ten (10) calendar days of returning from trip for an amount due the employee, and the employee, upon presentation of the required receipts shall receive the appropriate amount due on the employee's following pay period.

Section 19.6 Firearms Training or Qualifications

For the purposes of firearms training or firearms qualifications, the Village shall provide all ammunition required, to be used for such purposes, at no cost to the officer.

Section 19.7 Council Use of Bulletin Boards

The Employer shall provide the Labor Council with designated space on an available bulletin board which will be used solely for Labor Council purpose for the posting of official Labor Council notices of a non-political, non-inflammatory nature.

Section 19.8 Public Act 095-0025 (775 ILCS 5/2-102)

The Employer agrees to follow the Public Act 095-0025 (775 ILCS 5/2-102) (from Ch. 68, par. 2-102) Sec. 2-102 (H) Pregnancy. The Employer will temporarily transfer a pregnant female Officer to a less strenuous or hazardous position for the duration of her pregnancy if she so requests, with the advice of her health care provider. If the transfer request is denied, the Chief of Police or designee will immediately notify the Officer in writing as to the reasons why the request was denied.

ARTICLE XX – HEALTH AND LIFE INSURANCE

Section 20.1 Life Insurance

The Village will provide each full-time officer covered by this Agreement with term Life and Accidental Death & Dismemberment Insurance in the amount of \$25,000.00. The Village will maintain term Life Insurance for full-time officers covered by this Agreement for an additional \$25,000.00 in the event the officer is killed in the Line of Duty. The Village reserves the right to change insurance carriers and plan coverage so long as such change does not alter the benefit amount as listed above. The Village will notify the union of any such change. Benefits of the Plan will be determined by the Plan documents.

Section 20.2 Group Insurance Coverage

The Village shall provide group health, dental (including orthodontics), vision, and prescription coverage for all employees covered under this Agreement and their dependents. The coverage and type of policies shall be at the minimum as is set forth and existed prior to the signing of this Agreement.

Section 20.3 Cost

Employees are eligible to participate in the Village’s group insurance program as outlined in Section 20.2 of this Article the first calendar day of the month following their first month of employment. Participating employees will contribute the premium cost, via a payroll deduction, for monthly premium cost of the coverage chosen. The Village reserves the right to change insurance carriers and plan coverage so long as such change will provide substantially similar benefits to employees. The Village will notify the union of any such change. Benefits of the plan will be determined by the plan documents. Premium contributions will be determined as follows:

5/1/2023-4/30/2027:

PPO-Premium contribution of 90% Employer, 10% Employee for single employee coverage; 88% Employer and 12% Employee for Employee plus spouse coverage; 85% Employer and 15% Employee for all other dependent coverage tiers.

HMO-Premium contribution of 95% Employer and 5% Employee for single employee coverage; 94% Employer and 6% Employee for Employee plus spouse coverage; and Employer 93% and Employee 7% for all other dependent coverage tiers.

Section 20.4 Worker's Compensation Insurance

The Village shall comply with the Illinois Worker's Compensation Act 820 ILCS 305/1, *et seq.* All Employees covered by this Agreement shall be covered by a worker's compensation policy for job related injuries. The applicable state law and insurance policies will determine the employee's benefits for job-related injuries.

Section 20.5 Inoculation

The Village agrees to pay full expenses for inoculation or immunization shots for the employee and for members of an employee's household when such becomes necessary as a result of said employee's exposure to contagious diseases (including AIDS, tuberculosis and hepatitis) where said officer has been exposed to said disease in the line of duty.

Section 20.7 Spouses and Dependents of Officer Killed in the Line of Duty

The Village agrees to comply with the terms of the Public Safety Employees Benefits Act, 820 ILCS 320/10, as amended from time to time.

ARTICLE XXI – WAGES

Section 21.1 Wage Schedule

Employees shall be compensated in accordance with the wage schedule set forth in Appendix "A", attached hereto and incorporated herein by reference.

Section 21.2 Field Training Officer

Officers designated as a Field Training Officer shall receive one (1) additional hour of pay at time and one-half (1 ½) their regular straight time hourly rate of pay rate for each full day (consisting of one-half (1/2) or more of the officer's shift) of training. An officer who serves for less than one-half (1/2) of the shift shall receive one half (1/2) hour of additional pay at time and one-half (1 ½) their regular straight time hourly rate of pay for Field Training Officer duties.

Section 21.3 Officer in Charge (O.I.C.)

Officers assigned the duties of acting sergeant or acting supervisor shall receive O.I.C. pay in the amount of one (1) additional hour of pay at time and one-half (1 ½) their regular straight time hourly rate of pay for each full day (consisting of more than one-half (1/2) of the officer's shift). An officer who serves for one-half (1/2) of the shift or less shall receive one half (1/2) hour of additional pay at time and one-half (1 ½) their regular straight time hourly rate of pay for such duties and responsibilities. This shall also apply to the senior officer in charge of a shift (when an

acting sergeant or acting supervisor is absent).

Section 21.4 Modified Lateral Transfer

Newly hired officers who have previous police experience as a full-time officer and are Illinois Certified Officers, upon completion of their F.T.O. training program, shall be placed in the wage schedules listed below:

- Two (2) to three (3) years experience, start at the two (2) year base pay.
- Three (3) years to four (4) years experience, start at the three (3) year base pay.
- Four (4) years to five (5) years experience, start at the four (4) year base pay.
- Five (5) years and Over experience, start at the five (5) year base pay.

ARTICLE XXII – DRUG AND ALCOHOL TESTING

Section 22.1 Purpose

The Village and the Union acknowledge that alcohol and drug abuse, hereinafter referred to as “substance abuse”, is a serious and complex issue that can negatively affect the performance and safety of officers as well as the safety of the public. The Village and the Union are committed to preventing and addressing the problems of substance abuse in order to ensure the safety of officers and the public

In order to ensure the safety of officers, the safety of the public, and to the Village, the Village will conduct drug and alcohol testing of officers as described below.

Section 22.2 Type of Testing

The Village may conduct Reasonable Suspicion Testing of Officers as follows:

- a) Reasonable Suspicion:** When the Chief of Police or his designee has reasonable suspicion that an officer is under the influence of alcohol or drugs, the Village may require that officer immediately report to a medical facility to provide samples for testing in accordance with the testing procedure outlined in Section 22.4 below. Reasonable suspicion is defined as suspicion based on personal observation of the Chief of Police or his designee concerning the behavior, appearance, speech, breath odor, and/or demeanor of an officer. The Chief of Police may also order the officer to be tested under this section based on verified reports or complaints made to the Chief of Police by a member of the public. Finally, the Chief of Police may order reasonable suspicion testing in conjunction with the investigation of an incident involving the injury of a police officer or member of the public, a vehicle accident or discharge of a firearm.

b) Officer Involved Shooting: Pursuant to 50 ILCS 727/1-25, when an officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty, such officer must submit to drug and alcohol testing. The drug and alcohol testing must be completed as soon as practicable after the officer involved shooting but no later than the end of the involved officer's shift or tour of duty.

Section 22.3 Chain of Possession Procedure

This refers to the procedure used to document the handling of the urine specimen from the time the officer gives the specimen to the collector until the specimen is destroyed. All chain of possession procedures utilized under this Program for testing of controlled substances and/or alcohol shall be the same as those approved by the Substance Abuse and Management Safety and Health Administration ("SAMSHA"), as are now in effect or as hereinafter amended.

Section 22.4 Testing Procedure

All laboratories used to screen for drug and/or alcohol use pursuant to this Program will be accredited by the Substance Abuse and Management Safety and Health Administration ("SAMSHA").

A. Specimen Integrity.

All specimens will be assed and tested for any attempts to adulterate or tamper with the integrity of the sample pursuant to SAMSHA guidelines.

B. Drug Screening.

Drug tests will be conducted to screen the presence of the following drugs and their metabolites.

- | | |
|------------------|--------------------|
| 1. Marijuana | 6. Barbiturates |
| 2. Cocaine | 7. Benzodiazepines |
| 3. Opiates | 8. Methadone |
| 4. Amphetamines | 9. Methaqualone |
| 5. Phencyclidine | 10. Propoxyphene |

C. Urine Testing.

All urine testing procedures will be performed with the standards approved by the Substance Abuse and Management Safety and Health Administration ("SAMSHA"). Split specimen samples will be maintained as per "SAMSHA" requirements and guidelines. Confirmatory testing utilizing Gas Chromatography and Mass Spectroscopy will be utilized according to "SAMSHA" guidelines and requirements.

D. Alcohol Testing.

All breath or saliva tests performed under this Program shall be performed to determine blood alcohol content. Any officer having alcohol concentration of at least 0.04 shall be deemed to have tested positive for the use of alcohol and such a result may subject the officer to the disciplinary provisions contained in Section 22.8 of this Article.

E. Marijuana Testing.

For Marijuana, an initial test result of 50 ng/mL or more shall be deemed a positive, and a confirmatory test result of 15 ng/mL or more shall be deemed a positive.

Section 22.5 Medical Review Officer

A person who is a licensed physician and who is responsible for receiving and reviewing laboratory test results generated by this Program and evaluating medical explanations for certain drug test results. The Village shall retain a qualified Medical Review Officer to receive test results from the laboratory and to carry out all actions necessary to confirm positive test results.

Section 22.6 Refusal to Submit to Testing

The Village requires a consent form to be signed by the individual prior to testing. Any officer who refuses to sign or submit to testing will be questioned as to the reason(s) for refusal. Unless there is a valid reason for refusal, the officer may be subject to disciplinary action up to and including discharge.

Section 22.7 Confidentiality of Results

Drug tests will be conducted by a qualified laboratory, and proper chain of custody procedures will be observed for samples. When employment status will be affected, confirmatory testing will be carried out. Records and information about testing and results will be treated as private and confidential.

The Chief of Police will make a confidential report to the Village Manager and Village Mayor stating when testing occurred, the results of such testing, and any discipline that resulted from such testing.

Section 22.8 Disciplinary Procedure

- A. Any officer who tests positive under this testing procedure may be subject to disciplinary action in accordance with Article X of this Agreement, up to and including discharge.
- B. An officer who tests positive will be informed of the test result by the Chief of Police in compliance with Section 22.4 of this Article. The officer shall be removed from active duty involving road patrol, telecommunications duties, handling of prisoners or suspects and any duties requiring possession of a firearm. The Chief

of Police and the officer will arrange a meeting where the officer shall have the opportunity to respond to the allegation of the positive test result. The officer may have the sample retested at his/her own expense, at an accredited testing facility as outlined in Section 22.4 of this Article.

- C. The illegal use, possession, sale or distribution of any illegal drug may subject the officer to discipline, up to and including termination. Being under the influence of any illegal drug while on duty may also subject the officer to discipline, up to and including termination. Being under the influence of alcohol at a concentration level of .08 or above may subject the officer to discipline, up to and including termination.
- D. The first offense of being under the influence of alcohol below a concentration level of .08, a prescription drug exceeding the prescribed dosage, or an unprescribed prescription drug may be referred to an Officer Assistance Program and may also include disciplinary action as provided in Article X. Any subsequent offenses under these circumstances may subject the officer to discipline, up to and including termination.

ARTICLE XXIII – IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, 5 ILCS 315/14, as amended.

ARTICLE XXIV – SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified by the Board, Agency or Court decision; and upon issuance of such a decision the Village and the Labor Council agree immediately to begin negotiations on a substitute for the invalidated Article, Section or portion thereof. If any provision of this Agreement or its application is held contrary to law, the remainder of this Agreement shall not be affected thereby. If the parties are unable to reach agreement, the Impasse Procedures of the Illinois Public Labor Relations Act shall be used.

ARTICLE XXV – DURATION

Section 25.1 Term of Agreement

This Agreement shall be effective on May 1, 2023 and shall remain in full force and effect until 11:59 P.M. on April 30, 2027. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by Certified Mail by either party no earlier than one hundred and twenty (120) days preceding expiration. The notice referred to shall be considered to have been served as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 25.2 Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse are continuing for a new Agreement or part thereof between the parties.

Village of Hampshire

Illinois Fraternal Order of Police
Labor Council

APPENDIX A - WAGES

Retroactivity on all hours paid from 05-01-23

<u>Years of Service</u>	<u>5/1/2022</u> <u>Current</u>	<u>5/1/2023</u> <u>4.00%</u>	<u>5/1/2024</u> <u>3.75%</u>	<u>5/1/2025</u> <u>3.75%</u>	<u>5/1/2026</u> <u>3.50%</u>
Start	\$63,390.01	\$65,925.61	\$68,397.82	\$70,962.74	\$73,446.43
1 year	\$65,292.65	\$67,904.36	\$70,450.77	\$73,092.67	\$75,650.92
2 years of service	\$68,557.27	\$71,299.56	\$73,973.29	\$76,747.29	\$79,433.45
3 years of service	\$71,985.14	\$74,864.55	\$77,671.97	\$80,584.66	\$83,405.13
4 years of service	\$75,584.39	\$78,607.77	\$81,555.56	\$84,613.89	\$87,575.38
5 years of service	\$79,363.64	\$82,538.19	\$85,633.37	\$88,844.62	\$91,954.18
6 years of service	\$83,331.81	\$86,665.08	\$89,915.02	\$93,286.84	\$96,551.88
7 years and over of service	\$89,581.70	\$93,164.97	\$96,658.65	\$100,283.35	\$103,793.27

APPENDIX "B" – DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
974 CLOCK TOWER DRIVE , SPRINGFIELD, ILLINOIS 62704**

I, _____, understand that under the U.S. Constitution I have a right not to belong to a Union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council. I, _____ hereby authorize my Employer, Village of Hampshire, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____
Title: _____

Employer, please remit all dues deductions to:
Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX "C" THE UNIFORM POLICE OFFICER'S DISCIPLINARY ACT

The Uniform Peace Officers' Disciplinary Act

Act 725. Uniform Peace Officers' Disciplinary Act

"The Bill of Rights"

Current through P.A. 97484 of the 2012 Reg. Sess.

The following is the text of the Uniform Peace Officers Disciplinary Act,
Chapter 50, 725/1 et seq., ILCS.

(50 ILCS 725/1) Short Title

Sec. 1. This Act shall be known and may be cited as the "Uniform Peace Officers' Disciplinary Act". (Source: P.A. 83-981)

(50 ILCS 725/2) Definitions

Sec. 2. For the purposes of this Act, unless clearly required otherwise, the terms defined in this Section have the meaning ascribed herein:

(a) "Officer" means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961, as now or hereafter amended, who is employed by any unit of local government or a State college or university, including supervisory and command personnel, and any pay-grade investigator for the Secretary of State as defined in Section 14-110 of the Illinois Pension Code, including Secretary of State sergeants, lieutenants, commanders, and investigator trainees. The term does not include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's office.

(b) "Informal inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

(c) "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of 3 days.

(d) "Interrogation" means the questioning of an officer pursuant to the formal investigation procedures of the respective State agency or local governmental unit in connection with an alleged violation of such agency's or unit's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of 3 days.

(e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an officer. (Source: P.A. 97-1150, eff. 1-25-13.)

(50 ILCS 725/3) Interrogation of Officer

Sec. 3. Whenever an officer is subjected to an interrogation within the meaning of this Act, the interrogation shall be conducted pursuant to Sections 3.1 through 3.11 of this Act. (Source: P.A. 83-981.)

(50 ILCS 725/3.1) Place of Interrogation

Sec. 3.1. The interrogation shall take place at the facility to which the investigating officer is assigned, or at the precinct or police facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer. (Source: P.A. 83-981.)

(50 ILCS 725/3.2) Disclosure of Information to Subject of Interrogation Regarding Nature of Investigation and Complainants

Sec. 3.2. No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complainants. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation. (Source: P.A. 83-981.)

(50 ILCS 725/3.3) Time of Interrogation

Sec. 3.3. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty. (Source: P.A. 83-981.)

(50 ILCS 725/3.4) Disclosure to Subject of Interrogation of Officer in Charge, Interrogators and Others Present

Sec. 3.4. The officer under investigation shall be informed in writing of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons who will be present on the behalf of the employer during any interrogation except at a public administrative proceeding. The officer under investigation shall inform the employer of any person who will be present on his or her behalf during any interrogation except at a public administrative hearing. (Source: P.A. 94-344, eff. 1-1-06.)

(50 ILCS 725/3.5) Duration of Interrogation Sessions

Sec. 3.5. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities. (Source: P.A. 83-981.)

(50 ILCS 725/3.6) Abusive and Offensive Language Prohibited at Interrogation

Sec. 3.6. The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language. (Source: P.A. 83-981.)

(50 ILCS 725/3.7) Record of Interrogation-Transcript

Sec. 3.7. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded. (Source: P.A. 83-981.)

(50 ILCS 725/3.8) Admissions; Counsel; Verified Complaint

Sec. 3.8. Admissions; counsel; verified complaint.

(a) No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.

(b) Anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit. Any complaint, having been supported by a sworn affidavit, and having been found, in total or in part, to contain knowingly false material information, shall be presented to the appropriate State's Attorney for a determination of prosecution. (Source: P.A. 97-472, eff. 8-22-11.)

(50 ILCS 725/3.9) Right to Counsel - Presence of Representative of Collective Bargaining Unit

Sec. 3.9. The officer under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel.

If a collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigations, such representative shall be present during the interrogation, unless this requirement is waived by the officer being interrogated. (Source: P.A. 83-981.)

(50 ILCS 725/3.10) Admissions or Confessions Obtained in Violation of Law

Sec. 3.10. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Act may not be utilized in any subsequent disciplinary proceeding against the officer. (Source: P.A. 83-981.)

(50 ILCS 725/3.11) Polygraph or Chemical Tests

Sec. 3.11. In the course of any interrogation no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record. (Source: P.A. 83-981.)

(50 ILCS 725/4) Constitutional and Legal Rights

Sec. 4. The rights of officers in disciplinary procedures set forth under this Act shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois. (Source: P.A. 83-981.)

(50 ILCS 725/5) Application of Act

Sec. 5. This Act does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, the Criminal Code of 2012, or any other federal, State or local criminal law. (Source: P.A. 97-1150, eff. 1-25-13.)

(50 ILCS 725/6) Superseding of Provisions by Collective Bargaining Agreements

Sec. 6. Except as otherwise provided in this Act, the provisions of this Act apply only to the extent there is no collective bargaining agreement currently in effect dealing with the subject matter of this Act. (Source: P.A. 100-911, eff. 8-17-18.)

(50 ILCS 725/7) Retaliatory Actions Prohibited

Sec. 7. No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted by this Act. (Source: P.A. 83-981.)

ILLINOIS FOP LABOR COUNCIL

974 Clock Tower Drive
Springfield, IL 62704
(217) 696-9433 • (217) 696-9487 / Fax



ILLINOIS FOP LABOR COUNCIL

5600 S. Wolf Road, Suite 120
Western Springs, IL 60558
(708) 784-1010 • (708) 784-0058 / Fax

24 Hour Emergency Hotline 1-877-436-7911 / 1-877-IFOP911

www.fop.org

Grievance No.: _____ Date Filed: _____

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



AGENDA SUPPLEMENT

TO: President Reid and Village Board

FROM: Lori Lyons, Finance Director

FOR: June 1, 2023 Village Board Meeting

RE: Resolution for the Village of Hampshire to enter into a Business Associate Agreement with Assured Partners of Illinois, LLC

Background. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law that required the creation of national standards to protect sensitive patient health information from being disclosed without a patient's consent or knowledge. The Privacy Rule standards were issued by the US Department of Health and Human Services and address the use and disclosure of individuals' health information by entities subject to the Privacy Rule. The main goal of the Privacy Rule is to make sure that individuals health information is properly protected while allowing the exchange of health information needed to provide and promote high quality healthcare, and to protect the public's health and well-being. Healthcare providers, Health plans, Healthcare clearing houses, and Business associates are the types of individuals and organization subject to the Privacy Rule. An intermediary that represents the group health plan, is referred to a broker and the plan may disclose PHI to the intermediary as necessary for the intermediary to perform its services for the plan.

Analysis. The Village of Hampshire has utilized the services of Assured Partners of Illinois, LLC (AP), formerly Lundstom Insurance, for many years as the broker or intermediary for employee benefit programs such health, dental, vision and life insurance, employee assistance plan, and flexible spending accounts. In case a broker's services involve the use or disclosure of personal health info the broker should enter into a Business Associate Agreement (BAA) with the plan sponsor. The BAA spells out the role of the Business Associate and how PHI is allowed to used and disclosed.

Recommendation. Staff recommends approval of entering into a Business Associate Agreement with Assured Partners of Illinois, LLC by adopted the resolution which follows this agenda supplement.

Resolution 23 –

**A RESOLUTION APPROVING A BUSINESS ASSOCIATE AGREEMENT
BETWEEN ASSURED PARTNERS OF ILLINOIS, LLC
AND
THE VILLAGE OF HAMPSHIRE**

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

WHEREAS, the Village finds it necessary to utilize the services of a third party for the purpose of providing guidance, evaluation and access to health insurance policy information and insurance matters management.

WHEREAS, the Village finds that AssuredPartners of Illinois, LLC (“AP”) has the professional ability to provide for these services to meet the Village’s needs; and

WHEREAS, the Village staff recommends that the Village enter into a Business Associate Agreement with AP for health care related matters in support of Village operations and its employees; and

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

Section one. The Village of Hampshire hereby determines that the “Business Associate Agreement” attached hereto as Attachment A and by this reference fully incorporated herein, is hereby approved and adopted.

Section two. The Village Finance Director is hereby authorized to sign the agreement on behalf of the Village and all documents necessary to effect this authorization and approval.

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

ADOPTED THIS 1st day of June 2023, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 1st day of June 2023.

Michael J. Reid, Jr.
Village President

ATTEST:

Joshua Wray
Deputy Village Clerk

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**Agreement**”) is entered into by and between the Village of Hampshire, Kane County, Illinois (“**Plan Sponsor**”) on behalf of the employee health plan(s) of Plan Sponsor (“**Covered Entity**”) and AssuredPartners of Illinois, LLC (“**Business Associate**”), effective as of May 1, 2023.

The purpose of this Agreement is to enable Covered Entity to meet applicable requirements under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“**HIPAA**”), and this Agreement shall be interpreted accordingly.

ARTICLE 1 DEFINITIONS

1.1 Terms used, but not otherwise defined, in this Agreement have the same meaning as those terms have in 45 CFR Sections 160.103, 164.103, 164.402 and 164.501. The following terms, for purposes of this Agreement, have the meanings indicated, unless the context clearly requires otherwise:

1.2 “**Breach**” has the same meaning as the term “breach” under 45 CFR Section 164.402.

1.3 “**Individual**” has the same meaning as the term “individual” in 45 CFR Section 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

1.4 “**Privacy Rule**” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.5 “**Protected Health Information**” or “**PHI**” means information that qualifies as protected health information under 45 CFR Section 160.103 with respect to Covered Entity.

1.6 “**Secretary**” means the Secretary of the Department of Health and Human Services or his or her designee.

1.7 “**Security Standards**” means the federal regulations issued as Health Insurance Reform: Security Standards and codified at 45 CFR parts 160, 162 and 164.

1.8 “**Security Incident**” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, but only to the extent that the incident involves electronic PHI.

1.9 “**Unsecured Protected Health Information**” has the same meaning as that term has under 45 CFR Section 164.402, but limited to information that is accessed, maintained, retained, modified, recorded, stored, destroyed or otherwise held, used or disclosed by Business Associate on behalf of Covered Entity.

ARTICLE 2
OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Permitted Uses of PHI. Business Associate agrees that it will not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

2.2 Unauthorized Use or Disclosure. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

2.3 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

2.4 Agents and Subcontractors. Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits PHI on behalf of Business Associate, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to that information.

2.5 Access to PHI. Business Associate agrees to provide access to PHI in a Designated Record Set, at the request of Covered Entity or an Individual and in the time and manner designated by Covered Entity, to Covered Entity or, as directed by Covered Entity, to an Individual, in accordance with 45 CFR Section 164.524. To the extent reasonably necessary for Covered Entity to comply with 45 CFR Section 164.524(c)(2), if Business Associate maintains PHI in an electronic format for any Individual, Business Associate agrees to provide, at the request of an Individual and in the time and manner designated by the Individual, a copy of such information in the electronic format designated by the Individual to that Individual or, if clearly, conspicuously and specifically directed by the Individual to transmit an electronic copy of that information directly to an entity or person designated by the Individual. If electronic information described in the preceding sentence is not readily producible in the form and format requested by the Individual, it will be provided in a readable electronic form and format as agreed to by Business Associate and the Individual, or, if no agreement is reached, in a hard copy format. Any fee charged by Business Associate to the Individual for providing such information (or a summary or explanation of such information) cannot exceed the amount described in 45 CFR Section 164.524(c)(4). Except as otherwise expressly provided in this Section 2.5, any information provided pursuant to this Section 2.5 will comply with the requirements of 45 CFR Section 164.524 as they apply to Covered Entity. If a request described in this Section 2.5 is made by the Individual to Covered Entity instead of Business Associate, Business Associate agrees to work with Covered Entity to allow Covered Entity to respond to the request in accordance with Section 164.524.

2.6 Amendment of PHI. Business Associate agrees to make any amendment to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

2.7 Records. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance determineA.

2.8 Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528. Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner designated by Covered Entity, information collected in accordance with this Section 2.8, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

2.9 Safeguards. Business Associate agrees to develop, implement, maintain and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all electronic PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity and to otherwise comply with applicable requirements of the Security Standards.

2.10 Reporting of Violations. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured PHI as required at [45 C.F.R. §164.410](#), and any Security Incident of which it becomes aware.

(2205) a) Security Incidents. For any successful Security Incident, i.e. any Security Incident that results in the unauthorized access, use, disclosure, modification, or destruction of electronic PHI or interference with system operations on an information system on which electronic PHI is maintained, the report will be provided without unreasonable delay and in no event later than ten (10) days after Business Associate becomes aware of the incident. Each such incident report will identify: (i) each individual whose PHI is known to have been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed during the incident;(ii) the nature of the non-permitted access, use, or disclosure and the date of the incident and the date of discovery; (iii) the type of PHI accessed, used, or disclosed; (iv) any corrective action Business Associate has taken or will take to prevent similar Security Incidents in the future; (v) any actions Business Associate has taken or will take to mitigate any harmful effects of the Security Incident; and (vi) such other information as Covered Entity may reasonably request. To the extent that any of the above information is not available to be included in the Security Incident report, the report must include an explanation of why such information is not available to Business Associate.

(b) Breach of Unsecured PHI. For any Breach of Unsecured Protected Health Information, notification will comply with 45 CFR Section 164.410 including, to the extent possible, identifying each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach. In addition, the notice described in the preceding sentence will include all information that is reasonably available to Business Associate that Covered Entity would reasonably be expected to need to fulfill its legal obligations with respect to the Breach, including the information required to be provided in a report of a successful Security Incident as described in this Agreement. If additional information described in the preceding sentence becomes available after the original

notice is provided to Covered Entity, Business Associate agrees to promptly provide the additional information to Covered Entity as it becomes available.

Business Associate agrees to provide notice of the Breach without unreasonable delay and in no case later than sixty (60) calendar days after Business Associate discovers the Breach. For purposes of the preceding sentence, Business Associate will be treated as discovering the Breach on the first day on which the Breach is known (or should reasonably have been known) to Business Associate (including any employee, officer or other agent of Business Associate other than the person committing the Breach). Whether a Breach has occurred will be determined in accordance with HIPAA. A delay in notification of a Breach that qualifies as a “law enforcement delay” under 45 CFR Section 164.412 or other applicable guidance will not be treated as a violation of this Agreement.

2.11 Reporting of Unsuccessful Security Incidents. Unsuccessful Security Incidents include but are not limited to pings on the Business Associate’s firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses and similar failed attempts to access systems that include electronic PHI. For unsuccessful Security Incidents, each annual or requested incident report will summarize the types and number of occurrences or frequency of unsuccessful Security Incidents; will indicate whether Business Associate believes its current security measures are adequate to address all unsuccessful Security Incidents, given the scope and nature of such attempts; and if existing security measures are not adequate, the report will describe the measures Business Associate will implement to address the security inadequacies. Notwithstanding the preceding, to the extent that the parties agree that no report of an unsuccessful Security Incident (or of specific types of unsuccessful Security Incidents) is required under applicable law, no such report will be required under this Agreement.

2.12 Other Obligations. To the extent that Business Associate agrees, under the terms of this Agreement or a general services agreement or otherwise, to carry out any obligation that the Covered Entity may have under the Privacy Rule at 45 CFR part 164, subpart E, Business Associate agrees to comply with the requirements of subpart E that would apply to Covered Entity in performing that obligation.

ARTICLE 3

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1 In Accordance with Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the general service agreement between Business Associate and Covered Entity (or Plan Sponsor), provided that such use or disclosure would not violate HIPAA if done by Covered Entity.

3.2 Management and Administration. Except as otherwise limited in this Agreement, Business Associate may (i) use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, and (ii) disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person

notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3 Data Aggregation. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR Section 164.504(e)(2)(i)(B).

3.4 Violations of Law. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502(j)(1).

ARTICLE 4 OBLIGATIONS OF COVERED ENTITY

4.1 Notice of Limits or Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of (1) any limitation in its notice of privacy practices that Covered Entity produces in accordance with 45 CFR Section 164.520, to the extent that that limitation may affect Business Associate's permitted or required uses and disclosures, (2) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if those changes affect Business Associate's permitted or required uses and disclosures, and any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522.

4.2 Permissible Requests. Except as permitted under Sections 3.2 or 3.3 of this Agreement, Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permitted under HIPAA if done by Covered Entity, unless such use or disclosure is otherwise permitted under HIPAA if done by the Business Associate on behalf of Covered Entity and is consistent with the requirements of the general services agreement between Covered Entity and Business Associate.

ARTICLE 5 TERM AND TERMINATION

5.1 Term. This Agreement is effective beginning on the Effective Date and will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy such PHI, protections are extended to such information, in accordance with the termination provisions of this Article 6.

5.2 Termination for Cause. If Covered Entity becomes aware of a material breach of this Agreement by Business Associate, Covered Entity shall be entitled to: (1) give Business Associate written notice of the breach, provide a reasonable opportunity for Business Associate to cure the breach and may terminate this Agreement (and any applicable portion of a general services agreement between the parties) if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or (2) immediately terminate this Agreement (and any applicable portion of a general services agreement that covers the services that Business Associate performs for Covered Entity) if Business Associate has breached a material term of this Agreement.

(2205) 5.3 Effect of Termination.a) Except as provided in paragraph (b) of this Section 5.3, upon termination of this Agreement for

any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity that the Business Associate still maintains in any form. This provision applies to PHI that is in the possession of subcontractors or agents of Business Associate. Except as provided in paragraph (b) of this Section 5.3, Business Associate shall retain no copies of the PHI.

(b) If Business Associate determines that returning or destroying PHI is infeasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible and Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

ARTICLE 6 MISCELLANEOUS

6.1 Regulatory and Statutory References. A reference in this Agreement to a regulation or a statute means that regulation or statute as in effect and as amended at the time of reference and as interpreted pursuant to any applicable guidance provided by the Secretary or other responsible regulatory authority and any applicable case law.

6.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of HIPAA. The Parties may agree to amend this Agreement from time to time in any other respect as they deem appropriate. This Agreement shall not be amended except by written instrument executed by Covered Entity and Business Associate.

6.3 Survival. The respective rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

6.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with applicable requirements of HIPAA. Also, nothing in this Agreement shall be construed to require Business Associate to violate its obligations to comply with any requirements of HIPAA that apply directly to Business Associate.

6.5 Relationship of Parties. None of the provisions of this Agreement are intended to create or shall be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other arrangement between the Parties.

6.6 No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Plan Sponsor, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

6.7 Successors and Assigns. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

6.8 Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any occasion.

6.9 Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

6.10 Notice. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To Business Associate: AssuredPartners of Illinois, LLC
 2205 Point Blvd, Suite 200
 Elgin, IL 60123
 Attn: Linda Sund, President
 Attn: Amy Kovanda, Operations Lead

To Plan Sponsor: Privacy Officer
 Village of Hampshire
 234 S. State Street
 PO Box 457
 Hampshire, IL 60140
 Attn: Lori A. Lyons

6.11 Indemnification.

(a) Plan Sponsor shall indemnify and hold harmless Business Associate from and against any and all losses, expense, damage or injury that Business Associate may sustain as a result of, or arising out of a breach of this Agreement by Plan Sponsor or its agents or subcontractors, including but not limited to any unauthorized use, disclosure, damage, or destruction of PHI.

(b) Business Associate shall indemnify and hold harmless Plan Sponsor from and against any and all losses, expense, damage or injury that Plan Sponsor may sustain as a result of, or arising out of a breach of this Agreement by Business Associate or its agents or subcontractors, including but not limited to any unauthorized use, disclosure, damage, or destruction of PHI.

6.12 Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter of this Agreement.

6.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. An executed Agreement delivered by facsimile or other electronic transmission shall be treated as if an original.

Signature page immediately follows.

The parties have caused this Agreement to be executed by their authorized representatives.

**EMPLOYEE HEALTH PLANS OF THE VILLAGE OF HAMPSHIRE
BY THE VILLAGE OF HAMPSHIRE PLAN ADMINISTRATOR**

By: _____

Print Name: Lori A. Lyons

Print Title: Finance Director

Date: _____

ASSURED PARTNERS OF ILLINOIS, LLC

By:  _____

Print Name: Linda Sund

Print Title: President

Date: _____



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: Josh Wray, Assistant to the Village Manager
FOR: Village Board Meeting on June 1, 2023
RE: Residential Chicken Pilot Program Review

Background: The Village Board passed regulations governing the keeping of chickens in residential areas, which currently allows for 10 licenses, all of which are taken. The Board also expressed the desire to receive feedback on the regulations and processes from the licensees throughout the first year to then consider modifications.

Analysis: Staff created an online survey that asked five questions about satisfaction with the program requirements. It was sent to each of the 10 current licensees in 2022 and 2023. Three responses were received in 2022 and three were received in 2023. The overall level of satisfaction with the program process and regulations was neutral to positive, but significant dissatisfaction was expressed towards the number of hens allowed. Most respondents suggested the limit be increase to 4 to 6-8, and one respondent suggested having some limit that depends on the size of the lot. Some dissatisfaction was also expressed towards the screening requirements with comments stating that it is unnecessary and costly.

Staff have received no code enforcement complaints regarding chickens since the ordinance was passed, which parallels experiences other municipal staffs have had with chicken programs.

Action Needed: Consider modifications to the current ordinance the Board may desire.

Village of Hampshire
 Budget Versus Actual Report Overview
 Twelve Months Ended April 30, 2023

General Fund						% of Budget
12 MONTHS ENDED				2022-2023		
YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET		
Revenue	6,389,066	7,095,543	706,477	11%	6,389,066	111%
Expenditures/Expense	6,388,925	6,196,067	(192,858)	-3%	6,388,925	97%
YTD Surplus/(Deficit)	141	899,476	899,335		141	
Special Revenue Funds						
Revenue	719,578	702,212	(17,366)	-2%	719,578	98%
Expenditures/Expense	439,472	281,311	(158,161)	-36%	439,472	64%
YTD Surplus/(Deficit)	280,106	420,901	140,795		280,106	
Capital Project Funds						
Revenue	1,296,461	1,379,256	82,795	6%	1,296,461	106%
Expenditures/Expense	1,426,527	1,360,440	(66,087)	-5%	1,426,527	95%
YTD Surplus/(Deficit)	(130,066)	18,816	148,882		(130,066)	
Enterprise Funds						
Revenue	5,308,455	4,118,842	(1,189,613)	-22%	5,308,455	78%
Expenditures/Expense	5,380,494	3,585,427	(1,795,067)	-33%	5,380,494	67%
YTD Surplus/(Deficit)	(72,039)	533,415	605,454		(72,039)	
Total Village						
Revenue	13,713,560	13,295,853	(417,707)	-3%	13,713,560	97%
Expenditures/Expense	13,635,418	11,423,245	(2,212,173)	-16%	13,635,418	84%
YTD Surplus/(Deficit)	78,142	1,872,608	1,794,466		78,142	



Agency Funds						% of Budget
12 MONTHS ENDED				2022-2023		
YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET		
Revenue	1,144,371	1,198,657	54,286	5%	1,144,371	105%
Expenditures/Expense	1,199,961	1,186,743	(13,218)	-1%	1,199,961	99%
YTD Surplus/(Deficit)	(55,590)	11,914	67,504		(55,590)	

Pension Trust Fund						% of Budget
12 MONTHS ENDED				2022-2023		
YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET		
Revenue	634,528	678,653	44,125	7%	634,528	107%
Expenditures/Expense	72,349	200,397	128,048	177%	72,349	277%
YTD Surplus/(Deficit)	562,179	478,256	(83,923)		562,179	

Village of Hampshire
 Budget Versus Actual Report - General Fund Summary
 Twelve Months Ended April 30, 2023

	General Fund Revenues (01)				
	12 MONTHS ENDED				2022-2023
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
GENERAL FUND REVENUE					
Property Tax	1,182,481	1,192,047	9,566	1%	1,182,481
Intergovernmental	2,915,876	3,594,690	678,814	23%	2,915,876
Service Fees	84,500	84,820	320	0%	84,500
Investment Income	2,000	55,548	53,548	2677%	2,000
Reimbursable	188,200	211,098	22,898	12%	188,200
Licenses, Fines, Permits, Fees	337,740	654,130	316,390	94%	337,740
Grant Income	807,497	5,890	(801,607)	-99%	807,497
Other Income	347,500	455,997	108,497	31%	347,500
Transfers In	200,786	-	(200,786)	-100%	200,786
TOTAL GENERAL FUND REVENUE	6,066,580	6,254,220	187,640	3%	6,066,580

	General Fund Expenses (01)				
	12 MONTHS ENDED				2022-2023
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
GENERAL FUND EXPENSE					
ADMINISTRATION					
Personal Services	643,028	627,812	(15,216)	-2%	643,028
Contractual Services	509,631	611,525	101,894	20%	509,631
Commodities	27,240	38,179	10,939	40%	27,240
Other Expenses	222,150	34,110	(188,040)	-85%	222,150
Capital Outlay	34,625	15,295	(19,330)	-56%	34,625
Transfers	540,111	-	(540,111)	-100%	540,111
TOTAL ADMINISTRATION	1,976,785	1,326,921	(649,864)	-33%	1,976,785

POLICE					
Personal Services	2,355,620	2,190,969	(164,651)	-7%	2,355,620
Contractual Services	268,494	294,188	25,694	10%	268,494
Commodities	79,750	77,378	(2,372)	-3%	79,750
Capital Outlay	111,512	238,782	127,270	114%	111,512
TOTAL POLICE	2,815,376	2,801,317	(14,059)	0%	2,815,376

STREET DEPARTMENT					
Personal Services	556,016	574,883	18,867	3%	556,016
Contractual Services	396,500	262,500	(134,000)	-34%	396,500
Commodities	91,700	83,155	(8,545)	-9%	91,700
Other Expenses	36,053	36,053	-	0%	36,053
Capital Outlay	180,631	340,971	160,340	89%	180,631
TOTAL STREET DEPARTMENT	1,260,900	1,297,562	36,662	3%	1,260,900

PLANNING AND ZONING DEPARTMENT					
Personal Services	2,260	1,819	(441)	-20%	2,260
TOTAL PLANNING AND ZONING DEPT.	2,260	1,819	(441)	-20%	2,260

POLICE COMMISSION					
Personal Services	969	969	-	0%	969
Contractual Services	10,100	4,950	(5,150)	-51%	10,100
Other Expenses	-	-	-	0%	-
Commodities	50	50	-	0%	50
TOTAL POLICE COMMISSION	11,119	5,969	(5,150)	-46%	11,119

SUB TOTAL GENERAL FUND EXPENSE	6,066,440	5,433,588	(632,852)	-10%	6,066,440
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SUB TOTAL YEAR-TO-DATE SURPLUS/(DEFICIT)	140	820,632	820,492	586066%	140
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GENERAL FUND SUBFUNDS	1	78,844	78,843	100%	1
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TOTAL YEAR-TO-DATE SURPLUS/(DEFICIT)	141	899,476	899,335	637826%	141
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Village of Hampshire
 Budget Versus Actual Report - General Fund Subfunds
 Twelve Months Ended April 30, 2023

	School Impact Fees (60)					Library Impact Fees (61)				
	12 MONTHS ENDED		2022-2023			12 MONTHS ENDED		2022-2023		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Investment Income	5	175	170	3400%	5	20	478	458	2290%	20
Licenses, Fines, Permits, Fees	218,381	564,151	345,770	158%	218,381	13,125	40,687	27,562	210%	13,125
TOTAL REVENUE	218,386	564,326	345,940	158%	218,386	13,145	41,165	28,020	213%	13,145
EXPENSE										
Other Expenses	218,386	494,997	276,611	127%	218,386	13,145	15,300	2,155	16%	13,145
TOTAL EXPENSE	218,386	494,997	276,611	127%	218,386	13,145	15,300	2,155	16%	13,145
YEAR-TO-DATE SURPLUS/(DEFICIT)	-	69,329	69,329	100%	-	-	25,865	25,865	100%	-

	Parks Impact Fees (62)					Fire Impact Fees (63)				
	12 MONTHS ENDED		2022-2023			12 MONTHS ENDED		2022-2023		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Investment Income	5	26	21	420%	5	7	129	122	1743%	7
Licenses, Fines, Permits, Fees	19,853	51,288	31,435	158%	19,853	61,184	158,705	97,521	159%	61,184
TOTAL REVENUE	19,858	51,314	31,456	158%	19,858	61,191	158,834	97,643	160%	61,191
EXPENSE										
Other Expenses	19,858	45,826	25,968	131%	19,858	61,191	166,160	104,969	172%	61,191
TOTAL EXPENSE	19,858	45,826	25,968	131%	19,858	61,191	166,160	104,969	172%	61,191
YEAR-TO-DATE SURPLUS/(DEFICIT)	-	5,488	5,488	100%	-	-	(7,326)	(7,326)	-100%	-

	Cemetery Impact Fees (66)					Township Impact Fees (67)				
	12 MONTHS ENDED		2022-2023			12 MONTHS ENDED		2022-2023		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Investment Income	5	46	41	820%	5	1	3	2	100%	1
Licenses, Fines, Permits, Fees	3,000	7,810	4,810	160%	3,000	6,900	17,825	10,925	158%	6,900
TOTAL REVENUE	3,005	7,856	4,851	161%	3,005	6,901	17,828	10,927	158%	6,901
EXPENSE										
Other Expenses	3,005	24,556	21,551	717%	3,005	6,900	15,640	8,740	127%	6,900
TOTAL EXPENSE	3,005	24,556	21,551	717%	3,005	6,900	15,640	8,740	127%	6,900
YEAR-TO-DATE SURPLUS/(DEFICIT)	-	(16,700)	(16,700)	-100%	-	1	2,188	2,187	100%	1

	Total General Fund Subfunds				
	12 MONTHS ENDED		2022-2023		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE					
Investment Income	43	857	814	1893%	43
Licenses, Fines, Permits, Fees	322,443	840,466	518,023	161%	322,443
TOTAL REVENUE	322,486	841,323	518,837	161%	322,486
EXPENSE					
Other Expenses	322,485	762,479	439,994	136%	322,485
TOTAL EXPENSE	322,485	762,479	439,994	136%	322,485
YEAR-TO-DATE SURPLUS/(DEFICIT)	1	78,844	78,843	100%	1

Village of Hampshire
 Budget Versus Actual Report - Special Revenue Fund Summary
 Twelve Months Ended April 30, 2023

	Tax Increment Financing (05)					Hotel/Motel Tax (07)				
	12 MONTHS ENDED		2022-2023			12 MONTHS ENDED		2022-2023		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Property Tax	126,062	126,044	(18)	0%	126,062	-	-	-	0%	-
Intergovernmental	-	-	-	0%	-	-	-	-	0%	-
Investment Income	10	287	277	2770%	10	5	144	139	2780%	5
Licenses, Fines, Permits, Fees	-	-	-	0%	-	24,000	28,095	4,095	17%	24,000
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	25,000	-	(25,000)	-100%	25,000	-	-	-	0%	-
TOTAL REVENUE	151,072	126,331	(24,741)	-16%	151,072	24,005	28,239	4,234	18%	24,005
EXPENSE										
Contractual Services	2,500	1,469	(1,031)	-41%	2,500	19,000	19,000	-	0%	19,000
Commodities	-	-	-	0%	-	-	-	-	0%	-
Other Expenses	60,716	60,716	-	0%	60,716	6,000	6,000	-	0%	6,000
TOTAL EXPENSE	63,216	62,185	(1,031)	-2%	63,216	25,000	25,000	-	0%	25,000
YEAR-TO-DATE SURPLUS/(DEFICIT)	87,856	64,146	(23,710)	-27%	87,856	(995)	3,239	4,234	-426%	(995)

	Road and Bridge (10)					Motor Fuel Tax (15)				
	12 MONTHS ENDED		2022-2023			12 MONTHS ENDED		2022-2023		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Property Tax	121,626	122,365	739	1%	121,626	-	-	-	0%	-
Intergovernmental	-	6,103	6,103	100%	-	309,563	275,899	(33,664)	-11%	309,563
Investment Income	5	531	526	10520%	5	150	30,789	30,639	20426%	150
Licenses, Fines, Permits, Fees	-	-	-	0%	-	-	-	-	0%	-
Grant Income	-	-	-	0%	-	61,104	61,104	-	0%	61,104
TOTAL REVENUE	121,631	128,999	7,368	6%	121,631	370,817	367,792	(3,025)	-1%	370,817
EXPENSE										
Contractual Services	154,850	8,370	(146,480)	-95%	154,850	-	-	-	0%	-
Commodities	-	-	-	0%	-	149,736	118,621	(31,115)	-21%	149,736
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
TOTAL EXPENSE	154,850	8,370	(146,480)	-95%	154,850	149,736	118,621	(31,115)	-21%	149,736
YEAR-TO-DATE SURPLUS/(DEFICIT)	(33,219)	120,629	153,848	-463%	(33,219)	221,081	249,171	28,090	13%	221,081

	SSA #2-26 (52)					Total Special Revenue Funds				
	12 MONTHS ENDED		2022-2023			12 MONTHS ENDED		2022-2023		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Property Tax	52,038	50,511	(1,527)	-3%	52,038	299,726	298,920	(806)	0%	299,726
Intergovernmental	-	-	-	0%	-	309,563	282,002	(27,561)	-9%	309,563
Investment Income	15	340	325	2167%	15	185	32,091	31,906	17246%	185
Licenses, Fines, Permits, Fees	-	-	-	0%	-	24,000	28,095	4,095	17%	24,000
Grant Income	-	-	-	0%	-	61,104	61,104	-	0%	61,104
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	-	-	-	0%	-	25,000	-	(25,000)	-100%	25,000
TOTAL REVENUE	52,053	50,851	(1,202)	-2%	52,053	719,578	702,212	(17,366)	-2%	719,578
EXPENSE										
Personal Services	22,268	14,580	(7,688)	-35%	22,268	22,268	14,580	(7,688)	-35%	22,268
Contractual Services	-	-	-	0%	-	176,350	28,839	(147,511)	-84%	176,350
Commodities	-	-	-	0%	-	149,736	118,621	(31,115)	-21%	149,736
Other Expenses	24,402	52,555	28,153	115%	24,402	91,118	119,271	28,153	31%	91,118
TOTAL EXPENSE	46,670	67,135	20,465	44%	46,670	439,472	281,311	(158,161)	-36%	439,472
YEAR-TO-DATE SURPLUS/(DEFICIT)	5,383	(16,284)	(21,667)	-403%	5,383	280,106	420,901	140,795	50%	280,106

Village of Hampshire
 Budget Versus Actual Report - Capital Project Fund Summary
 Twelve Months Ended April 30, 2023

	Equipment Replacement (03)					Capital Improvement (04)				
	12 MONTHS ENDED		2022-2023			12 MONTHS ENDED		2022-2023		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Investment Income	15	267	252	1680%	15	5	203	198	3960%	5
Licenses, Fines, Permits, Fees	-	-	-	0%	-	-	-	-	0%	-
Grant Income	-	-	-	0%	-	1,123,241	904,093	(219,148)	-20%	1,123,241
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	30,000	-	(30,000)	-100%	30,000	-	-	-	0%	-
TOTAL REVENUE	30,015	267	(29,748)	-99%	30,015	1,123,246	904,296	(218,950)	-19%	1,123,241
EXPENSE										
Contractual Services	-	-	-	0%	-	99,291	7,512	(91,779)	-92%	99,291
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	140,000	49,308	(90,692)	-65%	140,000	1,024,450	1,293,651	269,201	26%	1,024,450
Transfer to General Fund	-	-	-	0%	-	-	-	-	0%	-
TOTAL EXPENSE	140,000	49,308	(90,692)	-65%	140,000	1,123,741	1,301,163	177,422	16%	1,123,741
YEAR-TO-DATE SURPLUS/(DEFICIT)	(109,985)	(49,041)	60,944	-55%	(109,985)	(495)	(396,867)	(396,372)	80075%	(495)
	Public Use Fees (06)					Capital Projects/Debt Service (33)				
	12 MONTHS ENDED		2022-2023			12 MONTHS ENDED		2022-2023		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Investment Income	20	3,805	3,785	18925%	20	-	1,028	1,028	100%	-
Licenses, Fines, Permits, Fees	42,720	177,021	134,301	314%	42,720	-	-	-	0%	-
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	-	-	-	0%	-	-	-	-	0%	-
TOTAL REVENUE	42,740	180,826	138,086	323%	42,740	-	1,028	1,028	100%	-
EXPENSE										
Contractual Services	-	-	-	0%	-	-	-	-	0%	-
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	-	-	-	0%	-	-	-	-	0%	-
Transfers Out	25,000	-	(25,000)	-100%	25,000	-	-	-	0%	-
TOTAL EXPENSE	25,000	-	(25,000)	-100%	25,000	-	-	-	0%	-
YEAR-TO-DATE SURPLUS/(DEFICIT)	17,740	180,826	163,086	919%	17,740	-	1,028	1,028	100%	-
	Transportation Impact Fees (64)					Early Warning (65)				
	12 MONTHS ENDED		2022-2023			12 MONTHS ENDED		2022-2023		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Investment Income	-	-	-	0%	-	-	-	-	0%	-
Licenses, Fines, Permits, Fees	98,160	253,580	155,420	158%	98,160	2,300	5,941	3,641	158%	2,300
Other Income	-	33,318	33,318	100%	-	-	-	-	0%	-
TOTAL REVENUE	98,160	286,898	188,738	192%	98,160	2,300	5,941	3,641	158%	2,300
EXPENSE										
Contractual Services	-	-	-	0%	-	-	-	-	0%	-
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	-	-	-	0%	-	-	9,969	9,969	100%	-
Transfer to General	137,786	-	(137,786)	-100%	137,786	-	-	-	0%	-
TOTAL EXPENSE	137,786	-	(137,786)	-100%	137,786	-	9,969	9,969	100%	-
YEAR-TO-DATE SURPLUS/(DEFICIT)	(39,626)	286,898	326,524	-824%	(39,626)	2,300	(4,028)	(6,328)	-275%	2,300
	Capital Improvement (70)					Total Capital Project Funds				
	12 MONTHS ENDED		2022-2023			12 MONTHS ENDED		2022-2023		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Investment Income	-	-	-	0%	-	40	5,303	5,263	13158%	40
Licenses, Fines, Permits, Fees	-	-	-	0%	-	143,180	436,542	293,362	205%	143,180
Grant Income	-	-	-	0%	-	1,123,241	904,093	(219,148)	-20%	1,123,241
Other Income	-	-	-	0%	-	-	33,318	33,318	100%	-
Transfers	-	-	-	0%	-	30,000	-	(30,000)	-100%	30,000
TOTAL REVENUE	-	-	-	0%	-	1,296,461	1,379,256	82,795	6%	1,296,461
EXPENSE										
Contractual Services	-	-	-	0%	-	99,291	7,512	(91,779)	-92%	99,291
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	-	-	-	0%	-	1,164,450	1,352,928	188,478	16%	1,164,450
Transfers	-	-	-	0%	-	162,786	-	(162,786)	-100%	162,786
TOTAL EXPENSE	-	-	-	0%	-	1,426,527	1,360,440	(66,087)	-5%	1,426,527
YEAR-TO-DATE SURPLUS/(DEFICIT)	-	-	-	0%	-	(130,066)	18,816	148,882	-114%	(130,066)

Village of Hampshire
 Budget Versus Actual Report - Enterprise Fund Summary
 Twelve Months Ended April 30, 2023

	ARRA Loan Debt Serv Fund (28)					Garbage (29)				
	12 MONTHS ENDED				2022-2023	12 MONTHS ENDED				2022-2023
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %		YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	
REVENUE										
Service Fees	353,693	354,776	1,083	0%	353,693	677,600	653,212	(24,388)	-4%	677,600
Investment Income	-	-	-	0%	-	-	-	-	0%	-
Licenses, Fines, Permits, Fees	4,001	5,060	1,059	26%	4,001	10,337	15,257	4,920	48%	10,337
Other Income	-	-	-	0%	-	-	-	-	0%	-
TOTAL REVENUE	357,694	359,836	2,142	1%	357,694	687,937	668,469	(19,468)	-3%	687,937
EXPENSE										
Personal Services	-	-	-	0%	-	-	-	-	0%	-
Contractual Services	-	-	-	0%	-	653,400	652,833	(567)	0%	653,400
Commodities	-	-	-	0%	-	-	43	43	100%	-
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	-	-	-	0%	-	-	-	-	0%	-
Transfers	457,300	-	(457,300)	-100%	457,300	11,800	11,800	-	0%	11,800
TOTAL EXPENSE	457,300	-	(457,300)	-100%	457,300	665,200	664,676	(524)	0%	665,200
YEAR-TO-DATE SURPLUS/(DEFICIT)	(99,606)	359,836	459,442	-461%	(99,606)	22,737	3,793	(18,944)	-83%	22,737

	Water (30)					Sewer (31)				
	12 MONTHS ENDED				2022-2023	12 MONTHS ENDED				2022-2023
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %		YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	
REVENUE										
Service Fees	1,157,837	1,027,116	(130,721)	-11%	1,157,837	1,418,454	1,280,394	(138,060)	-10%	1,418,454
Investment Income	-	-	-	0%	-	-	-	-	0%	-
Licenses, Fines, Permits, Fees	42,452	83,113	40,661	96%	42,452	78,775	14,583	(64,192)	-81%	78,775
Other Income	174,000	144	(173,856)	-100%	174,000	-	-	-	0%	-
Transfers	-	-	-	0%	-	-	-	-	0%	-
TOTAL REVENUE	1,374,289	1,110,373	(263,916)	-19%	1,374,289	1,497,229	1,294,977	(202,252)	-14%	1,497,229
EXPENSE										
Personal Services	225,678	206,130	(19,548)	-9%	225,678	260,120	244,964	(15,156)	-6%	260,120
Contractual Services	744,877	616,641	(128,236)	-17%	744,877	700,175	436,531	(263,644)	-38%	700,175
Commodities	158,015	114,188	(43,827)	-28%	158,015	66,500	86,482	19,982	30%	66,500
Other Expenses	107,490	82,489	(25,001)	-23%	107,490	360,164	310,164	(50,000)	-14%	360,164
Capital Outlay	100,500	99,973	(527)	-1%	100,500	74,650	17,747	(56,903)	-76%	74,650
Transfers	37,500	37,500	-	0%	37,500	35,520	35,520	-	0%	35,520
TOTAL EXPENSE	1,374,060	1,156,921	(217,139)	-16%	1,374,060	1,497,129	1,131,408	(365,721)	-24%	1,497,129
YEAR-TO-DATE SURPLUS/(DEFICIT)	229	(46,548)	(46,777)	-20427%	229	100	163,569	163,469	163469%	100

	Water Construction (34)					Total Enterprise Funds				
	12 MONTHS ENDED				2022-2023	12 MONTHS ENDED				2022-2023
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %		YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	
REVENUE										
Service Fees	188,000	-	(188,000)	-100%	188,000	3,795,584	3,315,498	(480,086)	-13%	3,795,584
Investment Income	1	1,902	1,901	100%	1	1	1,902	1,901	100%	1
Licenses, Fines, Permits, Fees	4,500	10,600	6,100	136%	4,500	140,065	128,613	(11,452)	-8%	140,065
Other Income	-	-	-	0%	-	174,000	144	(173,856)	-100%	174,000
Grant Income	1,198,805	672,685	(526,120)	-44%	1,198,805	1,198,805	672,685	(526,120)	-44%	1,198,805
Transfers	-	-	-	0%	-	-	-	-	0%	-
TOTAL REVENUE	1,391,306	685,187	(706,119)	-51%	1,391,306	5,308,455	4,118,842	(1,189,613)	-22%	5,308,455
EXPENSE										
Personal Services	-	-	-	0%	-	485,798	451,094	(34,704)	-7%	485,798
Contractual Services	1,386,805	632,422	(754,383)	-54%	1,386,805	3,485,257	2,338,427	(1,146,830)	-33%	3,485,257
Commodities	-	-	-	0%	-	224,515	200,713	(23,802)	-11%	224,515
Other Expenses	-	-	-	0%	-	467,654	392,653	(75,001)	-16%	467,654
Capital Outlay	-	-	-	0%	-	175,150	117,720	(57,430)	-33%	175,150
Transfers	-	-	-	0%	-	469,100	11,800	(457,300)	-97%	469,100
Bond Issuance and Escrow Agent Costs	-	-	-	0%	-	73,020	73,020	-	0%	73,020
TOTAL EXPENSE	1,386,805	632,422	(754,383)	-54%	1,386,805	5,380,494	3,585,427	(1,795,067)	-33%	5,380,494
YEAR-TO-DATE SURPLUS/(DEFICIT)	4,501	52,765	48,264	1072%	4,501	(72,039)	533,415	605,454	-840%	(72,039)

Village of Hampshire
 Budget Versus Actual Report - Agency Fund Summary
 Twelve Months Ended April 30, 2023

	SSA#14 B&I (43)					SSA#13 B&I (45)				
	12 MONTHS ENDED		DELTA \$	DELTA %	2022-2023 TOT BUDGET	12 MONTHS ENDED		DELTA \$	DELTA %	2022-2023 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
REVENUE										
Property Tax	782,156	782,161	5	0%	782,156	362,040	362,043	3	0%	362,040
Investment Income	50	35,544	35,494	70988%	50	125	18,909	18,784	15027%	125
Licenses, Fines, Permits, Fees	-	-	-	0%	-	-	-	-	0%	-
Other Income	-	-	-	0%	-	-	-	-	0%	-
TOTAL REVENUE	782,206	817,705	35,499	5%	782,206	362,165	380,952	18,787	5%	362,165
EXPENSE										
Other Expenses	820,938	814,221	(6,717)	-1%	820,938	379,023	372,522	(6,501)	-2%	379,023
TOTAL EXPENSE	820,938	814,221	(6,717)	-1%	820,938	379,023	372,522	(6,501)	-2%	379,023
YEAR-TO-DATE SURPLUS/(DEFICIT)	(38,732)	3,484	42,216	-109%	(38,732)	(16,858)	8,430	25,288	-150%	(16,858)

	Total Agency Funds				
	12 MONTHS ENDED		DELTA \$	DELTA %	2022-2023 TOT BUDGET
	YTD BUDGET	YTD ACTUAL			
REVENUE					
Property Tax	1,144,196	1,144,204	8	0%	1,144,196
Investment Income	175	54,453	54,278	31016%	175
Licenses, Fines, Permits, Fees	-	-	-	0%	-
TOTAL REVENUE	1,144,371	1,198,657	54,286	5%	1,144,371
EXPENSE					
Other Expenses	1,199,961	1,186,743	(13,218)	-1%	1,199,961
TOTAL EXPENSE	1,199,961	1,186,743	(13,218)	-1%	1,199,961
YEAR-TO-DATE SURPLUS/(DEFICIT)	(55,590)	11,914	67,504	-121%	(55,590)

Village of Hampshire
 Budget Versus Actual Report - Pension Trust Summary
 Twelve Months Ended April 30, 2023

	Pension Trust Fund Revenues (90)				
	12 MONTHS ENDED				2022-2023
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE					
Investment Income	10,000	23,234	13,234	132%	10,000
Realized and Unrealized Gain/(Loss)	-	45,007	45,007	100%	-
Less: Investment Fees	-	(2,284)	(2,284)	100%	-
Member Contributions	120,416	108,534	(11,882)	-10%	120,416
Employer Contributions	504,112	504,112	-	0%	504,112
Creditable Service Transfer In	-	-	-	0%	-
Miscellaneous Income	-	50	50	100%	-
TOTAL REVENUE	634,528	678,653	44,125	7%	634,528

	Pension Trust Fund Expenses (90)				
	12 MONTHS ENDED				2022-2023
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
EXPENSE					
Pension Payments	34,916	129,397	94,481	271%	34,916
Refund of Contributions	18,928	-	(18,928)	-100%	18,928
Transfer to Other Pension Funds	-	34,039	34,039	100%	-
Contractual Services	16,500	35,370	18,870	114%	16,500
Other Expenses	2,005	1,591	(414)	-21%	2,005
TOTAL EXPENSE	72,349	200,397	128,048	177%	72,349
YEAR-TO-DATE SURPLUS/(DEFICIT)	562,179	478,256	(83,923)	-15%	562,179

Village of Hampshire Street Department

Monthly Report: May 2023

Our team of fabricators designed and completed an Herbicide spray bar system installed on the John Deere Gator. This was done in part of bringing the grassy areas back to a healthy state throughout the SSA's and Village properties. The completion of this fabricated system saved the Village close to \$1,500 for the purchase of a new one. After the purchase of Herbicides our licesned operators and applicators were able to treat the Village and SSA properties also saving the Village \$3,087.00 in contracted services.

Street Department Safety Inspection Punchlist: 10 corrections have been completed.

Installed 100 feet of underground draintile in front of the street garage.

Graveled Alley's

Sweeper

Swept the whole town

Cleaning catch basin sumps - Completed Downtown area, Old mill Manor, Hampshire Prairie, Meadows, Fields, Hampshire Highlands and are currently in Tuscany Woods. This has been so far a three month process.

Utility Locates

287 Normal Locates

17 Emergency Locates

Rainfall Amounts

May totals = 1.31"

Asphalt Usage

9.13 tons for potholes and various patches

Other Work Performed

Vehicle and Equipment Maintenance

Pothole Patching

Street Light Repair

Storm Sewer Maintenance

Sidewalk Grinding

Other Miscellaneous Projects

VILLAGE OF HAMPSHIRE

Accounts Payable

June 1, 2023

The President and Board of Trustees of the Village of Hampshire
Recommends the following Warrant in the amount of

Total: \$81,219.15

To be paid on or before
June 7, 2023

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

DATE: 05/26/23
 TIME: 14:17:59
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 07/31/2023

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
AASI AQUA-AEROBIC SYSTEMS, INC								
1037317	05/10/23	01	ACTUATOR	310010024120			06/10/23	2,207.89
							INVOICE TOTAL:	2,207.89
							VENDOR TOTAL:	2,207.89
ACEGE TOBINSON'S ACE HARDWARE #03999								
115917/1	05/19/23	01	3 WAY SWITCH	010030034650			06/19/23	2.39
		02	TOILET SEAT	010020024100				31.99
							INVOICE TOTAL:	34.38
							VENDOR TOTAL:	34.38
AHW AHW LLC - HAMPSHIRE								
11636136	05/23/23	01	SSA MOWER V-BELT	520010024999			06/23/23	211.78
							INVOICE TOTAL:	211.78
11637232	05/24/23	01	CREDIT INV 11636136	520010024999			05/24/23	-46.53
							INVOICE TOTAL:	-46.53
11637236	05/24/23	01	SSA MOWER IDLER PULLEY	520010024999			06/24/23	69.70
							INVOICE TOTAL:	69.70
11637349	05/24/23	01	SSA MOWER WASHER	520010024999			06/24/23	14.51
							INVOICE TOTAL:	14.51
							VENDOR TOTAL:	249.46
AMBU AMAZON CAPITAL SERVICES								
1JVF-J4QQ-WD37	05/21/23	01	VEHICLE LOCKOUT TAGOUT TAGS	010030034670			06/21/23	26.50
							INVOICE TOTAL:	26.50
IVDT-G9KD-499Q	05/25/23	01	EMERGENCY SHUT OFF SWITCHES	010030034680			06/25/23	77.29
							INVOICE TOTAL:	77.29
							VENDOR TOTAL:	103.79

DATE: 05/26/23
 TIME: 14:18:00
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 07/31/2023

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
ANFR ANDY FRAIN SERVICES, INC								
338479	04/30/23	01	APRIL CROSSING GUARD	010020024380			05/30/23	1,445.04
							INVOICE TOTAL:	1,445.04
							VENDOR TOTAL:	1,445.04
BPCI BENEFIT PLANNING CONSULTANTS								
BPCI00308243	05/11/23	01	MONTHLY FLEX AND COBRA	010010024380			06/20/23	129.25
							INVOICE TOTAL:	129.25
							VENDOR TOTAL:	129.25
C.O.P.S. C.O.P.S. TESTING SERVICE, INC								
108135	05/22/23	01	AS PRE-EMPLOYMENT	010020024380			06/22/23	450.00
							INVOICE TOTAL:	450.00
							VENDOR TOTAL:	450.00
CLEN CLARKE ENVIRONMENTAL MOSQUITO								
001027766	03/27/23	01	MOSQUITO MANAGEMENT	010010024435			05/03/23	7,723.00
							INVOICE TOTAL:	7,723.00
							VENDOR TOTAL:	7,723.00
COCR COON CREEK SOD FARMS								
9271	05/18/23	01	HAMPSHIRE PRAIRIE HERBICIDE	520010024926			06/18/23	272.00
		02	HAMPSHIRE HIGHLANDS HERBICIDE	520010024931				385.00
		03	WHITE OAK PONDS HERBICIDE	520010024921				68.00
		04	OLD MILL MANOR HERBICIDE	520010024920				68.00
		05	PANAMA HERBICIDE	520010024923				13.60
		06	HAMPSHIRE FIELDS HERBICIDE	520010024928				40.80
		07	STREET - VILLAGE PROPERTY	010030034680				458.20
		08	HAMPSHIRE HILLS HERBICIDE	520010024927				54.40
							INVOICE TOTAL:	1,360.00
9298	05/23/23	01	HERBICIDE	010030024150			06/23/23	135.00
							INVOICE TOTAL:	135.00
							VENDOR TOTAL:	1,495.00

DATE: 05/26/23
 TIME: 14:18:00
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 07/31/2023

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT

COMBU	COMCAST							
ER172519539	05/01/23	01	VH INTERNET	010010024230			06/01/23	150.00
							INVOICE TOTAL:	150.00
							VENDOR TOTAL:	150.00
CRST	CRIMESTAR USA, LLC							
1901	05/18/23	01	RMS ANNUAL PRODUCT SUPPORT	010020024380			07/03/23	1,400.00
							INVOICE TOTAL:	1,400.00
							VENDOR TOTAL:	1,400.00
DYEN	DYNEGY ENERGY SERVICES							
051123	05/11/23	01	386293323051	010030024260			07/11/23	36.62
		02	386293523051	010030024260				34.03
		03	386294023051	010030024260				619.81
		04	386293223051	010030024260				85.53
		05	386293823051	010030024260				43.84
		06	386293623051	010030024260				49.52
		07	386293023051	010030024260				10.24
		08	386292923051	010030024260				42.85
		09	386293923051	010030024260				90.91
		10	386299723051	310010024260				135.02
		11	386300523051	300010024260				784.20
		12	386300123051	300010024260				51.58
		13	386299923051	300010024260				33.07
		14	386293723051	300010024260				66.30
		15	386300223051	300010024260				246.86
		16	386299623051	310010024260				248.11
		17	386300023051	300010024260				91.27
		18	386299823051	310010024260				65.14
		19	386300423051	310010024260				366.37
		20	386300323051	310010024260				188.96
		21	386299523051	300010024260				41.49
		22	386293423051	300010024260				84.80
							INVOICE TOTAL:	3,416.52
							VENDOR TOTAL:	3,416.52

DATE: 05/26/23
 TIME: 14:18:00
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 07/31/2023

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT

GRAI	GRAINGER							
9710840076	05/17/23	01	PROPANE STORAGE CABINET	010030034680			06/16/23	545.45
							INVOICE TOTAL:	545.45
9717646765	05/23/23	01	FLAMMABLE SAFETY CABINET	010030034680			06/22/23	1,220.26
							INVOICE TOTAL:	1,220.26
							VENDOR TOTAL:	1,765.71
HAAUPA	HAMPSHIRE AUTO PARTS							
655244	05/19/23	01	HYDRAULIC HOSE	010030024120			06/19/23	51.70
							INVOICE TOTAL:	51.70
655245	05/19/23	01	PENETRANT OIL	010030034670			06/19/23	8.99
							INVOICE TOTAL:	8.99
							VENDOR TOTAL:	60.69
HAFD	HAMPSHIRE FIRE PROTECTION							
10	05/16/23	01	LIFE SAFETY INSPECTION	010010024390			06/16/23	80.00
							INVOICE TOTAL:	80.00
9	05/16/23	01	COMMERCIAL FIRE DET INSPECTION	010010024390			06/16/23	2,599.05
							INVOICE TOTAL:	2,599.05
							VENDOR TOTAL:	2,679.05
HAIN	HAWKINS, INC							
6471963	05/15/23	01	DWTP CHEMICALS	300010034680			06/29/23	40.00
							INVOICE TOTAL:	40.00
							VENDOR TOTAL:	40.00
ILMUTR	ILLINOIS MUNICIPAL TREASURERS							
052423	05/24/23	01	MEMBERSHIP DUES	010010024430			06/24/23	80.00
							INVOICE TOTAL:	80.00
							VENDOR TOTAL:	80.00

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KACOC	KANE COUNTY CHIEFS OF POLICE							
1604	05/10/23	01	ANNUAL TASK FORCE DUES	010020024430			06/09/23	750.00
							INVOICE TOTAL:	750.00
							VENDOR TOTAL:	750.00
KACTY	KANE COUNTY CIRCUIT COURT							
ER051523	05/15/23	01	BOND REMITTANCE	010000001000			05/15/23	600.00
							INVOICE TOTAL:	600.00
							VENDOR TOTAL:	600.00
KCCC	JEFFREY R KEEGAN							
051523	05/15/23	01	PD JANITORIAL SERVICE	010020024380			06/15/23	120.00
		02	VH JANITORIAL SERVICE	010010024380				80.00
							INVOICE TOTAL:	200.00
052523	05/25/23	01	PD JANITORIAL SERVICE	010020024380			06/25/23	120.00
		02	VH JANITORIAL SERVICE	010010024380				80.00
							INVOICE TOTAL:	200.00
							VENDOR TOTAL:	400.00
MARSCH	MARK SCHUSTER, P.C.							
051223	05/12/23	01	100.001 MISC MATTERS	010010024370			06/12/23	2,680.00
		02	100.007 PROSECUTION	010010024370				1,187.50
		03	100.110 LIGHT	010000002229				78.75
		04	100.164 DUI PROSECUTION	010020024370				351.50
		05	100.167 PRAIRIE RIDGE	010000002111				1,465.65
		06	100.257 CROWN - OAKSTEAD	010000002212				130.00
							INVOICE TOTAL:	5,893.40
							VENDOR TOTAL:	5,893.40
MCGIN	MCGINTY BROS. INC							
245415	05/16/23	01	HERBICIDE	520010024931			06/16/23	800.00

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MCGIN	MCGINTY BROS. INC							
245415	05/16/23	02	HERBICIDE	520010024931			06/16/23	1,200.00
							INVOICE TOTAL:	2,000.00
							VENDOR TOTAL:	2,000.00
MENA	MENARDS - SYCAMORE							
89968	05/03/23	01	DRAIN TILE SUPPLIES	010030034680			06/03/23	59.23
							INVOICE TOTAL:	59.23
90437	05/10/23	01	SHOP SUPPLIES	010030034680			06/10/23	84.95
							INVOICE TOTAL:	84.95
							VENDOR TOTAL:	144.18
MIAM	MIDAMERICAN ENERGY SERVICES							
051123	05/11/23	01	455525	300010024260			07/10/23	7,417.66
		02	455526	300010024260				2,983.03
		03	455570	300010024260				341.30
		04	455571	310010024260				10,303.64
							INVOICE TOTAL:	21,045.63
							VENDOR TOTAL:	21,045.63
NICOR	NICOR							
051223	05/12/23	01	19-61-05-1000 0	310010024260			06/27/23	51.90
		02	87-56-68-1000 5	310010024260				2,306.27
		03	66-55-16-4647 5	300010024260				161.69
		04	96-71-05-6761 9	310010024260				51.98
							INVOICE TOTAL:	2,571.84
							VENDOR TOTAL:	2,571.84
ODHC	OTTOSEN DINOLFO HASENBALG							
154591	04/30/23	01	PERSONNEL LEGAL	010020024370			05/30/23	1,224.00
							INVOICE TOTAL:	1,224.00

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ODHC OTTOSEN DINOLFO HASENBALG								
154870	04/30/23	01	GENERAL LEGAL	010010024370			05/30/23	3,965.40
							INVOICE TOTAL:	3,965.40
154871	04/30/23	01	SPECIAL COUNSEL	010010024370			05/30/23	790.50
							INVOICE TOTAL:	790.50
154872	04/30/23	01	ODHC	010000002230			05/30/23	1,015.19
		02	ODHC	010000002231				910.81
							INVOICE TOTAL:	1,926.00
154873	04/30/23	01	HAMPSHIRE GROVE	010000002219			05/30/23	738.00
							INVOICE TOTAL:	738.00
							VENDOR TOTAL:	8,643.90
ODP ODP BUSINESS SOLUTIONS, LLC								
313254830001	05/17/23	01	TAPE/COFFEE/CUPS/SUGAR	010020034650			06/17/23	42.35
							INVOICE TOTAL:	42.35
							VENDOR TOTAL:	42.35
PAPU PADDOCK PUBLICATIONS								
251575	05/15/23	01	PUBLIC HEARING	010010024340			05/30/23	82.80
							INVOICE TOTAL:	82.80
							VENDOR TOTAL:	82.80
PIBO PITNEY BOWES BANK, INC								
ER051823	05/18/23	01	REFILL 36706216	300010024320			06/18/23	75.00
		02	REFILL 36706216	290010024320				75.00
		03	REFILL 36706216	310010024320				75.00
		04	REFILL 36706216	010010024320				75.00
							INVOICE TOTAL:	300.00
							VENDOR TOTAL:	300.00

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RAAL	RAYMAR ALLWOOD							
051223	05/12/23	01	5-8-23 PLANNING/ZONING MEETING	010000002231			06/12/23	600.00
							INVOICE TOTAL:	600.00
							VENDOR TOTAL:	600.00
RAOH	RAY O'HERRON CO., INC.							
2272518	05/19/23	01	UNIFORM	010020034690			06/19/23	354.94
							INVOICE TOTAL:	354.94
							VENDOR TOTAL:	354.94
RKQUSE	RK QUALITY SERVICES							
23551	05/12/23	01	REPROGRAM/RECALLS	010020024110			06/12/23	220.00
							INVOICE TOTAL:	220.00
23658	05/22/23	01	OIL CHANGE	010020024110			06/22/23	60.95
							INVOICE TOTAL:	60.95
							VENDOR TOTAL:	280.95
RNOW	R.N.O.W., INC							
2023-66089	05/15/23	01	CATCH BASIN PIPE CLAMP	010030034680			06/23/23	144.61
							INVOICE TOTAL:	144.61
							VENDOR TOTAL:	144.61
SES	SMITH ECOLOGICAL SYSTEMS CO							
24306	05/23/23	01	DWTP CHLORINE PUMPING SYSTEM	300010024120			06/12/23	1,157.34
							INVOICE TOTAL:	1,157.34
							VENDOR TOTAL:	1,157.34
SIEN	SIDENER ENVIRONMENTAL SERVICES							
530544	03/07/23	01	REPAIR 2108 VACUUM REGULATOR	300010034670			04/06/23	1,139.35
							INVOICE TOTAL:	1,139.35
							VENDOR TOTAL:	1,139.35

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SIFI	SIRCHIE							
0592282-IN	05/17/23	01	EVIDENCE BOX/TAPE/LABELS	010020034680			06/17/23	163.17
							INVOICE TOTAL:	163.17
							VENDOR TOTAL:	163.17
STRE	STREICHER'S - MILWAUKEE							
I1635046	05/19/23	01	UNIFORMS	010020034690			06/01/23	130.00
							INVOICE TOTAL:	130.00
							VENDOR TOTAL:	130.00
TEK	TEKLAB, INC							
286219	04/04/23	01	METALS TESTING	310010024380			05/04/23	40.91
							INVOICE TOTAL:	40.91
288223	05/19/23	01	METALS TESTING	310010024380			06/18/23	586.90
							INVOICE TOTAL:	586.90
							VENDOR TOTAL:	627.81
THMI	THIRD MILLENNIUM ASSOC, INC							
29139	05/11/23	01	MAY'S W/S/R BILLING	290010024340			06/11/23	378.91
		02	MAY'S W/S/R BILLING	300010024340				378.91
		03	MAY'S W/S/R BILLING	310010024340				378.91
		04	MAY'S NEWSLETTER	010010024340				95.35
							INVOICE TOTAL:	1,232.08
							VENDOR TOTAL:	1,232.08
TRUN	TREES UNLIMITED INC							
8574	04/20/23	01	RESTORATION DUE TO HYDRANTS	310010024160			05/20/23	3,850.00
							INVOICE TOTAL:	3,850.00
							VENDOR TOTAL:	3,850.00
TYTE	TYLER TECHNOLOGIES, INC							

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TYTE	TYLER TECHNOLOGIES, INC							
025-423914	06/01/23	01	TYLER UNIVERSITY	030020054920			07/01/23	1,328.00
							INVOICE TOTAL:	1,328.00
025-425197	05/24/23	01	UTILITY BILLING REFINE CONFIG	030020054920			07/08/23	2,860.00
							INVOICE TOTAL:	2,860.00
							VENDOR TOTAL:	4,188.00
VETO	VETO ENTERPRISES, INC							
38475	02/02/23	01	CHARGE GUARD BATTERY PROTECTION	010020024120			06/15/23	154.95
							INVOICE TOTAL:	154.95
							VENDOR TOTAL:	154.95
VWPD	VERIZON WIRELESS							
9935017148	05/15/23	01	PD CELLULAR	010020024230			06/07/23	353.20
							INVOICE TOTAL:	353.20
							VENDOR TOTAL:	353.20
VWVH	VERIZON WIRELESS							
9935017149	05/15/23	01	ADM	010010024230			06/07/23	59.26
		02	PD	010020024230				145.85
		03	STREETS	010030024230				380.75
		04	WATER	300010024230				194.51
		05	SEWER	310010024230				158.50
							INVOICE TOTAL:	938.87
							VENDOR TOTAL:	938.87
							TOTAL ALL INVOICES:	81,219.15