



Village of Hampshire
Village Board Meeting
Thursday, May 15, 2025 - 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 1, 2025
6. Appointments
 - a. Motion to Appoint Dr. David Scarpino to the Hampshire Police Pension Board for a 2-Year Term
 - b. Motion to Appoint Scott McBride to the Planning & Zoning Commission for a 5-Year Term
7. Presentation
 - a. Presentation of a Concept Plan for the Gifford Property Planned Development
8. Committee Appointments
 - a. Appointing Trustees Erik Robinson and Toby Koth as Members of the Liquor Commission
 - b. Appointing Trustee Aaron Kelly as Chair and Trustees Toby Koth and Laura Pollastrini as Members of the Budget Committee
 - c. Appointing Trustee Erin Jarnebro as Chair and Trustees Aaron Kelly and Heather Fodor as Members of the Public Relations Committee
 - d. Appointing Trustee Toby Koth as Chair and Trustees Laura Pollastrini and Erik Robinson as Members of the Public Works Committee
9. Village Manager's Report
 - a. Resolution Approving a Professional Services Agreement with Engineering Enterprise, Inc. for the Wastewater Treatment Facility National Pollutant Discharge Elimination System (NPDES) Permit Renewal in the Amount of \$10,884
 - b. Ordinance Authorizing and Providing for a Closed-End Line of Credit in the Amount of \$5,000,000 for the Purpose of Providing Interim Financing of Costs Associated with the Construction of the New Public Works Facility
10. Staff Reports
 - a. Police Report
 - b. Streets Report

11. Accounts Payable

- a. A Motion to Approve the May 15, 2025, Accounts Payable to Personnel
- b. A Motion to Approve the May 15, 2025, Regular Accounts Payable

12. Village Board Committee Reports

- a. Business Development Commission

13. New Business

14. Announcements

15. Executive Session

16. Adjournment

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

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

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



Village of Hampshire
Village Board Meeting Minutes
Thursday, May 1, 2025 - 7:00 PM
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

1. Call to Order

Village President Michael J. Reid Jr. called to order the Village Board Meeting at 7:03 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday May 1, 2025.

2. Roll Call by Village Clerk, Karen Stuehler

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

Absent: Trustee Koth.

A Quorum was Established.

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

3. Pledge of Allegiance

Special guests Kellen Robinson, Kaleigh Robinson, Michael Reid III, Ellie Jarnebro and Jack Jarnebro led the Pledge of Allegiance.

4. Proclamations

President Reid presented a Proclamation for Motorcycle Awareness for the Month of May. Mike Nicholson gave a talk on motorcycles awareness and graciously accepted the Proclamation.

President Reid presented a Proclamation recognizing Michelle Bannerman Day, May 2, 2025, for all her accomplishments for Hampshire students, and our community.

5. Public Comments.

None

6. A Motion to Approve the Meeting Minutes for April 17, 2025.

Trustee Kelly moved to approve the Meeting Minutes for April 17, 2025.

Seconded by: Trustee Fodor.

All Call Vote:

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

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

7. **Presentations**

Chief Trevor Herrmann from the Hampshire Fire Department introduced the new Chief, Dave Schmidt. Chief Herrmann also thanked the Village Board for all their support and the relationship that has been created with the Village and the Fire District.

President Reid thanked Chief Herrmann for his commitment and service to the Hampshire Fire District. A Lifetime Award was presented to Chief Herrmann from the Village.

8. **Village Manager's Report**

- a. Presentation by Lauterbach and Amen for 2023 Budget Audit.

A presentation was given by Jasleen Kaur from Lauterbach & Amen. She gave a brief explanation of the audit and Jasleen and Finance Director Lori Lyons answered questions from the Board.

A Motion to Approve Fiscal Year 2023 Annual Budget Audit.

Trustee Mott moved to Approve Fiscal Year 2023 Annual Budget Audit.

Seconded by: Trustee Robinson.

Roll Call Vote:

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

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

- b. **A Motion to Approve a Façade Grant for Multiple Businesses at 124-172 S. State St. in the Amount of \$4,282.**

Mr. Kelly shared that this application was from four businesses working together and thanked Bill Swalwell for all his time and commitment to this project.

Bill Swalwell gave a brief presentation of the background and the history of

the seven finials that will be replicated and installed on the top of four businesses located on the west side of State Street. Mr. Swalwell also brought in an old finial to share so everyone could see what it looked like.

Trustee Kelly moved to Approve a Façade Grant for Multiple Businesses at 124-172 S. State St. in the Amount of \$4,282.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

c. **A Motion to Approve Resolution 25-19 Declaring Intent to Reimburse Expenditures from Proceeds of Bonds.**

Trustee Kelly moved to Approve Resolution 25-19 Declaring Intent to Reimburse Expenditures from Proceeds of Bonds.

Seconded by: Trustee Robinson.

Roll Call Vote:

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

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

d. **A Motion to Approve Resolution 25-20 Approving a Professional Service Agreement with Engineering Enterprises, Inc. for the Public Works Facility Project in the Amount of \$14,890.**

Trustee Robinson moved to Approve Resolution 25-20 Approving a Professional Service Agreement with Engineering Enterprises, Inc. for the Public Works Facility Project in the Amount of \$14,890.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

- e. **A Motion to Approve Ordinance 25-17 Approving a Percent (1%) Grocery Sales Tax to Replace State Grocery Sales Tax.**

Trustee Robinson moved to Approve Ordinance 25-17 Approving a 1 Percent (1%) Grocery Sales Tax to Replace State Grocery Sales Tax.

Seconded by: Trustee Mott.

Roll Call Vote:

Ayes: Fodor, Mott, Pollastrini.

Nayes: Robinson.

Absent: Koth.

Abstain: Kelly.

Motion Approved.

- f. **A Motion to Approve Ordinance 25-18 Amending Sec. 7-1-3-H-4 of the Village of Hampshire Subdivision Ordinance regarding Subdivision Review Deposit Fees.**

Trustee Robinson moved to Approve Ordinance 25-18 Amending Sec. 7-1-3-H-4 of the Village of Hampshire Subdivision Ordinance regarding Subdivision Review Deposit Fees.

Seconded by: Trustee Kelly.

Roll Call Vote:

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

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

- g. **A Motion to Approve 2025 Zoning & Development Fees and Deposit Schedule.**

Trustee Kelly moved to Approve 2025 Zoning & Development Fees and Deposit Schedule.

Seconded by: Trustee Robinson.

Roll Call Vote:

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

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

- h. **A Motion to Approve Resolution 25-21 Approving a Change Order #1 for Wastewater Treatment Facility Ultraviolet (UV) System Project in the Amount of \$25,600.86.**

Trustee Mott moved to Approve Resolution 25-21 Approving a Change Order #1 for Wastewater Treatment Facility Ultraviolet (UV) System Project in the Amount of \$25,600.86.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

- i. **A Motion to Approve Ordinance 25-19 Proposing an Expansion of Special Service Area #10 White Oaks Pond Subdivision and Setting a Public Hearing Date for July 17, 2025.**

Trustee Robinson moved to Approve Ordinance 25-19 Proposing an Expansion of Special Service Area #10 White Oaks Pond Subdivision and Setting a Public Hearing Date for July 17, 2025.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

j. **A Motion to Approve Resolution 25-22 to Approve Garbage Collection Rates for Fiscal Year 2026.**

Trustee Robinson moved to Approve Resolution 25-22 to Approve Garbage Collection Rates for Fiscal Year 2026.

Seconded by: Trustee Mott.

Roll Call Vote:

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

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

9. **Staff Reports**

a. Building Report:

No Discussion.

b. Engineering Report:

Trustee Kelly asked Tim Paulson from EEI about the information that needed to be resubmitted to IDOT for the Safe Routes to School project. Mr. Paulson stated the paperwork had been resubmitted and they are waiting for approval. He also said that this would not delay the project.

Tim Paulson from EEI gave an update for the Well 12 pump. He stated it was in a reuseable condition, and the preliminary cost would be \$135,000.

c. Financial Report:

No Discussion

10. **Accounts Payable**

a. **A Motion to Approve May 1, 2025 Accounts Payable to Personnel in the Amount of \$5,407.63.**

Trustee Kelly moved Approve May 1, 2025 Accounts Payable to Personnel in the amount of \$5,407.63.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

- b. **A Motion to Approve May 1, 2025, Regular Accounts Payable in the amount of \$259,881.70.**

Trustee Mott moved to Approve May 1, 2025, Regular Accounts Payable in the amount of \$259,881.70.

Seconded by: Trustee Robinson.

Roll Call Vote.

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

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

11. Village Board Committee Reports

- a. Business Development Commission.

Trustee Kelly reported that there will be a meeting on May 14, 2025, at 6:30 p.m.

President Reid recognized Trustee Mott for his four years of service as Village Trustee and thanked him for his steady hand in heated conversations and his commitment to the Village. President Reid stated it was a pleasure to work with Trustee Mott and presented him with an award.

Trustee Mott thanked the community for voting him in and stated that he has learned a lot during the past four years. He also stated it has been a privilege to work with everyone, and it was a very rewarding time in his life.

Thank you, Lionel Mott, for serving as a Village Board Trustee!

Adjournment, Sine Die

12. A Motion to adjourn Sine Die.

Trustee Mott moved to adjourn Sine Die.

Seconded by Trustee Robinson.

Roll Call Vote.

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

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

13. **Transition**

A Motion to Open the Meeting After Adjournment Sine Die

Trustee Kelly moved to Open the Meeting after Adjournment Sine Die.

Seconded by: Trustee Robinson.

Roll Call Vote.

Ayes: Fodor, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

a. Administer Oaths of Office.

i. Village President Michael J. Reid, Jr.

ii. Village Trustee Heather Fodor.

iii. Village Trustee Erin E.D. Jarnebro.

iv. Village Trustee Laura Pollastrini.

14. **Roll Call**

Roll Call by Village Clerk, Karen Stuehler

Present: Village President Michael J. Reid Jr., Trustee Fodor, Trustee Kelly, Trustee Jarnebro, Trustee Pollastrini, Trustee Robinson.

Absent: Trustee Koth.

15. **Staff Appointments**

a. **Motion to Appoint Vasselli Law as Village Attorney/Counsel.**

Trustee Kelly Moved to Approve the Appointment of Vasselli Law as Village Attorney/Counsel.

Seconded by: Trustee Robinson.

Roll Call Vote.

Ayes: Fodor, Jarnebro, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

b. **Motion to Approve the Appointment of Douglas Pann as Chief of Police.**

Trustee Pollastrini Moved to Approve the Appointment of Douglas Pann as Chief of Police.

Seconded by: Trustee Fodor.

Roll Call Vote.

Ayes: Fodor, Jarnebro, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

c. **Motion to Approve the Appointment of Karen Stuehler as Village Clerk.**

Trustee Kelly Moved to Approve the Appointment of Karen Stuehler as Village Clerk.

Seconded by: Trustee Robinson.

Roll Call Vote.

Ayes: Fodor, Jarnebro, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

16. **Administer Oaths of Office**

- a. Vasselli Law (James Vasselli) as Village Attorney/Counsel.
- b. Douglas Pann as Chief of Police.
- c. Karen Stuehler as Village Clerk.

17. **Committee Appointments**

A Motion to Table Committee Appointments.

Trustee Robinson moved to table Committee Appointment.

Seconded by: Trustee Pollastrini.

Roll Call Vote.

Ayes: Fodor, Jarnebro, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.

18. **New Business**

No Discussion.

19. **Announcement**

Trustee Robinson shared with all in secrecy that there will be an all-school Assembly tomorrow honoring Michelle Bannerman at Hampshire Elementary School, 8:00 a.m. and would like all available to attend. Ms. Bannerman will also be attending the Kane County Educator Ceremony tomorrow evening. Trustee Robinson wishes her good luck and believes she should win because she is an amazing educator.

Trustee Jarnebro stated that she is happy to be part of the Village Board.

20. **Executive Session**

None.

21. **Adjournment**

Trustee Kelly moved to adjourn at 9:02 p.m.

Seconded by: Trustee Robinson.

All Call Vote.

Ayes: Fodor, Jarnebro, Kelly, Pollastrini, Robinson.

Nayes: None.

Absent: Koth.

Abstain: None.

Motion Approved.



To: Village of Hampshire

From: Engineering Enterprises, Inc.

Date: May 8, 2025

Re: WWTF NPDES Permit Renewal - Agenda Supplement

EEI Job #: HA2509-V

Background

Facilities that discharge water to public waterways are required to be permitted through the National Pollutant Discharge Elimination System (NPDES) program through the United States Environmental Protection Agency. The Illinois Environmental Protection Agency (IEPA) manages and enforces this program. The Village's Wastewater Treatment Facility (WWTF) has an NPDES permit, and this is required to be renewed every five (5) years. The current permit expires on March 31, 2026 and a Special Condition in the permit requires the Village to submit the application for renewal at least six (6) months prior to the permit expiration date. Therefore, the application must be submitted to the IEPA by September 30, 2025. There are several application forms and schedules that must be completed and submitted to the IEPA, which includes performance data since the previous renewal.

The Village has asked EEI to assist with the permit renewal process, and the PSA for this work is enclosed. The WWTF NPDES Permit Renewal is unbudgeted for Fiscal Year 2026 but is required to be completed. If not completed by the due date, the IEPA could issue a violation notice and prohibit issuance of subsequent sanitary sewer permits.

VILLAGE OF HAMPSHIRE

RESOLUTION NO. 25-_____

A RESOLUTION AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING ENTERPRISES, INC. AND THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS
(Wastewater Treatment Facility National Pollutant Discharge Elimination System (NPDES) Permit Renewal)

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

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

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

WHEREAS, facilities that discharge water to public waterways are required to be permitted through the National Pollutant Discharge Elimination System (“NPDES”) program through the United States Environmental Protection Agency, which is managed and enforced by the Illinois Environmental Protection Agency (“IEPA”) for the State of Illinois; and

WHEREAS, the Village’s Wastewater Treatment Facility has an NPDES permit and this permit is required to be renewed every five (5) years; and

WHEREAS, the current NPDES permit expires on March 31, 2026 and a Special Condition of the permit requires the Village to submit a permit application renewal at least six (6) months prior to the permit expiration date, which is September 30, 2025; and

VILLAGE OF HAMPSHIRE

WHEREAS, the Village has requested Engineering Enterprises, Inc. to assist with the permit renewal process in connection with the NPDES permit (the “Services”) in accordance with the terms of a professional services agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Local Government Professional Services Selection Act (the “Act”) (50 ILCS 510/0.01, *et seq.*) allows the Village to negotiate and enter into contracts for engineering services on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable compensation; and

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

WHEREAS, to the extent applicable, the Village may and does waive Sections 4, 5, and 6 of the Act as the cost of the Services is expected to be less than Forty Thousand and No/100 U.S. Dollars (\$40,000.00); and

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

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

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

SECTION 2. The Corporate Authorities hereby approve of and authorize the Agreement and authorize the President or his designee to execute and enter into the Agreement, with such

VILLAGE OF HAMPSHIRE

insertions, omissions and changes as shall be approved by the Corporate Authorities. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village is authorized to allocate, spend and/or receive all necessary funds to fulfill the requirements of the Agreement and this Resolution.

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

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

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

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

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

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

VILLAGE OF HAMPSHIRE

ADOPTED THIS ____ DAY OF _____, 2025.

AYES/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS ____ DAY OF _____, 2025.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

VILLAGE OF HAMPSHIRE

Exhibit A (Agreement)

**Agreement for Professional Services
WWTF NPDES Permit Renewal
Village of Hampshire, Kane County, IL**

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment B. Services to be provided include Engineering Services for the Village's WWTF NPDES Permit Renewal.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

Engineer shall receive as compensation for all work and services to be performed herein an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Engineering will be paid for monthly based on the percentage of the project that is complete, and will be paid for as a Fixed Fee (FF) in the amount of \$10,884. The hourly rates for this project are shown in Attachment E. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure



through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees



certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

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

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

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

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

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization



(IRC 501(a) only) x Corporation Not for Profit Corporation Trust or Estate
Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Anticipated Project Schedule

Attachment E: 2025 Standard Schedule of Charges



L. Notices:

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

For the Village:

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

For the Contractor:

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

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

Agreed to this ____ day of _____, 2025.

Village of Hampshire:

Jay Hedges
Village Manager

Karen Stuehler
Village Clerk

Engineering Enterprises, Inc.:

[REDACTED]
Stephen T. Dennison, P.E.
Vice President

[REDACTED]
Christopher R. Walton, P.E.
Project Manager



STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



WASTEWATER TREATMENT FACILITY (WWTF) NPDES RENEWAL Village of Hampshire, IL

Attachment B – Scope of Services

0.0 Project Management and Administration

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the Village and Other Regulatory Agencies (IEPA)
- Project Updates to the Village

1.0 NPDES Permit Renewal Application

- Prepare and Coordinate Requests for Information (RFIs) with the Village and IEPA related to previous NPDES Permit Renewal Applications, existing WWTF design and operating data, sludge disposal data, acute toxicity testing results and influent and effluent sampling data as required
- Complete all necessary IEPA NPDES Renewal Application Forms and Schedules and Prepare All Necessary Exhibits and Attachments, including:
 - General NPDES Application Forms 1, 2A, and 2S
 - Topographic Map
 - Existing WWTF Process Flow Schematic, Unit Process Summary and Site Plan
- Compile and submit NPDES Renewal Application to the Village for review. Edit application based on Village feedback.

2.0 NPDES Permit Renewal IEPA Review and Response

- Review the IEPA submitted Draft WWTF NPDES Permit and summarize any new or changing permit conditions that may require the Village to change WWTF operations, modify or construct new WWTF facilities, or any other requirements.
- Submit findings of the Draft NPDES Permit Reviewing to the Village in an email summary, which generally outlines any potential changes and impacts to the Village. Discuss the findings with the Village and recommend a potential response to the Draft NPDES Permit.
- Provide a written response to the Draft NPDES permit based on aforementioned review.

EXCLUSIONS

- Excludes the following aside from summarizing results on applications forms as required:
 - WWTF Influent Pollutant Sampling and Testing
 - WWTF Effluent Toxicity Sampling and Testing
 - WWTF Biosolids Disposal Sampling and Testing
- Excludes meetings with the Village and any 3rd parties, such as IEPA or Environmental Groups
- Excludes design engineering or preparation of detailed opinions of construction cost estimates for any new or revised NPDES permit requirements, if required under new permit. Also does not include updating previously prepared studies or reports.
- Excludes any Village Board Meeting attendance or presentations.

The above scope summarizes the work items that will be completed for this contract. Additional work items shall be considered outside the scope of the base contract and will be billed in accordance with the current Standard Schedule of Charges at the time the work occurs.



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

CLIENT					PROJECT NUMBER		
Village of Hampshire					HA2509-V		
PROJECT TITLE					DATE		PREPARED BY
NPDES Permit Renewal					5/2/25		CCB, CRW

TASK NO.	TASK DESCRIPTION	ROLE	P	SPM	PM	PE	SPT2	ST	ADMIN	HOURS	COST
		PERSON									
		RATE	\$241	\$234	\$210	\$168	\$175	\$140	\$72		
PROJECT FACILITATION											
1.1	Project Management and Administration		-	1	1	-	-	-	-	2	\$ 444
Project Facilitation Subtotal:			-	1	1	-	-	-	-	2	\$ 444

NPDES PERMIT RENEWAL APPLICATION											
2.1	Data Gathering and Organization		-	-	2	8	-	-	-	10	\$ 1,764
2.2	Review Documents		-	-	1	4	-	-	-	5	\$ 882
2.3	Prepare NPDES Permit Application		-	-	-	16	-	-	-	16	\$ 2,688
2.4	Compiling NPDES Permit Application and Submit to City for Review		-	-	2	8	-	-	-	10	\$ 1,764
2.5	Review NPDES Permit Application with City (Virtual/Conference Call)		-	-	1	2	-	-	-	3	\$ 546
2.6	Submit NPDES Permit Application to IEPA		-	-	-	2	-	-	-	2	\$ 336
WWTF NPDES Permit Application Subtotal:			-	-	6	40	-	-	-	46	\$ 7,980

NPDES PERMIT RENEWAL IEPA REVIEW AND RESPONSE											
3.1	Prepare Response to IEPA NPDES Permit Renewal Review		-	1	2	3	-	-	-	6	\$ 1,158
3.2	Discuss Response with City (one Project Meeting - assumes virtual)		-	-	1	1	-	-	-	2	\$ 378
3.3	Submit IEPA Response		-	-	1	2	-	-	-	3	\$ 546
3.4	Review Final NPDES Permit		-	-	1	1	-	-	-	2	\$ 378
NPDES Permit Review IEPA Review and Response Subtotal:			-	1	5	7	-	-	-	13	\$ 2,460
PROJECT TOTAL:			-	2	12	47	-	-	-	61	10,884

EEL STAFF

P Principal
SPM Senior Project Manager
PM Project Manager
SPE 2 Senior Project Engineer II
PE Project Engineer
SPT2 Senior Project Technician II
ST Senior Technician
ADMIN Administrative Assistant

LABOR SUMMARY	
EEL Labor Expenses =	\$ 10,884
TOTAL LABOR EXPENSES	\$ 10,884
TOTAL COSTS	\$ 10,884



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT								PROJECT NUMBER					
Village of Hampshire								HA2509-V					
PROJECT TITLE								DATE			PREPARED BY		
NPDES Permit Renewal								4/25/25			CCB, CRW		
TASK NO.	TASK DESCRIPTION												
		2025								2026			
		MAY	JUNE	JULY	AUG	SEPT	NOV	DEC	DEC	JAN	FEB	MAR	
DESIGN ENGINEERING													
1	Project Management and Administration												
2	Gather RFI Information and Prepare Application												
3	Application Finalization and Submittal to IEPA												
4	NPDES Renewal IEPA Review and Response												

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



Engineering Enterprises, Inc.

ATTACHMENT E - STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 20.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 225.00
Expert Testimony		\$ 275.00

VILLAGE OF HAMPSHIRE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK'S CERTIFICATE (RESOLUTION)

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

A RESOLUTION AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING ENTERPRISES, INC. AND THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS
(Wastewater Treatment Facility National Pollutant Discharge Elimination System (NPDES) Permit Renewal)

I certify that on _____, 2025, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law) passed and adopted Resolution No. _____, which was approved by the Village President on the _____ day of _____, 2025.

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

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

DATED at Hampshire, Illinois, this _____ day of _____, 2025.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

AGENDA SUPPLEMENT

TO: President Reid and Village Board

FROM: Lori Lyons, Finance Director

FOR: May 15, 2025 Village Board Meeting

RE: Request for authorization to Borrow \$5,000,000 from Resource Bank

Background. The FY26 Streets Budget approved by the Village Board included the construction of a new Public Works Facility to accommodate the equipment and personnel from the Street Division of Public Works.

Analysis. Interim financing will be required as bond proceeds will not be available at the start of construction progress payments. Staff contacted three banking institutions to gauge interest in providing interim financing.

Financial Institution	Rate	Maturity	Repayment
Heartland Bank	5.25%	6 Months	Not disclosed
Millennium Bank	6.50%	6 Months	Interest monthly; balance at maturity
Resource Bank	4.45%	6 Months	Interest monthly; balance at maturity

Resource Bank provided the best quote for this financing.

Recommendation. Staff requests approval of the attached ordinance, which provides authorization to execute the documents necessary to borrow \$5,000,000 from Resource Bank.

ORDINANCE 25-XX

**Authorizing and Providing for a Closed-End Line of Credit
in the amount of \$5,000,000 for the Purpose of Providing
Interim Financing of Costs Associated with the
Construction of the New Public Works Facility
for the Village of Hampshire,
Kane and McHenry Counties, Illinois**

WHEREAS, the Village of Hampshire, Kane and McHenry Counties, Illinois (the "Village"), is a non-home rule municipality and unit of local government of the State of Illinois (the "State"), duly created under the laws of the State and organized and existing under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto (the "Municipal Code"), and having the powers, objects and purposes provided by said Municipal Code; and, the Local Government Debt Reform Act of the State, as amended (the "Debt Reform Act") and together with the Municipal Code (the "Installment Purchase Provisions"), in each case, as supplemented and amended (collectively, "Applicable Law"), and

WHEREAS, the Village President and the Village Board of the Village (the "Corporate Authorities") have determined that it is advisable, necessary and in the best interests of the Village to finance various capital-related projects within the Village, including but not limited to the construction of a Public Works Facility to accommodate Equipment and Personnel of the Street Division (the "Project"), and

WHEREAS, the Village reasonably expects to advance its own funds to pay certain costs of the Project and subsequently reimburse these advances with proceeds of debt to be incurred by the Village; and

WHEREAS, the estimated cost of the Project to be financed by the Village, including engineering, legal, financial, bond discount, printing and publication costs, capitalized interest, and other expenses (collectively, the "Project Costs"), will not exceed \$15,000,000; and

WHEREAS, sufficient funds of the Village are not available to pay the costs of the Project, and it will, therefore, be necessary to issue bonds in an amount not to exceed \$15,000,000 for the purpose of paying such costs; and

WHEREAS, the Village finds it necessary to secure interim financing for this Project prior to the issuance of the bonds for this purpose; and

WHEREAS, Resource Bank has agreed to loan the sum of five million dollars (\$5,000,000), for a period of six months, in accordance with the terms set forth in an email dated April 1, 2025

from the Resource Bank Commercial/Agricultural Advisor Steven Morgensen to the Village Manager, attached as Exhibit A; and

WHEREAS, Pursuant to 65 ILCS 5/8-1-3-1, the Village is allowed to borrow from any bank so long as the debt is repaid in ten (10) years;

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

Section 1. The Village President is authorized to execute a 6-month promissory note to Resource Bank in the amount of \$5,000,000.00, under the terms set forth in Exhibit A.

Section 2. Together, the Village President and the Village Finance Director are authorized to execute disbursement requests on the promissory note.

Section 3. This Ordinance shall be in full force and effect upon its passage and approval in accordance with the law.

PASSED THIS 15TH DAY OF MAY, 2025, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS 15TH DAY OF MAY, 2025.

Michael J. Reid, Jr., Village President

Attest:

Karen Stuehler, Village Clerk

Lori Lyons

From: Steven Mortensen <SMortensen@ResourceBank.com>
Sent: Tuesday, April 1, 2025 12:21 PM
To: Jay Hedges
Cc: Lori Lyons
Subject: [EXTERNAL] Village of Hampshire

The request for the \$5,000,000 has been approved. It is a closed end line of credit to be drawn as needed with interest due monthly. The interest rate is 4.45% and there is no fee. We will need a copy of the Board Minutes approving the borrowing and a resolution stating who will be signing on behalf of the Village.

Thank you for giving Resource Bank the opportunity to bid on this request. Let me know if you have any questions.

Steven G. Mortensen
Commercial/Agricultural Advisor
NMLS#1252309

Resource Bank, N.A.
135 Oak Knoll Dr.
Hampshire, IL 60140
Direct Line (847) 792-8074
Toll Free (800) 845-4122
Fax (847) 792-8081
smortensen@resourcebank.com

Enriching the Lives of Our Customers, Caring for Our Communities, Believing in the American Dream

CONFIDENTIALITY NOTICE: This e-mail message (including attachments), are covered by the Electronic Communications Privacy Act, is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure dissemination, copying, forwarding or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately.



EMBRACE OPPORTUNITY
HONOR TRADITION

HAMPSHIRE POLICE DEPARTMENT MONTHLY REPORT

May 2025
Chief Doug Pann

HAMPSHIRE POLICE DEPARTMENT APRIL SCORECARD



Hampshire Police Department Scorecard

Apr-25

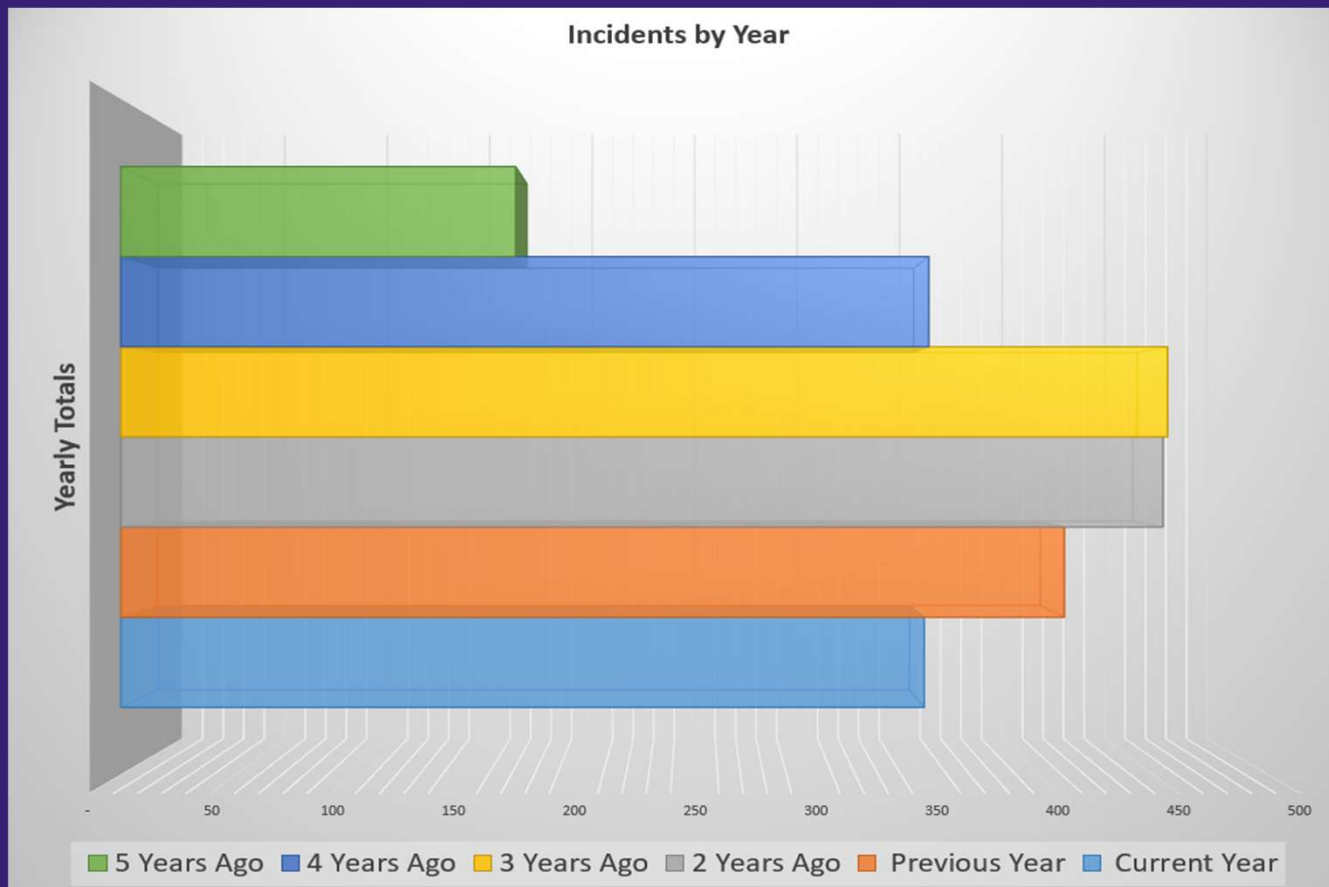
OFFENSES

	Previous Month	Current Month	% Change	YTD	YTD '24	YTD '23
Group A Offenses	N/A	N/A	N/A	N/A	24	17
All Dispatched Calls for Service	294	254	-13.6%	1023	1025	956
Burglary	1	0	-100.0%	1	1	0
Burglary to Motor Vehicle and Theft from Motor Vehicle	0	2	100.0%	2	0	2
Auto Theft	3	0	-100.0%	3	1	0
Theft	2	2	0.0%	10	5	3
Domestic Violence Cases	3	5	66.7%	11	11	5
Mental Health Calls for Service	7	5	-28.6%	19	14	4
Alarm Responses	10	18	80.0%	51	49	23
Assists to Neighboring Communities / KCSO	26	15	-42.3%	92	76	38

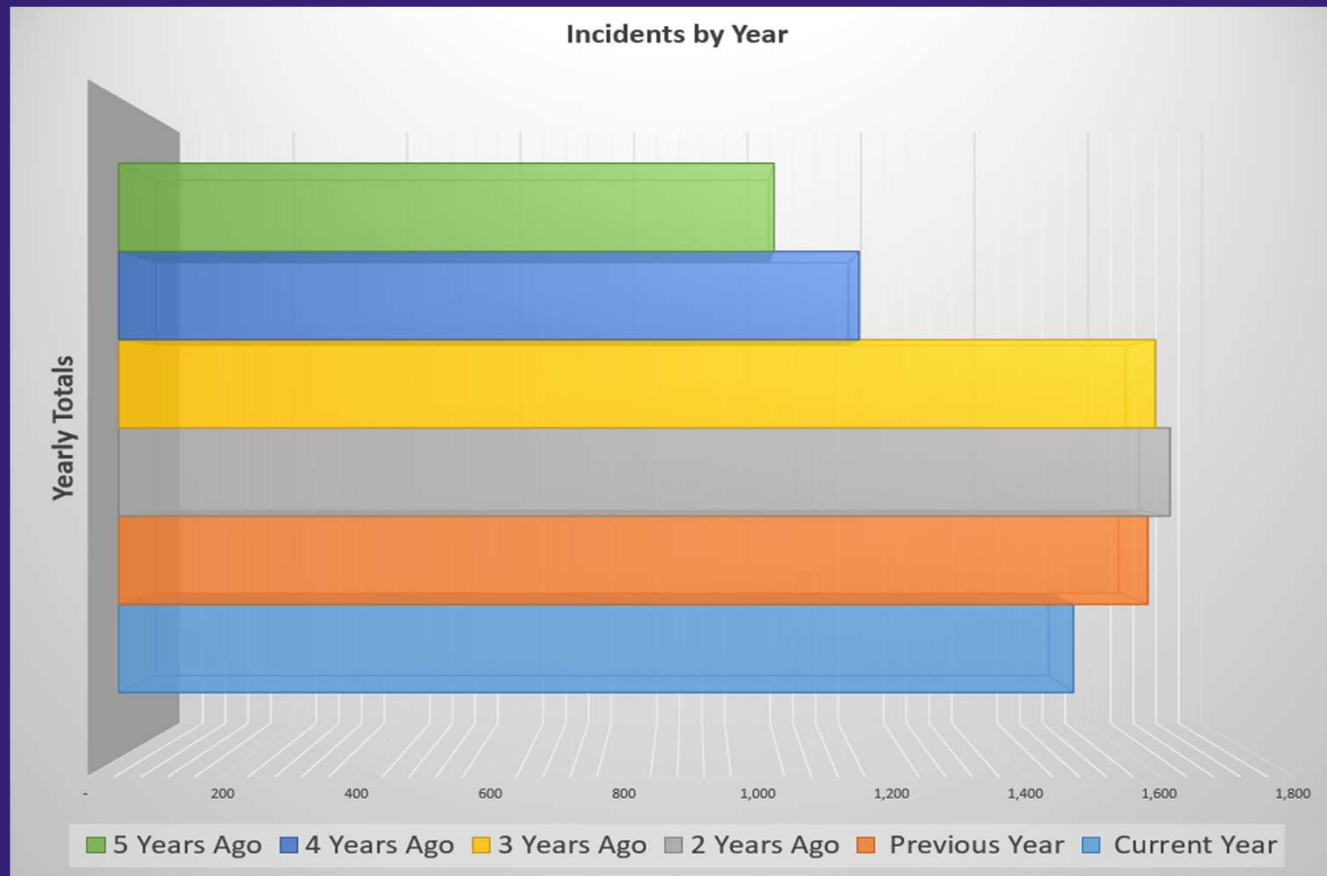
ACTIVITY

	Previous Month	Current Month	% Change	YTD
# Traffic Stops	148	96	-35.1%	383
# Traffic Tickets	37	32	-13.5%	178
# Traffic Warnings	89	49	-44.9%	243
# Parking Tickets	3		0.0%	87

TOTAL APRIL CALLS FOR SERVICE - 5 YEAR COMPARISON



TOTAL YEAR TO DATE CALLS FOR SERVICE



OFFENSE TRENDS COMPARISON 2024-2025

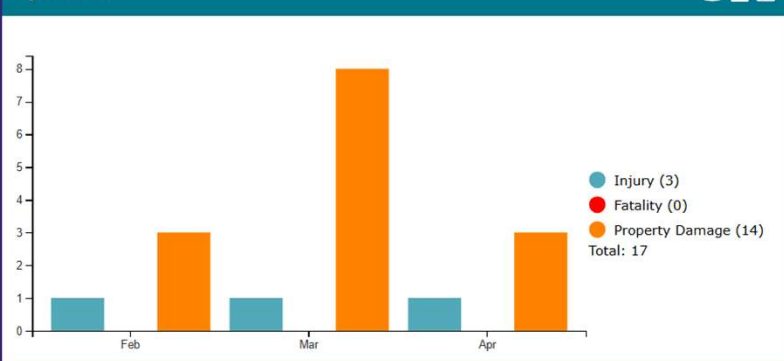


Data Connection Down for Transition

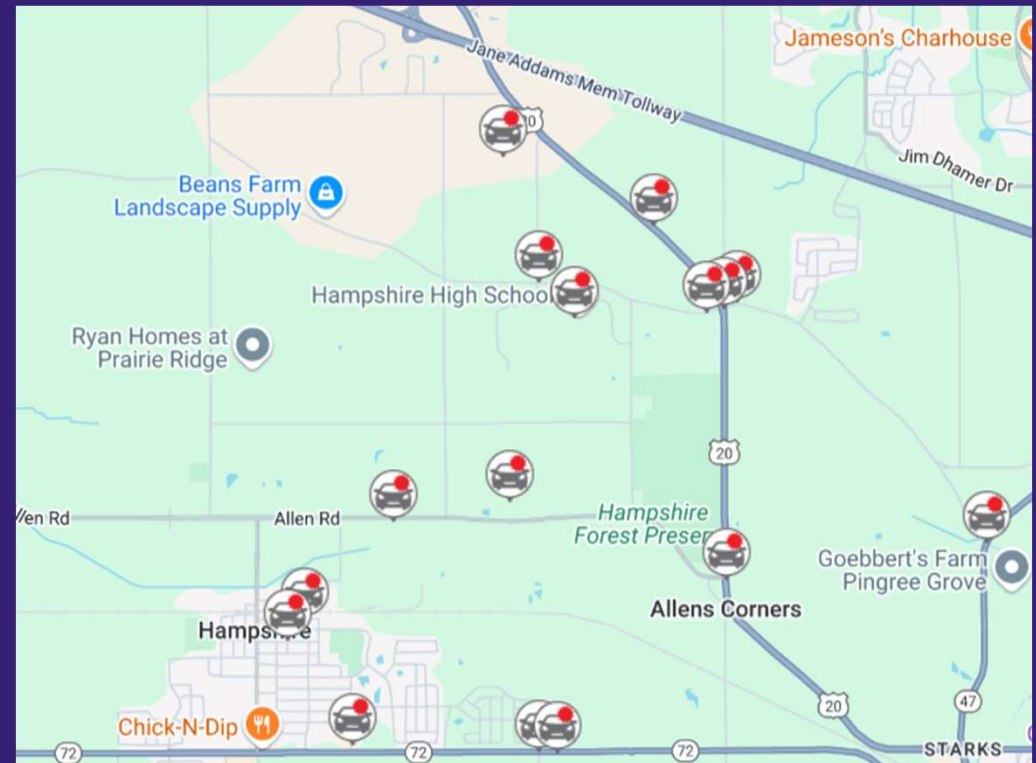
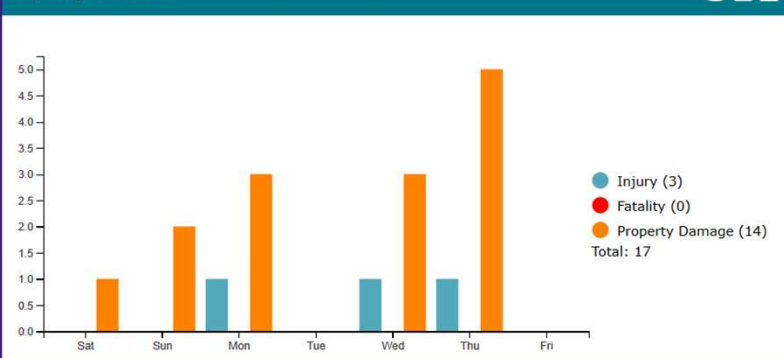
3-MONTH TRAFFIC CRASH DATA



By Month



By Day of Week



CURRENT PROJECTS



Project	Start Date	Status
Revise and Update Village Emergency Operations Plan with HFPD	02/01/2024	Formed Committee with Fire Department Project on hold waiting for new Admin Rule
ILEAP Accreditation	07/01/2024	Grant Received Software Procured Lieutenant Neblock Working Through Process

ACCOMPLISHMENTS



- Officer Joe Tiedel and Officer Jacob Peters graduated from the academy and started training
- Officer Rob Russell completed training and is deployed part-time

UPCOMING EVENTS



SAVE THE DATE

2025 DUNKIN' COP ON A ROOFTOP
FRIDAY, MAY 16 | 5AM - NOON

For 22 years, Dunkin' has teamed up with local law enforcement officials to raise money for Special Olympics on Dunkin' rooftops throughout the state.

Dunkin's Cop on a Rooftop has raised more than 9.9 Million Dollars dollars for Special Olympics Illinois.

We can't wait to see you at 1000 S. State St. on Friday, May 16!



DUNKIN'



Special Olympics
Illinois



**BE A STAR AT
COP ON A ROOFTOP**



SPECIAL INVITATION FOR INDIVIDUALS WITH DISABILITIES

The Hampshire Police Department is inviting individuals with intellectual or developmental disabilities to take part in this years **COP ON A ROOFTOP**- a fun and meaningful event supporting Special Olympics Illinois



FRIDAY MAY 16TH



5AM-NOON



**DUNKIN LOCATED AT
1000 S. STATE ST. HAMPSHIRE**



YOUR ENERGY MAKES ALL THE DIFFERENCE.

Village of Hampshire Street Department

Monthly Report: April 2025

New Public Works Facility - A groundbreaking ceremony was held onsite to mark the beginning of construction for the new Public Works Facility. This significant milestone reflects the Village's ongoing commitment to improving infrastructure and enhancing public services for our community.

Arbor Day - In celebration of Arbor Day, two beautiful Red Oak trees were planted on the Nicholas Circle island.

Earth Day - A pollinator garden was installed at Henpeck Park to support local ecosystems and attract bees, butterflies and other beneficial insects.

Storm Sewer Repairs - The Street Department has identified 45 storm sewers in need of repair throughout the village. By completing this work internally, the department is saving the Village approximately \$80,000 in contracted services. Repairs began on Monday, April 7th, and are expected to be completed by mid to end of May.

Sign Installation - State Wrestling signs on N. State st.

Sweeper - Swept entire Village

Pothole Patched - Entire Village

Right of Way Garbage

Utility Locates

481 Normal

40 Emergency

Asphalt Usage

3 tons HMA

Work Performed

Vehicle and Equipment Maintenance

Other Miscellaneous Projects