



Village of Hampshire
Village Board Meeting
Thursday, September 17, 2026 - 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. Proclamation Declaring September 25, 2026 as Dolly Parton Appreciation Day
5. Proclamation Recognizing Metastatic Breast Cancer Awareness Day
6. Public Comments
7. Motion to Approve Meeting Minutes from September 3, 2026
8. Motion to Approve the Early Release Accounts Payable for September 3, 2026
9. Motion to Approve the Accounts Payable for September 17, 2026
 - a. MSI
 - b. LOCiS
10. New Business
 - a. Motion to Appoint Ancel Glink as Special Counsel
 - b. Resolution #26-42 Approving a License Agreement with Coon Creek Country Days for Use of Village Property at 185 Town Place Road
 - c. Resolution #26-43 Approving a License Agreement with James Motor for Use of Village Property at 185 Town Place Road
 - d. Ordinance #26-41 Approving a Memorandum of Understanding with Community Unit School District #300 for School Resource Officers
 - e. Resolution #26-44 Awarding a Contract to Builders Paving, LLC for 2026 Whitetail Circle Resurfacing Project in the Amount of \$367,788
11. Old Business
12. Staff Reports
 - a. Financial Report
 - b. Police Report
 - c. Streets Report
13. Village Board Committee Reports
 - a. Business Development Commission
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, September 3, 2026 – 7:00 PM
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

1. **Call to Order**

Village President Michael J. Reid Jr. called the Village Board Meeting to order at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, September 3, 2026.

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

Present: Village President Michael J. Reid Jr., Trustee Fodor, Trustee Jarnebro, Trustee Koth, Trustee Pollastrini, Trustee Robinson joined the meeting at 7:25 pm.

A Quorum was Established.

Others Present: Village Manager Mary Jo Seehausen, Village Clerk Karen Stuehler, Chief Pann, Village Attorney James Vasselli, Finance Director Lori Lyons, Tim Paulsen from EEI joined remotely.

Absent: Trustee Kelly, Trustee Robinson joined at 7:25 pm.

3. **Pledge of Allegiance**

Judy Gordon and Bonnie Keegan led the Pledge of Allegiance.

4. **Public Comments**

None.

5. **A Motion to Approve Meeting Minutes from August 20, 2026.**

Trustee Pollastrini moved to approve the meeting minutes from August 20, 2026.

Seconded by: Trustee Fodor.

All Call Vote.

Ayes: Fodor, Jarnebro, Koth, Pollastrini.

Nayes: None.

Absent: Kelly, Robinson.

Abstain: None.

Motion Approved.

6. **A Motion to Approve Accounts Payable for September 3, 2026, in the amount of \$363,537.62.**

Trustee Fodor moved to approve Accounts Payable for September 3, 2026, in the amount of \$363,537.62.

Seconded by: Trustee Jarnebro.

Roll Call Vote.

Ayes: Fodor, Jarnebro, Koth, Pollastrini.

Nayes: None.

Absent: Kelly, Robinson.

Abstain: None.

Motion Approved.

7. **New Business**

a. **Ordinance 26-38 Approving a Contract with Civic Plus (Municode) for Code Codification Services.**

Trustee Koth moved to approve Ordinance 26-38 Approving a Contract with Civic Plus (Municode) for Code Codification Services.

Seconded by: Trustee Fodor.

Roll Call Vote:

Ayes: Fodor, Jarnebro, Koth, Reid.

Nayes: Pollastrini.

Absent: Kelly, Robinson.

Abstain: None.

Mayor Reid voted

Motion Approved.

b. **Ordinance 26-39 Approving the Purchase and Installation of a Channel Grinder from Dahme Mechanical Industries in the Amount of \$128,888.**

Trustee Fodor moved to approve Ordinance 26-39, Approving the Purchase and Installation of a Channel Grinder from Dahme Mechanical Industries in the Amount of \$128,888.

Seconded by: Trustee Jarnebro.

Roll Call Vote:

Ayes: Fodor, Jarnebro, Koth, Pollastrini.

Nayes: None.

Absent: Kelly, Robinson.

Abstain: None.

Motion Approved.

Trustee Robinson joined the meeting at 7:25 pm.

c. **Resolution 26-41 Approving a Professional Service Agreement with Engineering Enterprises, Inc. for the Brookedge Sanitary Sewer Upgrade Project in the Amount of \$30,880.**

Trustee Koth moved to approve Resolution 26-41, Approving a Professional Service Agreement with Engineering Enterprises, Inc. for the Brookedge Sanitary Sewer Upgrade Project in the Amount of \$30,880.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: Kelly.

Abstain: None.

Motion Approved.

d. **Ordinance 26-40 Approving the Sale & Disposal of Surplus Property and Equipment.**

Trustee Fodor moved to approve Ordinance 26-40 Approving the Sale & Disposal of Surplus Property and Equipment.

Seconded by: Trustee Jarnebro.

Roll Call Vote:

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

Nayes: None.

Absent: Kelly.

Abstain: None.

Motion Approved.

8. **Old Business**

No discussion.

9. **Staff Reports**

a. Building Report

No discussion.

b. Engineering Report

Trustee Pollastrini asked about the repairs that needed to be made for the Safe Routes to School project.

It was reported that they needed to fix some sod, shifted sidewalks, etc.

10. **Village Board Committee Reports**

a. Business Development Commission

President Reid shared that the next meeting would take place on September 9.

11. **Announcements**

No discussion.

12. **Executive Session**

Trustee Robinson moved to go into Executive Session at 7:34 for personnel.

Seconded by: Trustee Fodor.

All Call Vote:

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

Nayes: None.

Absent: Kelly.

Abstain: None.

Motion Approved.

Trustee Koth moved to exit Executive Session and resume to regular session at 10:04 pm.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: Kelly.

Abstain: None.

Motion Approved.

13. **Adjournment**

Trustee Robinson moved to adjourn at 10:06 p.m.

Seconded by: Trustee Fodor.

All Call Vote.

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

Nayes: None.

Absent: Kelly.

Abstain: None.

Motion Approved.

Meeting Video Available Online at www.hamsphireil.org



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September 10, 2026

Via Email – mseehausen@hampshireil.org

Mike Reid, Jr., Village President
Mary Jo Seehausen, Village Manager
Village of Hampshire
234 S. State Street
P.O. Box 457
Hampshire, IL 60140-0457

Re: Village of Hampshire – Special Counsel

Dear President Reid and Village Manager Seehausen:

We are honored to have the opportunity to provide legal services to the Village of Hampshire as special counsel. This letter will serve to memorialize the terms of our engagement so we all have a clear understanding of our relationship:

**AGREEMENT REGARDING ANCEL GLINK, P.C.
TERMS OF LEGAL REPRESENTATION**

Ancel Glink, P.C. (“we” or the “firm”) is pleased to work with you as your legal counsel.

The purpose of this Agreement is to, upon execution: (1) establish an attorney client relationship between the firm and Village of Hampshire (“you”); (2) define the scope of the firm’s representation of you; and (3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This Agreement includes the attorneys who will primarily be assigned to work with you, our hourly rates, and certain other information about our firm and representation.

Scope of Engagement. Our engagement in this matter will be to serve the Village of Hampshire as special counsel on an as-assigned basis. We understand that our primary contact will be Village Manager Mary Joe Seehausen.

Any changes in the scope of our representation as described in this Agreement must be approved in writing. We will provide services of a strictly legal nature related to the matters for which we represent you as your attorneys. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified by us in writing.

Under Section 975 of the Dodd-Frank Act, Ancel Glink, P.C. does not hold itself out as a financial advisor or a financial expert regarding the issuance of municipal securities or municipal financial products and any advice, recommendation or opinion expressed by the firm shall not be deemed

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to have been provided by a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is limited by our knowledge of the facts and based on our interpretation of the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control or which has not been disclosed to us.

Confidentiality and Related Matters. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions as discussed below or as we may discuss with you in the future regarding a particular matter. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and its lawyer. We can provide truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. We expect you will provide us with the factual information and materials we require to perform the services as your legal counsel and you will make such business or technical decisions and determinations as are appropriate. Additionally, you have an obligation to inform our firm of unasserted possible claims or of potential litigation, so that proper disclosure can be made to your auditors. Furthermore, full disclosure should be made by you to our firm if possible unasserted claims that could result in material liability.

Additionally, you should be aware that, in matters in which we represent a unit of local government, our client relationship is with the entity and not with its individual elected or appointed officials, employees, or the like. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you. The attorney-client privilege extends to the “control group” of a unit of local government, generally elected and appointed officials and senior staff. For individual litigation matters where we represent a unit of local government and its elected or appointed officials or employees as named parties, the attorney-client privilege will extend to each such person. You agree there is no conflict of interest in these matters. If we believe there is a conflict of interest, we will advise you of this.

Although we do not, as a matter of course, stamp all communications “Attorney-Client Work Product and Privileged,” you should treat them as such, subject to the discussion that follows about the Freedom of Information Act and the Open Meetings Act. Any privileged information between us should be protected from inadvertent or intentional disclosure to third parties. Such disclosure may waive the attorney-client privilege. This applies to our invoices, which may contain references to or summarize legal advice we have provided to you.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, data and record storage, document duplication, word

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processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

We may use artificial intelligence (“AI”) related to our work for you. We will verify the accuracy of any information that is generated by AI in accordance with the Rules of Professional Conduct, guidance from national and state bar associations, and our own AI policy.

As a governmental entity, you acknowledge that you are subject to the Freedom of Information Act and the Open Meetings Act, which require certain information and activities to be accessible to the public. To the extent that we obtain any information from you or your officers, officials, and employees that is not subject to disclosure under applicable laws or that is not otherwise obtained in a public forum, we will treat such matters as confidential. On the other hand, if we obtain information in the course of our representation of you and such information would be obtainable under applicable law by members of the public, such information would not be confidential and could be disclosed to others. We will, of course, adhere to these same information disclosure principles with our other governmental and private sector clients.

If you have any questions about the attorney-client privilege at any time, please ask us for clarification.

Legal Fees. We will perform our services for you on a straight hourly basis, billed in one-quarter (.25) hour increments. Our hourly rates are determined by the experience, reputation, and expertise of the attorneys performing the services; the time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly; and the time constraints imposed by you and other circumstances, such as an emergency matter, the need for immediate injunctive relief, or substantial disruption to other office matters. The calendar year 2026 hourly rate of our attorneys and staff who are expected to render services to you is:

- Partners: \$245 per hour
- Associates: \$245 per hour
- Paralegals \$160 per hour

We will keep these rates in effect for a period of one year after our engagement. After that one-year period, our billing rates will be evaluated and likely adjusted by our firm annually. Billing rate adjustments will be effective on January 1 of each subsequent calendar year without notice unless we mutually agree to another date. If you object to an increase in our rates, you should do so within 30 days after receiving our invoice where the rates were adjusted.

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From time to time, we may be asked to provide our opinion to third parties involving the financing of certain debt by you. We may charge a flat rate relative to our opinions in these matters similar to the fees bond counsel charges for its services.

Costs and Expenses. In addition to legal fees, our invoices will include out-of-pocket expenses that we have advanced on your behalf. Advanced expenses generally will include, but are not limited to, such items as overnight express mail deliveries (e.g. UPS or FedEx); in-house and outside messenger services; fees for filing, recording, photocopying, scanning, certifications, computer aided research (Lexis and Westlaw), and registrations; and out of the area travel (with your prior approval). From time to time, we adjust these fees and they will be effective on January 1 of a calendar year.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses. Of course, we will obtain your approval before incurring any such fees or expenses.

If you are involved in a litigation matter, we may also incur expenses related to electronic discovery services when processing Electronically Stored Information ("ESI"). Depending on the volume and complexity of the ESI, collection and processing may be performed in-house or by an outside vendor. We will bill you for the time of both in-house professionals and outside vendors.

In the event third party services are engaged by the firm on your behalf, and with your approval, we may ask you to pay an outside vendor invoice directly, and if you fail to do so, you agree to defend and indemnify us with respect to any claim, demands or suit brought against us as a result of your failure to pay such invoice. Payment directly by us of any such expense shall not be construed as a waiver of our right to require you in the future to pay any similar expense directly.

Billing. We bill throughout our representation on a regular basis, normally each month, for both fees and expenses. You agree to make payment within 30 days of receiving our invoice. Our invoices contain a description of the work performed, who performed the work, and the time spent on the matter.

We will give you notice if your account becomes delinquent, and you agree to bring the account current. If we are handling multiple matters for you, we require payment on all matters be kept current as a condition of continuing work. It is the firm's policy that if an invoice remains unpaid for more than 120 days, absent extraordinary circumstances and subject to legal ethics constraints, we have the right to withdraw from this engagement, and you hereby authorize us to withdraw

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from all representation of you. Undisputed amounts that remain unpaid for more than 120 days, are subject to the Local Government Prompt Payment Act, 50 ILCS 505/1, *et. seq.*, and interest shall accrue as set forth in Section 4 of the Act back to the original date due. 50 ILCS 505/4. If we withdraw from representing you due to unpaid invoices, you agree to pay all of our attorneys' fees and costs incurred by us to collect the amount owed. If we represent ourselves in any such litigation, you agree to pay our attorneys' fees incurred in the litigation at the hourly rates set forth above.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee arrangement.

Questions About Our Bills. We invite you to ask any questions that you have concerning a fee charged for any matter. We want you to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire and are willing to discuss with you any of the various billing formats we have available that best suits your needs. If you timely object in writing to a portion of an invoice, you agree to pay the remainder of the invoice which is not in dispute. We agree to accept such partial payment without claiming you have waived your right to contest the unpaid portion of the bill.

Relationships with Other Clients. During our engagement, we may be asked to represent a client with respect to interests that are adverse to yours or a client with interests similar to yours in the same matter. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse, or potentially adverse, to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Ancel Glink, P.C. personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests

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are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Joint Projects. On a regular basis we do work for one of our local government clients that can be applied and utilized by our other clients. Often, our clients must enact new ordinances or implement new policies or procedures to comply with new or amended statutes or new court decisions. We have taken these situations as opportunities to provide real costs savings for our clients by dividing our fees between and among our many, similarly situated, government clients. We will not undertake this work for you without advance authorization.

We create standard or template forms for the required ordinances or regulations and then provide them to all of our participating local governments. The cost is then divided among all of these clients, usually as a flat fee, thus significantly reducing their respective fees when compared to what the fees would have been had the work been on a client-by-client basis. While some tailoring to each government is often needed, our clients regularly take advantage of this cost saving opportunity.

Termination. You may terminate our representation at any time, with or without cause. Our right or obligation to withdraw or terminate our representation is subject to the Rules of Professional Conduct, which list several types of conduct or circumstances that require or permit us to withdraw from a representation, including, for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, failure to cooperate, taking action contrary to our advice and conflict of interest with another client. We will try to identify in advance and discuss with you any situation which may lead to our withdrawal and if we decide to withdraw, we usually give written notice of our withdrawal.

Unless previously terminated by you or us, the attorney-client relationship will be considered terminated upon our sending you written notice of termination. You will not thereafter be considered a current client of the firm because you remain on a firm mailing list or have appointed an attorney of the firm to serve as your registered agent or because the firm retains possession of certain of your papers or other property received in connection with the prior engagement or is identified as a required recipient of notices under a contract to which you are a party. If you later retain us to perform further or additional legal services, our attorney-client relationship will be revived subject to our standard terms of engagement in effect at that time.

The termination of this representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel. Under the applicable Rules of Professional Conduct, we are not required to release our files to new counsel unless or until you have paid all of our fees and expenses for services to date.

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Retention and Disposition of Documents. At the conclusion of our representation or any matter which we are handling for you, we reserve the right to retain our files pertaining to the matter (including attorney work product) in electronic format only. We also reserve the right to destroy paper and electronic documents after they have been maintained for seven years, regardless of whether the attorney-client relationship has terminated. If you would like us to return any paper copy files to you at the conclusion of a matter or electronic documents to you during the seven-year retention period, please contact us by email or in writing, and we will be happy to arrange for delivery of the files.

If, upon your request, we agree to provide you with paper or electronic copies of certain documents from our file pertaining to the matter, you agree to pay the copying or transfer costs.

Related Proceedings. If any claim is brought against the firm or any of its personnel based on your negligence or misconduct, if we are asked to testify or produce documents or ESI as a result of our representation of you, if we must defend the confidentiality of our communications in any proceeding, or if we are asked to provide follow-up services following termination (e.g. letter to auditor), you agree to reimburse us for any resulting costs, including for our time, calculated at the hourly rate for the particular attorneys or individuals involved, even if our representation of you has terminated.

Preservation of Documents, Including Electronically Stored Information. Please note when you receive notice of a claim or lawsuit, you have a legal duty to retain all documents relevant to that claim or litigation. When this occurs, you must take affirmative steps to retain all documents related to the claimant's or plaintiff's claim or lawsuit, including any Electronically Stored Information ("ESI"). This requires you to suspend any applicable document disposal procedures (including routine email deletion) and take affirmative steps to retain all hard-copy document files, e-mail, and other ESI, whether maintained on a work-issued or personal laptop, desktop hard drive, network drive, storage device (such as thumb drive, disk, or otherwise), data compilations, text messages, voicemails, surveillance tapes and recordings, and any other tangible object that relates to the claim or lawsuit.

You must also immediately suspend any document retention/destruction policy and put in place a "Litigation Hold." This Litigation Hold is designed to ensure that relevant electronic evidence is preserved and not destroyed, altered, modified, disposed of, or in any way compromised. Therefore, any individuals who may have relevant information or documents related to a matter must comply with this Litigation Hold. The failure to preserve documents and ESI or to otherwise impose a Litigation Hold will most likely result in adverse consequences in any litigation.

We will assist you in determining the precise documents which need to be retained, and if needed, in drafting communications to those individuals in your organization who should be put on notice of this legal duty.

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Consent to Electronic Communication. In order to increase our efficiency and responsiveness, we endeavor to use state-of-the-art communication devices (e.g. email, document transfer by computer, wireless telephones, facsimile transfer and other devices which may develop in the future). The use of such devices under current technology may place your confidences and privileges at risk. However, we believe that the efficiencies involved in the use of these devices outweigh the risk of accidental disclosure. By agreeing to these terms, you consent to the use of these electronic communication devices.

Consent to In-House Attorney-Client Privilege. At any time during or after our representation of you, we may consult with our own counsel regarding our rights and obligations to you. These consultations may be with either our internal counsel (i.e., our "General Counsel" or other attorneys within our firm who have been designated as our in-house counsel) or outside counsel. You agree that any such communications between us and our counsel are separate and apart from our representation of you and that the communications will remain privileged and confidential to us and shall not be subject to disclosure.

Complete Agreement. This Agreement supersedes all previous communications, representations, or other agreements, either oral or written, between you and the firm.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship. Again, we are honored to have the opportunity to be of service to the Village of Hampshire. If you would like any additional information about our Firm or our services, please feel free to contact me. We look forward to working with you.

Sincerely,



Kurt S. Asprooth

Ancel Glink, P.C.



By: _____

Printed Name: Derke J. Price

Its: Equity Partner

Dated: September 10, 2026

4913-4542-3309, v. 2

Village of Hampshire

By: _____

Printed Name: _____

Its: _____

Dated: _____, 202__

LICENSE AGREEMENT

This LICENSE AGREEMENT is made as of the Effective Date herein provided by and between the Village of Hampshire, an Illinois Municipal Corporation, 234 South State Street, Hampshire, IL (the "Village") and Coon Creek Country Days, Inc., an Illinois not-for-profit entity with its registered place of business at 185 South State Street, Hampshire, IL 60140 ("Coon Creek"). The Village and Coon Creek may each be referred to herein as a "Party" and collectively, as the "Parties."

WITNESSETH:

WHEREAS, the Village is the owner of certain territory located on North State Street at or near an intersection with Town Place Road in the Village, and legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Coon Creek annually runs a community festival known as "Coon Creek Country Days," a four-day festival held at or around the first weekend in August of each year (the "Festival"); and

WHEREAS, the Festival organizers are planning for the Festival for 2027 and in subsequent years, and desire to utilize the Property as the location for conducting the Festival at that time; and

WHEREAS, the Property is currently vacant and it is anticipated that it will remain vacant and would be available for purposes of conducting the Festival in 2027 and in subsequent years; and

WHEREAS, the Village desires that the Festival be held in 2027, and in subsequent years, and is willing to grant permission to Coon Creek, its agents, servants, contractors, and invitees of Coon Creek to use and occupy the public land described herein during the times and for such purposes as are set forth herein; and

WHEREAS, the Village would grant a license to Coon Creek for such purpose; and

WHEREAS, the Village desires a full, complete and absolute indemnity against any and all loss or damage which the Village, its officers, employees and attorneys might incur by reason of the use and occupation of the Property as herein contemplated and further desires that certain insurance be procured and maintained during the term of this License Agreement.

NOW, THEREFORE, in consideration of the promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed and understood between the Parties as follows:

1. Subject to the terms of this License Agreement, the Village hereby grants to Coon Creek, for the benefit of Coon Creek and its agents, servants, contractors, and invitees, a license to enter upon, use and occupy the Property for the purpose of conducting the Coon Creek Country Days annual festival, including time for set up and take down, for a 21-day period in 2027, 2028, 2029 and 2030, in each case including a period of fourteen (14) days before and seven (7) days after the scheduled first day of the festival.

2. The license and authority herein granted include a right of access for all necessary machinery, equipment and materials required for the Festival, and also, shall include the right of parking of motor vehicles for agents, servants, contractors, and invitees to the Festival.

3. Use of the Property shall be substantially in accordance with the diagram of the Festival layout as shown on Exhibit "B," attached hereto and incorporated herein by this reference.

4. Use of the Property shall be subject to the easement rights, and any other rights afforded to Grantor in the Special Warranty Deed from Hampshire East, LLC to the Village.

5. At the conclusion of each annual period described herein for conducting the festival, and at the conclusion of the term of this License Agreement, Coon Creek and its agents, servants, and contractors shall remove any and all machinery, equipment and materials utilized by it for the Festival, and restore the Property to its condition prior to the Festival.

6. The Village shall have the right upon breach of any provision, term or condition of the Agreement by Coon Creek or any of its agents, servants, or contractors, to immediately revoke this License upon written notice to Coon Creek.

7. The rights afforded to Coon Creek under this License Agreement are personal and shall not be assignable, either in whole or in part, but include and contemplate the use of the Property only by the agents, servants, and contractors engaged by Coon Creek for purposes of conducting the Festival, and invitees of Coon Creek for the Festival.

8. Coon Creek does not have and shall not claim at any time any estate or interest of whatsoever kind or nature in the Property by virtue of this License Agreement.

9. Prior to entry onto the Property, Coon Creek shall provide the Village with copies of the certificate(s) of insurance required by Paragraph 11 of this Agreement.

10. Coon Creek and its agents, servants and contractors, to the full extent permitted by law, and to the extent the Village is not protected by the insurance provided under Paragraph 10 hereof, shall pay for any and all loss and damage to property and injury to and death of all persons whatsoever, including but not limited to reasonable attorneys' fees, arising wholly or in part, from or in connection with the use of the Property as herein contemplated, and Coon Creek and its agents, servants, and contractors shall defend, indemnify and hold the Village and the Protected Parties harmless against all claims and liabilities of whatsoever kind or nature arising in whole or in part from or in connection with the use of the Property as herein contemplated and from any and all such losses, damage, injury or death, and against any and all consequent costs and expenses, including but not limited to reasonable attorneys' fees, except to the extent the same is caused by the intentional acts or the negligence of the Village or any of the Protected Parties.

For purposes of this License Agreement, the term "Protected Parties," as used herein, shall be deemed to refer to and include the officers, employees, and attorneys of the Village.

11. Not in limitation of the provisions of Paragraph 10 of this Agreement, it is agreed and understood that at its sole cost and expense, Coon Creek, for itself and its agents, servants, and contractors shall furnish evidence to the Village in a form satisfactory to the Village that Coon

Creek and its agents, servants and contractors are insured with a carrier or carriers satisfactory to the Village for the following coverages:

(a) Broad Form Comprehensive General Liability in an amount of not less than \$2,000,000.00 combined single limit, including the following coverages:

- (i) premises/operation;
- (ii) independent contractors;
- (iii) contractual liability;
- (iv) personal injury ABC including deletion of employee exclusions; and
- (v) deletion of XCU exclusion;

(b) Automobile liability for owned, non-owned and hired vehicles in an amount of not less than \$500,000.00 combined single limit; and

(c) Workmen's Compensation Insurance Policy limits according to Illinois law.

Such evidence shall also show that the Village and its Protected Parties have been named as additional insureds under such insurance policies identified as "(a)," "(b)" and "(c)" above. Coon Creek for itself and for its agents, servants and contractors shall keep in force such policy or policies as shall be sufficient to cover any claims made as a result of its use or occupancy of the Property.

12. Coon Creek agrees that the use and occupation of the Property shall be in compliance with all applicable laws, statutes, ordinances, rules and regulations, including, without limitation, those of the Village; the County of Kane; the State of Illinois; the United States of America, and any agency of any of the foregoing, and that Coon Creek will protect, save and keep the Village and the Protected Parties forever harmless and indemnified against and from any penalty and damage or charges imposed for any violation by Coon Creek and its Contractors of any such laws, statutes, ordinances, rules and regulations, Coon Creek shall be responsible for obtaining all permits and approvals required for the Permitted Uses.

13. Coon Creek shall keep the Property free and clear of mechanics' or materialmen's liens for labor and/or materials furnished in connection with its use pursuant to this License Agreement, or otherwise. Coon Creek shall pay and discharge or bond over all mechanics or materialmen's liens that may be filed against the Property as a result of the performance of any work and the furnishing of any materials related to this use or occupancy of the Property.

14. All notices required under the terms of this License Agreement shall be in writing and sent to the Parties hereto at the addresses respectively listed below either by facsimile or by overnight courier service. Notices sent by facsimile shall be deemed received on the day sent, if sent before 4:00 p.m. on a business day, or on the next business day, if sent later or on a non-business day, while notices sent by overnight courier shall be deemed received on the next business day.

To the Village:

Village of Hampshire
234 South State Street
PO Box 457

Hampshire, IL 60140
Attn: Village President

To Coon Creek:

Coon Creek Country Days, Inc.
c/o Ms. Sara Habberfield
PO Box 927
Hampshire, IL 60140

Either Party may at any time in accordance with the requirements of this paragraph give notice to the other of such other or additional person, or location, to whom or at which notice shall be given.

15. Unless terminated earlier pursuant to Paragraph 6 of this Agreement, the right of Coon Creek to use and occupy the Property for the purposes set forth in this License Agreement shall terminate at 11:59 p.m. on the seventh day after the scheduled first day of the festival in the year 2030.

16. The duties and obligations imposed upon Coon Creek by Paragraphs 10, 12, 11, and 12 shall continue and survive termination of Coon Creek's right to use and occupy the Property under this Agreement.

17. The laws of the State of Illinois shall govern the interpretation, validity, performance and enforcement of this Agreement.

18. Venue of any cause of action arising from or in connection with this License Agreement shall exclusively be in Kane County, Illinois.

19. The person(s) executing this License Agreement warrant and covenant that each has been duly authorized to execute and deliver same on behalf of the entity for which he/she has signed below.

20. The recitals above are incorporated into this Agreement by this reference.

21. This License Agreement shall not be amended, modified or altered except by a written instrument duly executed by each of the Parties.

IN WITNESS WHEREOF, the undersigned have executed this License Agreement at Hampshire, Kane County, Illinois as of the Effective Date.

SIGNATURE PAGE TO FOLLOW

COON CREEK COUNTRY DAYS, INC.

By:_____

Date Signed by Coon Creek / the Effective Date: _____, 2026.

VILLAGE OF HAMPSHIRE

By:_____

Its: President

EXHIBIT A

The Property

THAT PART OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

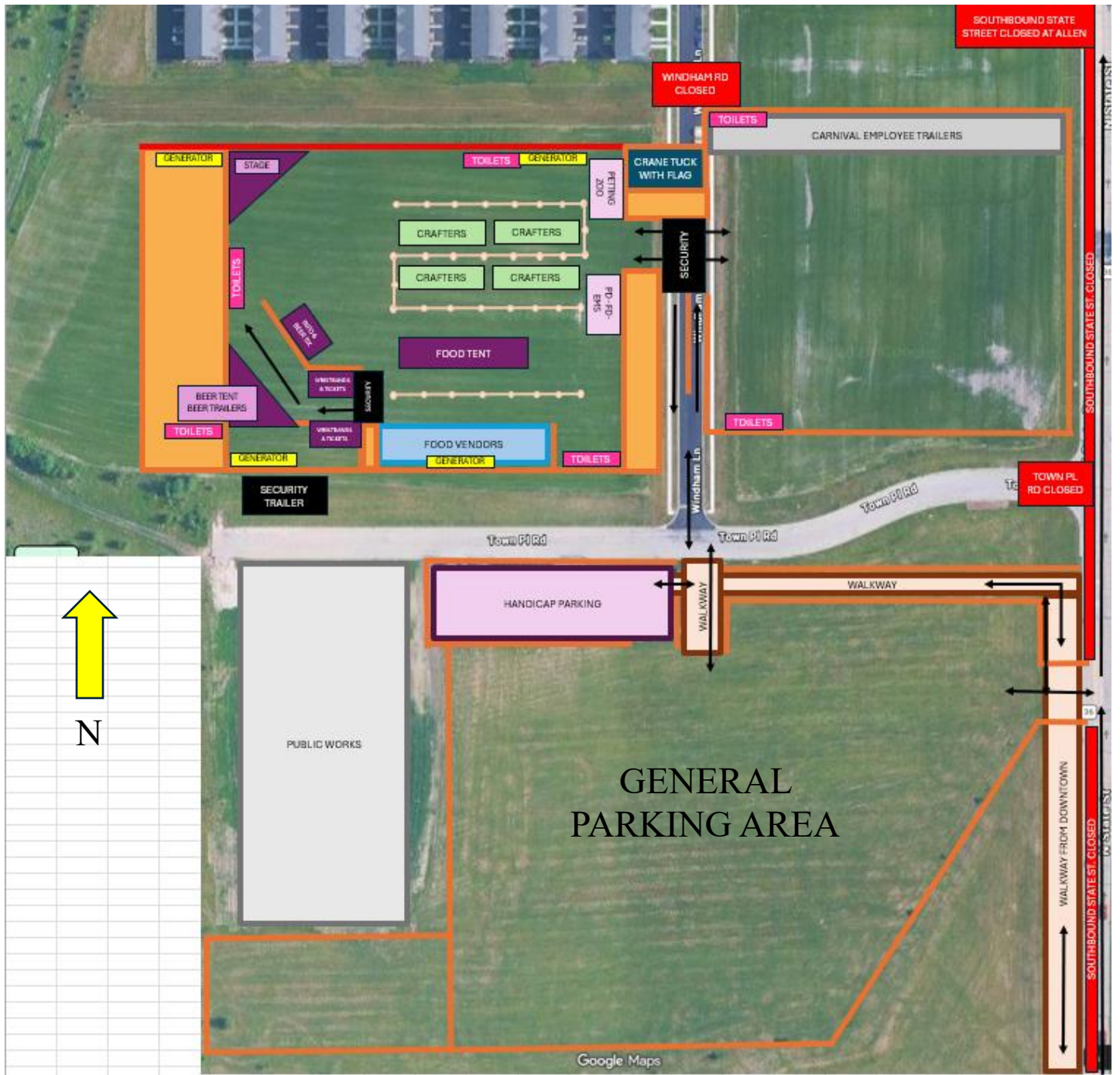
Commencing at the Northeast corner of the Southeast Quarter of said Section 21 per Monument Record 1557006; thence North 89 degrees 50 minutes 03 seconds West, 40.00 feet along the North line of said Southeast Quarter to the West line of state street as dedicated per document 2006K094681 (the following 2 courses are along said West line); thence North 00 degrees 18 minutes 32 seconds East, 0.05; thence North 00 degrees 10 minutes 02 seconds East, 69.21 feet, to the point of beginning;

Thence South 27 degrees 58 minutes 54 seconds West, 512.89 feet; thence South 74 degrees 54 minutes 52 seconds West, 452.57 feet; thence North 80 degrees 42 minutes 02 seconds West, 431.12 feet; thence North 00 degrees 10 minutes 02 seconds East, 617.90 feet; thence South 89 degrees 55 minutes 34 seconds East, 716.64 feet; thence easterly, tangent to the last described course, 136.36 feet along a curve to the left, having a radius of 340.00 feet, the chord of said curve bearing North 78 degrees 35 minutes 03 seconds East; thence North 67 degrees 05 minutes 40 seconds East, 55.08 feet, tangent to the last described course; thence easterly, tangent to the last described course, 104.28 feet along a curve to the right, having a radius of 260.00 feet, the chord of said curve bearing North 78 degrees 35 minutes 03 seconds East; thence South 89 degrees 55 minutes 34 seconds East, 75.13 feet, tangent to the last described course; thence South 44 degrees 52 minutes 46 seconds East, 35.33 feet to aforementioned West line of state street; thence South 00 degrees 10 minutes 02 seconds West, 159.55 feet, along said West line, to the point of beginning.

PIN	01-21-426-028; 01-21-200-050 (affects land in addition to the territory described above)
Common Address:	185 Town Place Road, Hampshire, IL

EXHIBIT “B”

Diagram of Festival Layout



VILLAGE OF HAMPSHIRE

RESOLUTION NO. 26-_____

A RESOLUTION AUTHORIZING AND APPROVING A LICENSE AGREEMENT BETWEEN COON CREEK COUNTRY DAYS, INC. AND THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS

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

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (and with the President, the “Corporate Authorities”) are committed to ensuring 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, pursuant to Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/11-80-2), the Corporate Authorities may regulate the use of the streets and other Village property; and

WHEREAS, the Village is authorized to enter into agreements concerning the use and licensing of Village-owned property and facilities for public purposes; and

WHEREAS, the Coon Creek Country Days Festival has become a longstanding annual community tradition that celebrates the Village's heritage while providing recreational, cultural, educational and family-oriented activities for residents and visitors; and

WHEREAS, Coon Creek Country Days, Inc. or a related entity or designee (“Coon Creek”) has provided the Village with a license agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms under which the Village agrees to grant Coon Creek a license for the use of certain property in connection with the Coon Creek Country Days Festival; and

VILLAGE OF HAMPSHIRE

WHEREAS, the Corporate Authorities recognize that effective planning and coordination of a large-scale community festival requires substantial advance preparation, scheduling, fundraising, sponsorship development, volunteer recruitment and coordination with Village departments and public safety agencies; and

WHEREAS, entering into the Agreement will provide continuity and certainty for both the Village and Coon Creek, facilitate long-term planning, improve operational efficiency and promote the continued success of the Coon Creek Country Days Festival; and

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

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

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

SECTION 2. The Corporate Authorities hereby approve of and authorize the Agreement and authorize the President or his designee to execute and enter into the Agreement, with such insertions, omissions and changes as are authorized by the Corporate Authorities. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, agents and employees of the Village shall take all action necessary or reasonably required to carry out and effectuate the purpose of this Resolution and shall take all

VILLAGE OF HAMPSHIRE

action necessary in conformity therewith. The Village is authorized to allocate, spend and receive all necessary funds to fulfill the requirements of the said Agreement and this Resolution.

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

SECTION 4. 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 5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 6. 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 7. This Resolution shall be effective and in full force immediately upon passage and approval or as otherwise provided by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

VILLAGE OF HAMPSHIRE

ADOPTED THIS __ DAY OF _____ 2026.

AYES/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS __ DAY OF _____ 2026.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

VILLAGE OF HAMPSHIRE

Exhibit A **(Agreement)**

VILLAGE OF HAMPSHIRE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE
(RESOLUTION)

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

**A RESOLUTION AUTHORIZING AND APPROVING A LICENSE AGREEMENT
BETWEEN COON CREEK COUNTRY DAYS, INC. AND THE VILLAGE OF
HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS**

I certify that on _____, 2026, 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 _____, 2026.

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 _____, 2026.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

**TEMPORARY, REVOCABLE AND NON-EXCLUSIVE LICENSE AGREEMENT FOR
VEHICULAR PARKING (JAMES MOTORS, LLC)**

THIS TEMPORARY, REVOCABLE, AND NON-EXCLUSIVE LICENSE AGREEMENT FOR VEHICULAR PARKING (this “Agreement”) is made, entered into and effective as of _____ (the “Effective Date”) by and between the Village of Hampshire, Kane and McHenry Counties, Illinois, an Illinois municipal corporation (The “Licensor” or “Village”) and James Motors, LLC, an Illinois limited liability company (the “Licensee” and together with the Village, the “Parties”).

RECITALS

A. Licensor is the owner of a certain parcel of real property that is commonly addressed as 185 Town Place Road, Hampshire, IL 60140 and is depicted on the attached Exhibit A (the “Property”).

B. Licensee desires: (1) to park motor vehicles on the Property; and (2) that Licensor grant Licensee a temporary, revocable, and non-exclusive license (the “License”) allowing Licensee and its officers, employees, contractors, and business invitees (the “Invitees”) to park motor vehicles on the Property and all rights reasonably necessary to access and provide ingress and egress to and from the Property for Licensee and the Invitees to park Licensee’s vehicles on the Property.

C. The Parties intend to commence the License on the Effective Date and, subject to the terms set forth below, the License will continue to and expire on August 31, 2030 (the “License Period”).

D. While Licensee pursues a site for the permanent relocation of its business operations within the Village it desires the License.

E. Licensee: (1) intends to operate its business in good faith; (2) shall fully comply with all applicable laws, including the parking regulations set forth in the Municipal Code of Hampshire of 1985 (the “Village Code”); and (3) agrees to keep and protect the Village free from all risks and losses based on its and the Invitees’ use of the Property.

F. The Village hosts Coon Creek Country Days Festival on or about the first week of August annually (the “Festival Days”). Coon Creek Country Days, Inc., operates the Festival Days on the Property pursuant to the terms of that certain Agreement by and between Licensor and Coon Creek Country Days, Inc. (the “Coon Creek Agreement”), attached hereto as Exhibit B.

G. Licensee agrees to remove all motor vehicles from the Property at least seven (7) days prior to the Festival Days. Licensor agrees to allow Licensee to continue parking motor vehicles on the Property no more than seven (7) days after the Festival Days have concluded.

H. Licensee acknowledges: (1) that generally its rights under this Agreement are subordinate to the rights granted to Coon Creek Country Days, Inc., in the Coon Creek Agreement; (2) that the rights granted to Licensee do not include permission to park vehicles on or otherwise occupy the

Property on the Festival Days; and (3) that during the Festival Days all rights and permissions granted to Licensee under this Agreement are of no force and effect.

I. Licensee acknowledges that its use of the Property is subordinate to all documents recorded against the title of the Property.

J. Licensee acknowledges that during the Festival Days, it needs to find an alternative parking location for vehicles normally parked on the Property, and it must comply with the Village Code and all other applicable laws regarding the alternate parking.

K. The Parties acknowledge that the License being established by this Agreement constitutes a limited, personal, non-exclusive privilege to use the Property solely for the parking and temporary storage of authorized vehicles and does not constitute a lease, tenancy, easement, possessory interest, or other interest in real property.

L. The Parties desire to enter into this Agreement to memorialize the License contemplated herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby made a part of this Agreement as if fully set forth herein and the mutual agreements, conditions, and undertakings herein and other valuable consideration, including the exchange of Ten dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. License.

1. Licensors hereby grants to Licensee the License for the License Period. The Property is comprised of approximately 12,500 square feet of real property west of North State Street and adjacent to Town Place Road. Licensee is prohibited from performing any repairs or services to vehicles while on the Property. Licensee is prohibited from conducting sales transactions on the Property; displaying vehicles for sale; advertising from the Property; installing dealership signage; conducting vehicle deliveries; conducting customer operations; or establishing a separate dealership location. Licensee shall occupy and use the Property in a lien-free manner and will not permit or suffer any mechanic's or materialmen's liens to attach to the Property. Licensee shall not park or store more than ____ vehicles on the Property at any one time.
2. Licensee acknowledges and agrees that it has inspected and is familiar with the Property. Licensee accepts the Property in an "as-is" condition. Licensors is not required to perform any work or furnish any materials or otherwise prepare or improve the Property for Licensee's use of the Property. If Licensee is unable to use the Property due to an event of Force Majeure (as defined below), Licensors will not be deemed to be in breach or in default of this Agreement.

3. During the License Period, Licensee shall maintain the Property in a clean, safe and orderly condition. Licensors shall perform such snow removal and other maintenance as it chooses, within the Property.
4. If any portion of the Property is damaged by the negligent act or omission of Licensee or one of the Invitees, Licensee shall notify Licensors as soon as practicable and shall reasonably cooperate with Licensors so that Licensee, Licensors (if Licensors elects) or the applicable insurance company may repair and restore the Property.

B. License Period.

1. This Agreement shall commence and continue through the License Period or until either party provides written notice of its intent to terminate it as set forth in Section B(2) below.
2. Either party may terminate this Agreement upon not less than thirty (30) calendar days' prior written notice to the other party, which notice may be given at any time. Licensee shall have thirty (30) calendar days after the delivery date of such notice to vacate the Property. Notwithstanding and superseding any conflicting term of this Agreement, Licensors shall have the right to immediately terminate this Agreement for cause in the event of a breach of the terms of this Agreement by Licensee by providing Licensee written notice of its intent to terminate this Agreement for cause. Licensee shall be required to vacate the Property as soon as practical in the event Licensors terminates the Agreement for cause. The provisions of Sections 5 and 7 of this Agreement shall survive its termination.

C. License Fee. The Parties expressly acknowledge and agree that Licensee's consideration for Licensors entering into this Agreement hereto shall be an annual payment of Ten and No/100 U.S. dollars (\$10.00). The payment shall be payable to Licensors annually, without offset, proration or deduction. The first payment shall be made no later than five (5) calendar days after the Effective Date. All subsequent payments shall be made on the first business day of that calendar year.

D. Damage and Destruction. Licensors shall have no responsibility to Licensee in the event of any damage to, loss of, or theft of any personal property of Licensee or the Invitees during the License Period, and Licensee and the Invitees shall look exclusively to their own insurance coverage, if any, for recovery in the event of any such damage, loss, or theft, except to the extent such damage or loss was caused by the willful misconduct of Licensors.

E. Insurance/Indemnity.

1. Licensee shall be required to maintain insurance with respect to the Property and any personal property owned by, or in the custody of, Licensee at all times during the License Period. Within five (5) calendar days of a request, Licensee shall provide Licensors with a certificate of insurance and endorsement, evidencing the required coverages. The insurance policies issued hereunder shall be issued by insurance

companies licensed to do business in Illinois, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most current Best's Insurance Reports available on the Effective Date; unless otherwise approved by Licensor in writing. Specifically, the certificate of insurance (the "COI") will show the following:

- a. Workers' Compensation and Employer's Insurance. Insurance covering all of Licensee's employees for Workers' Compensation, in statutory amounts, and Employer's liability coverage of One Million and No/100 U.S. dollars (\$1,000,000.00) for each accident, each employee, and per policy and shall include a waiver of subrogation in favor of Licensor.
- b. Commercial General Liability Insurance (Primary). Commercial General Liability covering Licensee against any claims arising out of liability for bodily injury, death, personal injury, advertising injury, and property damage occurring in and about the Property and otherwise resulting from any acts and operations of Licensee and the Invitees, with combined single limit of One Million and No/100 U.S. dollars (\$1,000,000.00) per occurrence and Two Million and No/100 U.S. dollars (\$2,000,000.00) annual general aggregate. Coverage shall include premises/operations liability, products/completed operation liability, cross liabilities/separation of insureds fire legal liability, host liquor liability, and contractual liability including coverage for insured contracts. Licensee shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by Licensor, except for Licensor's willful misconduct.
- c. Automobile Liability Insurance. When any motor vehicles are used in connection with this Agreement, Licensee shall provide Automobile Liability Insurance to include owned, non-owned, or hired automobiles and automobile contractual liability with limits of not less than One Million and No/100 U.S. dollars (\$1,000,000.00) combined single limit and such other coverages as required by Illinois law.
- d. Umbrella Liability Insurance. Umbrella Liability Insurance to be excess and follow-form over the Commercial General Liability, Automobile Liability, and Employer's Liability Insurance. The Umbrella Liability policy shall be written on an "occurrence" basis with a limit of liability of Five Million and No/100 U.S. dollars (\$5,000,000.00) and a Self-Insured Retention no greater than Ten Thousand and No/100 U.S. dollars (\$10,000.00).
- e. Property Insurance. Property coverage provided under a Special Form or "All Risks" policy that shall include coverage for flood and earthquake unless approved otherwise in writing by Licensor. The limit shall be in an amount of the full replacement cost value of Licensee's property (which shall include alterations, fixtures, personal property, machinery, equipment and vehicles owned/leased or used by Licensee) and include an agreed amount endorsement waiver and coinsurance limitation.

- f. Other Coverage: Terms. Such other policy or policies as are deemed reasonably necessary by Licensors and directed by Licensors to Licensee to be included on the COI. The COI will also evidence that Licensors shall be notified thirty (30) calendar days in advance of any cancellation of any policy listed thereon. The COI shall name the Village as an additional insured. The COI shall be attached hereto as Exhibit C.
- 2. Licensee shall indemnify, defend, and hold harmless Licensors and its elected and appointed officials, officers, attorneys, agents and employees (individually the "Licensor Indemnitee" or collectively the "Licensor Indemnitees") from and against any and all claims, demands, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection made or judicial or administrative actions filed that allege that a Licensor Indemnitee is liable to the claimant (other than to the extent caused by or arising from a Licensor Indemnitee's adjudicated recklessness or willful misconduct) by reason of: (i) any injury to or death of any person, or damage to or loss of property, or any other thing occurring on or about the Property or in any manner growing out of, resulting from or connected in any way with the use, condition, or occupancy of the Property that is attributable to Licensee, the Invitees or other Persons (defined herein) for whose conduct Licensee is legally responsible for; or (ii) Licensee's use and occupancy of the Property, except to such extent that any such claim is caused by or arises from the recklessness or willful misconduct of any Licensor Indemnitee; or (iii) any breach by Licensee under this Agreement. Except for Licensors or Licensor Indemnitees adjudicated recklessness and willful misconduct, Licensee waives any and all claims against Licensor Indemnitees and the Parties agree that it is the express intent of the Parties to shift all risk of loss or damage of the Property to Licensee. The scope of Licensee's indemnity obligation to Licensors shall include reimbursement for Licensors' reasonable attorneys' fees and costs incurred in connection with any indemnified claim.
- F. Assignment Sublicensing. The License granted hereby is personal to Licensee and shall not be assigned nor shall Licensee sublicense or otherwise permit or suffer the occupancy of any part of the Property by any third party without first obtaining the prior written consent of Licensors, which consent may be withheld by Licensors for any or for no reason.
- G. Alterations / Restorations. No alterations may be made by Licensee to the Property without first obtaining the prior written consent of Licensors. Licensee shall bear all costs and expenses associated with performing any such alterations, including, without limitation, costs of construction and any increased operating costs resulting from such alterations. Any alterations shall become the property of Licensors upon the termination or expiration of this Agreement.

Upon termination or expiration of the License, Licensee shall remove all vehicles and personal property from the Property; remove approved improvements if directed by Licensors; repair all Property damage and debris; and restore the Property to substantially

its prior condition. If Licensee fails to take these actions in a timely manner, Licensor may remediate at Licensee's expense to the extent permitted by law.

H. Miscellaneous.

1. Counterparts & Signatures. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement. The Parties hereto agree that the use of facsimile or electronically transmitted signatures for the negotiation and execution of this Agreement shall be legal and binding and shall have the same full force and effect as if originally signed.
2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any cause of action under this Agreement shall be in Kane County, Illinois.
3. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When a reference is made in this Agreement to an Article or a Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated.
4. Entire Agreement. This Agreement and the exhibits referenced or attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer on any party or Person, other than the Parties hereto, any rights or remedies hereunder. All exhibits are incorporated herein by this reference. This Agreement expresses the mutual intent of the Parties and the rule of construction against the drafting party has no application to this Agreement.
5. Severability. If any terms or other provision of this Agreement or the exhibits hereto shall be determined by a court, administrative agency, or arbitrator to be invalid, illegal or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect as long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party.
6. Further Agreements. The Parties shall execute or cause their applicable affiliates to execute such additional agreements between the Parties and/or their respective affiliates as may be reasonably necessary to effectuate the intent of this Agreement.
7. Binding Effect. This Agreement shall inure to the benefit of and be binding on the Parties hereto and their respective legal representatives, heirs and successors, and nothing in this Agreement, express or implied, is intended to confer on any other Person

any rights or remedies of any nature whatsoever under or by reason of this Agreement. This Agreement may be amended at any time by mutual consent of Licensor and Licensee, evidenced by an instrument in writing signed on behalf of each of the Parties.

8. Amendment and Modification. This Agreement may be amended, modified, or supplemented only by a written agreement signed by all Parties hereto.
9. Failure or Indulgence No Waiver. Remedies Cumulative. No failure or delay on the part of either party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.
10. Authority. Each of the Parties represent to the other party that: (i) it has the corporate or other requisite power and authority to execute, deliver, and perform this Agreement; (ii) the execution, delivery, and performance of this Agreement by it have been duly authorized by all necessary corporate or other actions; (iii) it has duly and validly executed and delivered this Agreement; and (iv) this Agreement is its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.
11. Third-Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including any creditor of any Person. No such third party shall obtain any right under any provision of this Agreement or shall by reasons of any such provision make any claim in respect of any Liability (defined below) or otherwise against either party hereto. Notwithstanding the foregoing, it is understood that Licensee's rights hereunder shall inure to the benefit of Licensee's affiliates and their officers, directors, and employees.
12. Taxes. Licensee is solely responsible for personal property taxes imposed on any equipment or vehicles located at the Property. All other real or personal property taxes related to the Property, including any increase in real estate taxes that arise from Licensee's improvements (if any) and/or use of the Property, are the sole obligation of Licensee. Each party is responsible for its own income, franchise and similar taxes.
13. Defined Terms. As used in this Agreement, the following terms shall have the meanings given to them in this Section H(13) applicable both to the singular and the plural forms of the terms described:
 - a. "Force Majeure" shall mean any fire, flood, tornado, explosion, war, act of unrest, government requirement, change in applicable law, condemnation/taking, civil or military authority, act of God or other similar events beyond the party's control.

- b. "Liability" includes any debt, liability, guaranty, assurance, commitment, and obligation, whether fixed, contingent, or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability), and whether or not the same would be required by generally accepted principles and accounting policies to be reflected in financial statements or disclosed in the notes thereto.
 - c. "Person" shall mean an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity or any department, agency, or political subdivision thereof.
14. Time. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor. Except as expressly provided herein to the contrary, when a party is required to do something in this Agreement, it shall do so at its sole cost and expense without right of reimbursement from the other party.
15. Consent/Approval. Whenever one party's consent or approval is required to be given as a condition to the other party's right to take any action pursuant to this Agreement, unless another standard is expressly set forth, such consent or approval shall not be unreasonably withheld, conditioned or delayed.
16. Notices. All notices, demands, requests, or other communications required or permitted hereunder shall be in writing and shall be:
- a. Personally delivered to the party's attorney to whom it is sent, effective on the date of such delivery; or
 - b. Sent via e-mail on business days during business hours (between 9:00 a.m. and 6:00 p.m. Central Time), effective on the date of such delivery (otherwise, the effective date shall be the next business day), provided that a copy of such notice along with a copy of the confirmation of such delivery is also mailed by first-class mail concurrently with such e-mail transmission; or
 - c. Sent via delivery through a nationally recognized courier service to the party to whom it is sent, effective on the date of the delivery, all as follows:

To Licensor: Mary Jo Seehuasen, Village Manager
234 South State Street
Hampshire, IL 60140
Phone: 847-683-2181
E-mail: mseehausen@hampshireil.org

With a copy to: James Vasselli, Esq.
2021 Midwest Rd., Suite 200
Oak Brook, IL 60523
Phone: 630-931-8225
E-mail: james@jmvchicagolaw.com

To Licensee: Rusty Mulvaney
206 South State Street
Hampshire, IL 60140

- d. Any notice, demand, request, or other communication required or permitted hereunder may be made only on a party's attorney, which shall be effective for all purposes. Each party may change its address for notice by giving notice thereof to the other party.
17. Brokers. Licensee hereby represents to Licensors that Licensee has not dealt with any broker in connection with this Agreement. Licensors hereby represents to Licensee that Licensors has not dealt with any broker in connection with this Agreement. Each party agrees to indemnify and hold the other party harmless from all claims of any brokers claiming to have represented such party in connection with this Agreement.
18. Independent Entities. The Parties are and remain independent entities and nothing in the Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the Parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in this Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.
19. Licensee Immunities. Nothing in the Agreement constitutes a waiver of any immunity or defense available to Licensors under Illinois law, including the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.
20. Public Record. Licensee acknowledges that this Agreement and records relating to this Agreement may constitute public records subject to disclosure under the Illinois Freedom of Information Act and other applicable laws.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LICENSEE:

James Motors, LLC

By: _____

Name: _____

Title: _____

Date: _____

LICENSOR:

Village of Hampshire, Kane and McHenry Counties, Illinois

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A: Property Depiction

THAT PART OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

Commencing at the Northeast corner of the Southeast Quarter of said Section 21 per Monument Record 1557006; thence North 89 degrees 50 minutes 03 seconds West, 40.00 feet along the North line of said Southeast Quarter to the West line of state street as dedicated per document 2006K094681 (the following 2 courses are along said West line); thence North 00 degrees 18 minutes 32 seconds East, 0.05; thence North 00 degrees 10 minutes 02 seconds East, 69.21 feet, to the point of beginning;

Thence South 27 degrees 58 minutes 54 seconds West, 512.89 feet; thence South 74 degrees 54 minutes 52 seconds West, 452.57 feet; thence North 80 degrees 42 minutes 02 seconds West, 431.12 feet; thence North 00 degrees 10 minutes 02 seconds East, 617.90 feet; thence South 89 degrees 55 minutes 34 seconds East, 716.64 feet; thence easterly, tangent to the last described course, 136.36 feet along a curve to the left, having a radius of 340.00 feet, the chord of said curve bearing North 78 degrees 35 minutes 03 seconds East; thence North 67 degrees 05 minutes 40 seconds East, 55.08 feet, tangent to the last described course; thence easterly, tangent to the last described course, 104.28 feet along a curve to the right, having a radius of 260.00 feet, the chord of said curve bearing North 78 degrees 35 minutes 03 seconds East; thence South 89 degrees 55 minutes 34 seconds East, 75.13 feet, tangent to the last described course; thence South 44 degrees 52 minutes 46 seconds East, 35.33 feet to aforementioned West line of state street; thence South 00 degrees 10 minutes 02 seconds West, 159.55 feet, along said West line, to the point of beginning.

PIN	01-21-426-028; 01-21-200-050 (affects land in addition to the territory described above)
Common Address:	185 Town Place Road, Hampshire, IL

Exhibit B: Coon Creek Country Days Agreement

Exhibit C: Insurance Certificate

VILLAGE OF HAMPSHIRE

RESOLUTION NO. 26-_____

A RESOLUTION AUTHORIZING AND APPROVING A LICENSE AGREEMENT BETWEEN JAMES MOTORS, LLC AND THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS

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

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (and with the President, the “Corporate Authorities”) are committed to ensuring 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, pursuant to Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/11-80-2), the Corporate Authorities may regulate the use of the streets and other Village property; and

WHEREAS, the Village owns certain property located at the address commonly known as 185 Town Place Road, Hampshire, IL 60140 (the “Property”); and

WHEREAS, James Motors, LLC or a related entity or designee (“James Motors”) has provided the Village with a license agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms under which the Village agrees to grant James Motors a license for the use of the Property to park vehicles thereon; and

WHEREAS, the Corporate Authorities have determined that the Property is not currently necessary for the sole use of the Village and have found that it is advisable, necessary and in the best interests of the Village and its residents to approve and authorize an agreement with terms substantially the same as the Agreement;

VILLAGE OF HAMPSHIRE

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

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

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

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

SECTION 4. 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.

VILLAGE OF HAMPSHIRE

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

SECTION 6. 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 7. This Resolution shall be effective and in full force immediately upon passage and approval or as otherwise provided by law.

ADOPTED THIS __ DAY OF _____ 2026.

AYES/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS __ DAY OF _____ 2026.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

VILLAGE OF HAMPSHIRE

Exhibit A **(Agreement)**

VILLAGE OF HAMPSHIRE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE
(RESOLUTION)

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

**A RESOLUTION AUTHORIZING AND APPROVING A LICENSE AGREEMENT
BETWEEN JAMES MOTORS, LLC AND THE VILLAGE OF HAMPSHIRE,
COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS**

I certify that on _____, 2026, 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 _____, 2026.

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 _____, 2026.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE VILLAGE OF HAMPSHIRE AND THE BOARD OF EDUCATION OF
COMMUNITY UNIT SCHOOL DISTRICT NO. 300 FOR A SCHOOL RESOURCE OFFICER**

THIS MEMORANDUM OF UNDERSTANDING ("*Agreement*") is made and entered into by and between the Board of Education of Community Unit School District No. 300, Kane, McHenry, Cook and DeKalb Counties, Illinois ("*School District*" or "*District*"), and the Village of Hampshire, a municipal corporation ("*Village*") (collectively, "*Parties*").

WHEREAS, the Illinois Constitution, Ill. Const. Art. VII, Sec. 10 (1970), and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government and school districts to share services and powers through agreements;

WHEREAS, Section 1-7(A)(8) and 5-905(1)(h) of the Juvenile Court Act, Sections 10-20.14, 10-21.7, 10-27.1A&B and 22-20 of the Illinois School Code, and Section 10/6(a)(6.5) of the Illinois School Student Records Act provide for and authorize agreements between local law enforcement agencies and school districts for reciprocal reporting of criminal offenses committed by students; and

WHEREAS, the School District has installed a digital camera system at schools in the District to enhance security and safety, and the Parties believe that if the Village Police Department were granted access to the images created by the School District's digital camera system, the Police Department would be better situated to assist the School District in the case of an emergency situation that endangered students, employees, or School District property; and

WHEREAS, the School District desires to have a Village police officer assigned to the District at Hampshire Middle School and Hampshire High School on a contract basis to serve as the School Resource Officer; the Village is willing to provide a police officer for that purpose in exchange for the payment referenced in this Agreement; and the Parties believe the School Resource Officer will facilitate a more personal relationship between law enforcement agents and students, assist in educational programs, and promote the safety and security of students, staff, and the school premises; and

WHEREAS, the School District and the Village are entering into this Agreement for the purposes of promoting safety and a positive school culture for staff, students, and families; enhancing understanding and trust between students and law enforcement; promoting school participation and completion by students; facilitating appropriate information sharing; and informing the Parties' collaborative relationship to best serve the school community;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Agreement and other good and valuable consideration, the School District and Village agree as follows:

I. MISSION, COOPERATION, AND AUTHORITY

A. Mission Statement, Goals, and Objectives

The mission of the Agreement, and specifically the assignment of a School Resource Officer, is to support and foster the safe and healthy development of all students in the District through strategic and appropriate use of law enforcement resources and with the mutual understanding that school participation and completion is indispensable to achieving positive outcomes for youth and public safety.

The Parties are guided by the following goals and objectives (the “*Goals and Objectives*”):

- Foster a safe and supportive school environment that allows all students to learn and flourish regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, emergent bilingual, and socioeconomic status.
- Promote a strong partnership and lines of communication between school and police personnel and clearly delineate their roles and responsibilities.
- Establish a framework for principled conversation and decision-making by school and police personnel regarding student misbehavior and students in need of services.
- Ensure that school personnel and the School Resource Officer understand their respective roles in responding to student misbehavior and that school administrators are responsible for code of conduct and routine disciplinary violations.
- Minimize the number of students unnecessarily out of the classroom, arrested at school, or court involved.
- Encourage relationship-building by the School Resource Officer such that students and community members see the School Resource Officer as a facilitator of needed supports, as well as a source of protection.
- Provide requirements and guidance for training including School Resource Officer training required by law and consistent with best practices, and training for school personnel as to when it is appropriate to request School Resource Officer intervention.
- Outline processes for initiatives that involve the School Resource Officer and school personnel, such as violence prevention and intervention and emergency management planning.
- Offer presentations and programming to the school focusing on criminal justice issues, community and relationship building, and prevention, health, and safety topics.

B. General Cooperation

1. The Superintendent of the School District or designee will provide the Village Police Chief with a list of administrators (“*School Officials*”) to be contacted as needed. The list will contain regular and emergency telephone and mobile numbers (if applicable), and identify which administrators are to be contacted for various types of problems and the order in which the administrators are to be contacted. The list shall be kept current and up to date at all times. The administrators identified shall be considered the “Appropriate School Officials” for purposes of § 1-7(a)(8) of the Juvenile Court Act.
2. The Village Police Chief will provide the Superintendent of the School District with the names and titles of a primary and two back up contacts (“*Police Officials*”) responsible for

implementing this Agreement. The officers shall provide their regular and emergency telephone numbers (if applicable).

3. The Superintendent and Police Chief may, as they deem necessary and upon written notice, designate different persons to the respective positions of School Official and Police Official.
4. School Officials and Police Officials will meet to facilitate and review implementation of this Agreement as often as necessary.
5. Nothing in this Agreement is intended to limit or restrict the duty and authority of school personnel to request police services for disturbances or other emergencies occurring in or around any school building, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in law enforcement investigations, including but not limited to providing witness statements and testimony.

C. District Authority Over the Educational Environment

1. Collaboration between the District and the Village and respect for the important role each party plays in connection with our community's youth are essential to the success of the mission of both Parties.
2. The Village recognizes the responsibility and authority of District Officials to manage the educational environment. Both Parties recognize that disciplining students for violations of the Student Code of Conduct is appropriate for District personnel to manage.
3. The District recognizes that discretion regarding whether to investigate or charge a student or other individual with an ordinance, criminal, or traffic violation lies with Police Officials. However, Village acknowledges and agrees that students may not be issued fines, fees, tickets, or citations as a school-based disciplinary consequence or for a municipal code violation on school property during school hours or while taking school transportation.
4. Both Parties understand the privacy protections of federal and state law in the disclosure of student records. The District may refuse disclosure requests by Police Officials without a warrant, court order, or other exception enumerated by the Illinois School Student Records Act, 105 ILCS 10/, and/or the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

II. THE SCHOOL RESOURCE OFFICER PROGRAM

- A. Selection of the School Resource Officer. The Parties acknowledge that the selection of the School Resource Officer is a critical aspect of the Program and that it is important for the Parties and the school community to have a positive perception of and relationship with the School Resource Officer. The School District, through the Superintendent or

designee, and the Village, through the Supervisor in charge of the Criminal Investigation Bureau ("**Supervisor**") or designee, will work collaboratively to select the School Resource Officer. The Village will provide to the School District police officers who are in good standing with the Village and with the following desired qualifications for review, all as determined by the Village:

1. Illinois Certified Police Officer;
2. Illinois Certified Juvenile Officer;
3. Attended a 40-hour Basic School Resource Officer training class (to be obtained within 6 months of start of assignment);
4. The School Resource Officer must have a current certificate of completion of the Illinois Law Enforcement Training and Standards Board SRO Course or ILETSB approved waiver (within 1 year of assignment);
5. Trained on working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs;
6. Trained in gang resistance and alcohol/drug resistance curricula and knowledgeable about school and community resources;
7. Trained in handling an active school shooter and knowledge of school safety planning, technology, and social media/cyberbullying laws and regulations;
8. Demonstrated effective verbal, written, and interpersonal skills including public speaking;
9. Knowledge of, and experience in, matters involving cultural diversity and educational equity;
10. Affinity for young people; calm, patient, approachable, self-directed, and collaborative; and proven experience working effectively with youth;
11. Demonstrated ability to work successfully with diverse populations, including with persons with physical and mental disabilities, and commitment to making students and community members of all backgrounds feel welcomed and respected;
12. Demonstrated commitment to de-escalation, diversion, and restorative justice, and an understanding of crime-prevention, problem-solving, and community policing in a school setting; and
13. Knowledge of school-based legal issues related to the position of School Resource Officer (e.g. confidentiality and consent) and demonstrated commitment to respecting students' legal and civil rights.

The Village shall assign to the School District the police officer mutually agreed upon by the School District and the Village to act as the School Resource Officer.

- B. Criminal Background Checks. The District shall initiate criminal background checks of officers prior to assignment at the District. The Village agrees to make all potential School Resource Officer candidates available to the District for fingerprint-based criminal background checks in accordance with Section 10-21.9 of the Illinois School Code. 105 ILCS 5/10-21.9. The School Resource Officer may not begin an assignment at the District until a fingerprint-based criminal background check in accordance with Section 10-21.9 of the Illinois School Code is initiated and checks of the Illinois State Police Murderer and Violent Offender Against Youth Registry, Illinois Sex Offender Database, and DCFS Child Abuse and Neglect Tracking System have been completed. The Village shall not assign any officer to the District if his or her criminal background check reveals convictions that would subject an individual to license suspension or revocation pursuant to Section 21B-80 of the Illinois School Code or who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987.
- C. Faith's Law. The Village is responsible for conducting the employment history review process required under Faith's Law, 105 ILCS 5/22-94, for any police officer assigned to the District and providing the complete and original results to the School District. The School District may reject any police officer if, in the School District's sole discretion, any checks required by Faith's Law disclose information which would call into question the individual's fitness to serve as the School Resource Officer or otherwise cause the School District to be concerned about the police officer interacting with students.
- D. Relationship. The School Resource Officer shall remain at all times an employee of the Village, supervised through the Police Department chain of command. The School Resource Officer will at all times abide by all personnel rules of the Village and any applicable collective bargaining agreement. The School Resource Officer shall also comply with all District Board policies, unless there is a conflict between District Board policies and Village policies or a collective bargaining agreement, in which case the Village's policies or the collective bargaining agreement with control as determined by the Village. As an employee of the Village and not the School District, the School Resource Officer shall not be entitled to any benefits that the School District provides to its employees. The Village shall be fully responsible to the School Resource Officer for the payment of all employee compensation and benefit obligations. The Village shall maintain payroll, attendance, and performance evaluation records. The District shall, upon request by the Village, provide the Village with information and/or records in the District's possession or control regarding the School Resource Officer's attendance, hours of work, and performance.
- E. Supervision.

1. As an employee of the Village, the School Resource Officer shall be subject to the chain of command of the Police Department. When serving in the role of School Resource Officer, he/she/they shall coordinate and communicate with the applicable Principal or designee of Hampshire High School and/or Hampshire Middle School regarding daily activities and work at his/her/their direction. The School Resource Officer shall ensure that the applicable Principal or designee remains aware of material interactions and information involving the his/her/their work, including, but not limited to, arrests and searches of students' persons and property. To ensure clear and consistent lines of communication, the School Resource officer shall provide monthly reports on activities to the Supervisor, Superintendent, and applicable Principal.
2. In the event the School Resource Officer fails to abide by the terms of this Agreement, follow the policies and procedures of the School District, or perform the duties outlined in this Agreement, the Superintendent or designee shall notify the Supervisor of the specific problems. The Superintendent or his/her/their designee and the Supervisor will work cooperatively to resolve the problems. If the School Resource Officer fails to remedy the problems within fifteen (15) days of the date of notification or a date agreed upon by the Parties, the Superintendent or designee may request a new School Resource Officer and work cooperatively with the Supervisor to appoint a new School Resource Officer in accordance with Section II.A.

F. Scope of Duties.

1. The scope of the School Resource Officer's duties and responsibilities is set out in Exhibit A, which may be changed or redefined at any time when agreed upon in writing by both the Supervisor and the Superintendent or designee.
2. The Principal or the Principal's designee shall be responsible for student code of conduct violations and routine disciplinary violations.
3. The School Resource Officer shall not serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers. The School Resource Officer shall not use police powers to address school discipline issues. The School Resource Officer shall read and understand the student code of conduct for both the District and the School. The School Resource Officer shall be responsible for investigating and responding to criminal misconduct. The School Resource Office is prohibited from issuing a fine, fee, ticket, or citation to a student as a school-based disciplinary consequence or for a municipal code violation on school property during school hours, during school-related events or activities, or while taking school transportation.
4. The Parties acknowledge that many acts of student misbehavior that may contain all the necessary elements of a criminal offense are best handled through the school's disciplinary process. The Principal or the Principal's designee shall use

their reasoned professional judgment and discretion to determine whether School Resource Officer involvement is appropriate. In such instances, the guiding principle is whether misbehavior rises to the level of criminal conduct that poses (1) real and substantial harm or threat of harm to the physical or psychological well-being of other students, school personnel, or members of the community or (2) real and substantial harm or threat of harm to the property of the school.

5. The School Resource Officer must conduct him/her/themself in a professional manner and must maintain the highest level of respect and integrity within the school community. The School Resource Officer must maintain a caring attitude towards students and remain sensitive to the problems of students and staff in the school environment. The School Resource Officer shall read and understand the policies concerning student behavior and the student code of conduct for the School District.
 6. The School Resource Officer shall adhere to and comply with the District's guidelines for interviews of students by law enforcement as contained in Board Policy 7:150 and with any other applicable Board Policies, as may be amended from time to time by the District.
- G. Schedule. The School Resource Officer shall be assigned to the School District beginning the day teachers return to work in the fall and ending on the last day of student attendance in the spring, as detailed on the School District calendar. The hours that the School Resource Officer shall serve each day shall be determined jointly by the Superintendent or designee and Supervisor.
- H. District Events. For any School District events or extracurricular attendance where police presence is requested by the Superintendent or their designee, the Police Department will give preference for the event to the SRO(s) responsible to the school hosting the event. If the SRO is not available, or if additional police officers are requested, the Police Department will give preference to assigning police officers who are currently acting as SROs in other schools in the School District before assigning non-School District SROs.
- I. Data Collection and Reporting. The Parties agree that by no later than July 1, 2027, the parties shall reach agreement on procedures to document the number of K-12 students referred to the Police Department, including the SRO, wherein there will be documentation of the number of total students referred, as well as documentation of the number of times each individual student was referred in instances that occurred on school grounds, during school-related events or activities (regardless of whether it was in-person or virtual), or while taking school transportation.
- J. Evaluation of the School Resource Officer and the Program.
1. The School Resource Officer is a rotating position for a non-determinate assignment period. Performance will be assessed and reviewed on an annual basis for retention or reassignment of the School Resource Officer, with a collaborative

performance appraisal process involving the Village and District officials. This performance evaluation is separate from the evaluation of the officer by the Village Police Department. Interim performance assessments may be conducted as needed or required. The review shall consider the School Resource Officer's efforts to prevent unnecessary student arrests, citations, court referrals, and other use of police authority. The review shall also assess (i) the extent of the School Resource Officer's positive interactions with students, parents/guardians, and staff; (ii) the School Resource Officer's participation in collaborative approaches to problem-solving, prevention, and de-escalation; and (iii) contributions to achieving the mission purpose, goals, and objectives of this Agreement. Unsatisfactory job performance will be the subject of immediate review and problem-solving among the Supervisor and Superintendent, which may include appointing a new School Resource Officer in accordance with Section II.A.

Following the review and communication process, if the Superintendent or designee requests that a School Resource Officer be removed from assignment to a school, the Village shall comply with such request and use good faith efforts to replace the School Resource Officer in a timely manner. Further, if the Superintendent or designee reasonably determines that it is in the best interest of the District for the School Resource Officer to be removed from assignment to a school, the Village shall comply with such request even if the review and communications process has not occurred or concluded.

2. Each year, the Superintendent or designee and Supervisor shall set goals for the Program and agree on methods to monitor progress toward the established goals (e.g., data, surveys). At least once each year, the Superintendent or designee and Supervisor will meet to evaluate the Program with respect to the goals in this Agreement and may revise Exhibit A to address the goals.

K. Cost. The School District will reimburse the Village for sixty-six percent (66%) of the cost of the School Resource Officer, as invoiced by the Village, which may be reviewed, modified, and/or changed by mutual agreement on an annual basis, or at any time a School Resource Officer is replaced, to reflect any cost change of compensating the Village for the School Resource Officer. When approved by the District, any overtime costs incurred as a result of the School Resource Officer(s) attending extracurricular activities and/or events will be the responsibility of the School District and will be paid to the Village by the School District.

1. The Village shall pay its police personnel for these services to the School District through its regular payroll account. The Village shall assume all responsibility for payroll taxes, liability insurance, workers' compensation insurance, and unemployment insurance for their police personnel serving the School District.

L. Supplies. The Village shall supply the School Resource Officer with law enforcement supplies and equipment for use by the School Resource Officer, as deemed appropriate by the Village and approved by the Superintendent or designee. The School District will assist

and support the School Resource Officer with appropriate office space, supplies, and equipment, as may be necessary for them to accomplish the duties and responsibilities set forth in this Agreement.

M. Training.

1. The costs of the training required by this Agreement and any other training or professional development that is not provided or sponsored by the School District, including any travel expenses, shall be paid by the Village, except that the registration fee for the SRO to attend the Illinois SRO conference will be paid for by the School District.
2. In accordance with Section 10-20.68 of the Illinois School Code, the Village shall provide the District with a current certificate of completion of the Illinois Law Enforcement Training and Standards Board School Resource Officer course or ILETSB approved waiver within one year of the School Resource officer's assignment.
3. The School Resource Officer shall attend specified training on topics the District deems important, as specified in Exhibit B, which may be changed or redefined at any time when agreed upon in writing by both the Supervisor and the Superintendent or designee. Where practicable, the District shall also encourage school administrators working with the School Resource officer to undergo training with the School Resource Officer to enhance their understanding of the School Resource Officer's role and the issues encountered by the School Resource Officer.

N. Reciprocal Reporting. The Village and the School District shall share information as obligated and/or restricted by law, including without limitation Sections 10 20.14 (105 ILCS 5/10-20.14) and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois, as amended, and Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, as amended, and as set forth in the Guidelines for Reciprocal Reporting and Cooperation Between the Board of Education of Community Unit School District No. 300 and the Village of Hampshire between the School District and the Village, attached hereto as Exhibit C.

O. Student Records.

1. For purposes of the *Illinois School Student Records Act* ("ISSRA"), 105 ILCS 10/ *et seq.*, and the *Family Educational Rights and Privacy Act of 1974* ("FERPA"), 20 U.S.C. 1232(g), the School Resource Officer shall be considered a school official and agent of the School District. As such, the School Resource Officer shall have access to student records only as necessary for the fulfillment of his/her duties as prescribed in this Agreement. The School Resource Officer shall keep all student records confidential except if disclosure is required by law. The School Resource Officer shall disclose student records only in circumstances and in a manner authorized by State and federal law.

2. Consistent with Section 10/2(d) of ISSRA, reports of the School Resource Officer shall be deemed the reports of a law enforcement professional and shall not be considered a student record. 105 ILCS 10/2(d). For purposes of FERPA, the School Resource Officer designated to work with the School District pursuant to this Agreement shall be considered a law enforcement unit of the school such that the records created by School Resource Officer for the purpose of law enforcement shall not be considered educational records.

P. Village Access to Images from School District Digital Cameras.

1. Provision of Digital Camera System Software. The School District shall provide the Village Police Department with the necessary software and/or logins and passwords needed in order to enable the Village Police Department to view real time/live and recorded images created by the School District digital cameras on Village Police Department computers. This Section II applies only to District cameras on the Hampshire High School campus and Hampshire Middle School campus. The Village shall use reasonable and good faith efforts to enter into any required software license agreement with the vendor of the software at the Village's sole cost.
2. Limited Authorized Viewers. The Police Department shall develop a list of authorized law enforcement personnel ("Authorized Viewers") who shall have access to the District's Video System. A list of authorized law enforcement personnel, including contact information, position, rank, and the supervisor's contact information of those who are authorized to activate the Video System will be provided to the District by no later than October 31 of each year of this Agreement, which list will be incorporated as part of this Agreement. Such list shall be updated as necessary and will be treated as a confidential document. Each Authorized Viewer shall have a unique login and password. It should be understood by Authorized Viewers that a record of all logins, including duration of time logged in and selected camera views, is maintained in the normal course of business by the District's surveillance system database.

The Police Department agrees to provide the District with written notice whenever an Authorized Viewer ceases to be actively employed by the law enforcement agency, including, but not limited to, suspension or termination. Notification of employment action shall be made as soon as reasonably possible, but not later than five (5) business days from such employment action, in order to allow the District to temporarily disable the Authorized Viewer's account as may be necessary.

3. Limited Access and Viewing. The Village shall not permit any individual, including Authorized Viewers, to view images created by the School District digital cameras on a routine basis. Authorized Viewers shall only view real time or recorded images created by the School District digital cameras when viewing is needed in case of emergency, as defined in this Agreement. In the absence of any emergency, Authorized Users must first notify the District before accessing District video feeds.

- i. An emergency situation is one that poses an imminent threat to life, safety, and health, or property of the District's facilities, students, staff, and other occupants. An emergency situation commences when the Police Department receives a signal alarm, information, or a request at District school served by the Village that necessitates a response to the emergency situation, and does not terminate until all police, fire department, and emergency medical personnel assigned to respond to the emergency situation have departed from the applicable school's facility/facilities.
 - ii. Authorized Users shall be permitted to access the Video System to view the interior, as well as the exterior live video feed of applicable schools in cases of emergency situations, as defined in this Agreement, without the need to make notification to the District.
 - iii. The parties agree that the Police shall not record or attempt to record live video feeds, as well as saved video feeds obtained through the Video System. The parties further agree that if the Police Department requires copies of video recordings in a non-emergency situation, a request shall be made to the District, which shall provide copies in accordance with the District policies and applicable law, including but not limited to FERPA, ISSRA, and their implementing regulations.
 - iv. For the protection of the Police Department and the District, a periodic audit may be performed by the District's Safety and Security Coordinator, the District's Student Services Department, and/or the District's Information Technology Department.
4. Limited Retention. The School District's digital images are automatically recorded and maintained for a limited time period. The Village shall not retain any recordings beyond the automatic maintenance period unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity. The Village will provide notice to the Superintendent of such extended retention and maintenance beyond ninety (90) days.
 5. School Student Records. The images created on the School District's digital cameras are created for security purposes and are therefore not school student records as defined by Section 2 of the Illinois School Student Record Act ("ISSRA"), 105 ILCS 10/2, and Section 375.10 of Title 23 of the Illinois Administrative Regulations, 23 Ill. Admin. Code § 375.10, or "education records" within the meaning of the Family Education Rights and Privacy Act ("FERPA") 20 U.S.C. §12329; 34 CFR Part 99. Such images may, however, become school student records if subsequently used by the School District in a student disciplinary matter. The School District shall notify the Village Police Chief of any recordings that become school student records. The Police Department shall, as permitted by law, erase any images that the Police Department has retained that have become school student records as defined by ISSRA or education records, as defined by FERPA, unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity. Any

images that the Police Department or Village maintains that have become school student records as defined by ISSRA or education records as defined by FERPA must be kept strictly confidential and only disclosed:

- i. With prior approval of the Superintendent of the School District or designee;
- ii. In case of an emergency as defined in Section 375.60 of Title 23 of the Illinois Administrative Regulations, 23 Ill. Admin. Code § 375.60; or
- iii. In good faith consultation with the Superintendent of the School District or the Superintendent's designee and in accordance with ISSRA.

Q. Use of Body Worn Cameras By Police Officers on School District Property.

1. Law and Training. The Parties agree that any use of Body Worn Cameras ("BWCs") by law enforcement officers on District property must be subject to and in compliance with federal, state, and local regulations regarding the use and operation of them. The Police Chief or his/her designee will provide written information and training to the District including the objectives and procedures for the use of BWCs in public and in schools. Every officer equipped with a BWC shall be trained in the operation of the equipment prior to its use.
2. Body Worn Camera General Usage. To maximize the effectiveness of the BWCs and the integrity of the video documentation, law enforcement officers shall adhere to the objectives and procedures outlined in established guidelines in this Agreement and the procedures of the Police Department when they utilize body worn cameras. To the extent the responsibilities of officers in District schools consist largely of the performance of non-enforcement related activities, including community caretaking, educational, and other non-law enforcement activities, the officer's BWC will remain in an inactivated (buffering) mode unless the officer is responding to calls for service or engaged in any law enforcement-related encounter or activity. The law enforcement officer's BWC shall not be activated except in the following situations:
 - a. Any self-initiated activity where it is previously known or facts develop that a custodial arrest will be made or other law enforcement-related activity will occur;
 - b. Any self-initiated activity where it is previously known or facts develop that the questioning or investigation will or is reasonably likely to be used in later criminal charges;
 - c. When feasible, when the contact becomes adversarial, the subject exhibits unusual or aggressive behavior, or circumstances indicate that an internal complaint will likely be filed; and
 - d. As otherwise required by state law.

3. Body Worn Cameras in Interviews. When interviewing a crime victim or witness of an investigation who is a student, the School Resource Officer shall notify a parent or guardian of the student that the interview shall be or has been recorded, and document the time and manner of the parental notification, unless emergency or exigent circumstances require otherwise that prevent such notification. If the student who is a crime victim or witness, or the parent or guardian of the student, requests that the body worn camera be turned off during the interview, the School Resource Officer shall comply with the request, and, unless to do so would be impractical or impossible, the School Resource Officer shall record the request on the body worn camera prior to turning off the recording. Notwithstanding the foregoing, the School Resource Officer may continue to record a crime victim or witness, despite the request to deactivate the camera, when the School Resource Officer has a reasonable articulable belief that the victim or witness has committed or is in the process of committing a crime. Unless to do so would be impracticable or impossible, the School Resource Officer must indicate on the recording the reason for continuing to record despite the request of a victim or witness, or his or her parent or guardian, to stop the recording.
4. Prohibited Uses of Body Worn Cameras. The body worn camera shall not be activated when the School Resource Officer is communicating with an individual in an area where a person has a reasonable expectation of privacy, such as bathrooms, locker rooms, the nurse's office, a school counselor's office, or a school social worker's office, unless the School Resource Officer is engaged in a law enforcement-related encounter or activity. Exceptions may be made by the School Resource Officer in emergency or exigent circumstances. The body worn camera shall not be activated when the School Resource Officer is engaged in community caretaking functions, such as:
 - i. Conversations with students and staff that are unrelated to the investigation of a crime;
 - ii. Meetings with school administrators, counselors, deans, and other school personnel to identify and discuss individuals and conditions that could result in delinquent behavior and to develop plans to respond to same;
 - iii. Informal and relationship-building conversations with students, staff, parents, and visitors as part of the School Resource Officer's duty to provide a daily visible police presence and amicable collaboration; and
 - iv. Discussions and presentations by the School Resource Officer to students and staff for instructional purposes.
5. Notice to School District of Recording. The Village will timely notify the Superintendent or their designee of any body worn camera recording made of students, parents, employees, or others on school property. The Village shall, if not otherwise prohibited by law, provide to the District copies of any such recordings of students, parents, employees, or others upon school property, upon request for such copies by the District, as a law enforcement record. In the event that the Village receives advice

that providing a copy of such videos is prohibited, the Village agrees to utilize its best efforts to facilitate the availability of its officer(s) that made the video to testify, upon request by the District, in any school disciplinary hearing concerning his/her/their knowledge of the facts and circumstances of the videoed incident. Any such film or video taken by, and kept in the possession of the Village's officers may be considered law enforcement records under FERPA, 20 U.S.C. § 1232g and 34 C.F.R. § 99.8 and ISSRA, 105 ILCS 10/2(d). Any copy of such film or video, if permitted by law to be provided to the District, may become an educational record of the District.

- R. Freedom of Information Act. Records in the possession of the District and/or the Village related to this Agreement, including Exhibit C, may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). If the District or the Village receives a FOIA request for any District digital images or records created or maintained pursuant to this Agreement, the receiving Party shall immediately notify the other Party and shall immediately provide any such records requested in order to timely respond to any FOIA request received. The District or Village will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released.
- S. Integrating the School Resource Officer into the School. The Parties acknowledge that proper integration of the School Resource Officer can help build trust, relationships, and strong communication among the School Resource Officer, students, parents/guardians, and school personnel.
1. School Community. The District shall be responsible for ensuring that the School Resource Officer is introduced to the school community, including students, parents/guardians, and staff. The introduction shall include information about the School Resource Officer's background and experience, the School Resource Officer's role and responsibilities, what situations are appropriate for School Resource Officer involvement, and how the School Resource Officer and the school community can work together, including how and when the School Resource Officer is available for meetings and how and when the school community can submit questions, comments, and constructive feedback about the School Resource Officer's work. The introduction for parents/guardians shall include information on procedures for communicating with the School Resource Officer in languages other than English. The School Resource Officer shall also initiate communications with students and teachers to learn their perceptions regarding the climate of their school.
 2. Meeting with School Staff. The School Resource Officer shall regularly be invited to and attend staff meetings and assemblies. The School Resource Officer's supervisor shall also meet monthly with designated school staff to monitor the program. School Resource Officer shall be invited to participate in educational and instructional activities and training, such as instruction on topics relevant to criminal justice, racial profiling, equity, cultural responsiveness, and public safety issues.

3. Integration with Individual Students. The School Resource Officer may benefit from knowledge of accommodations or approaches that are required for students with mental health, behavioral, or emotional concerns who have an individualized education program (“IEP”) under the Individuals with Disabilities Education Act or a plan under Section 504 of the Rehabilitation Act (“504 Plan”). School personnel shall notify parents/guardians of such students of the opportunity to offer the School Resource Officer access to the portions of the IEP or 504 Plan that address these accommodations or approaches. It is within the sole discretion of the parents/guardians to decide whether to permit the School Resource Officer to review such documents. If a parent/guardian provides such permission, the School Resource Officer shall review the documents and the school shall make available a staff member who can assist the School Resource Officer in understanding such documents.
 4. Emergency Management Planning. The School Resource Officer shall participate in any District and school-based emergency management and crisis response planning. The School Resource Officer shall also participate in the work of any school threat assessment team pursuant to Section 25 of the *School Safety Drill Act*, 105 ILCS 128/25, and serve as the law enforcement representative on the District and school threat assessment team(s) pursuant to 105 ILCS 128/45. The School Resource Officer shall also observe and assist the School District with the annual law enforcement drill to address a school shooting incident as required by the *School Safety Drill Act*, 105 ILCS 128/20(c). The Village shall assist the School District in establishing an overall security evaluation of school grounds and activities, as requested.
- T. Feedback and Complaint Resolution Process. The Parties shall develop and implement a simple and objective feedback and complaint resolution system for all shareholders and members of the school community to submit questions, comments and constructive feedback and register concerns that may arise with respect to the School Resource Officer or the Program. The system shall comply with Village policies and shall provide for timely communication of the resolution of the complaint to the complainant. The system shall also allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the School Resource Officer consistent with the School Resource Officer’s due process rights and any applicable employment protections.

III. OTHER TERMS AND CONDITIONS

- A. Complete Agreement. This Agreement sets forth all the covenants, conditions, and promises between the Parties. There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement.
- B. Relationship of the Parties. Nothing in this Agreement shall be construed to consider any party, or its respective employees or agents, as the agents or employees of the other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the Village and the School District. No party shall become bound, with respect to third parties, by any

representation, act, or omission of the other party. This Agreement is for the benefit of the Parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.

C. Indemnification.

1. To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless the Village, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their individual and official capacities (the “***Village Indemnified Parties***”) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys’ fees and litigation costs, incurred by the Village Indemnified Parties arising out of any activity of the School District in performance of this Agreement, or any act or omission of the School District or of any employee, agent, contractor, or volunteer of the School District (the “***School Indemnitors***”), but only to the extent caused in whole or in part by any willful and wanton act or omission of the School Indemnitors.
2. To the fullest extent permitted by law, the Village agrees to indemnify and hold harmless the School District, its Board and its members, employees, volunteers, agents, their successors, and assigns, in their individual and official capacities (the “***School Indemnified Parties***”) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys’ fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the Village in performance of this Agreement, or any act or omission of the Village or of any employee, agent, contractor or volunteer of the Village (the “***Village Indemnitors***”), but only to the extent caused in whole or in part by any willful and wanton act or omission of the Village Indemnitors.
3. Nothing contained in Section III.C or in any other provision of this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available to the School District or the Village under the *Illinois Local Governmental and Governmental Employees Tort Immunity Act*.
4. For the purposes of this Agreement, any injury incurred by the School Resource Officer for which that School Resource Officer would be entitled to benefits under the worker’s compensation statutes of this State shall be the obligation of the Village, and the School Resource Officer shall, at all times, be considered, for worker’s compensation purposes, to be an employee of the Village. Each party shall bear its own costs for workers’ compensation and employee benefits, unless otherwise noted in this Agreement.

D. Insurance Requirements. Each Party to this Agreement shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement. The

Village agrees to maintain throughout this Agreement the following minimum scope, terms, and limits of insurance:

1. Commercial General Liability Coverage
 - i. \$1,000,000 Per Occurrence
 - ii. \$1,000,000 Personal & Advertising Injury
 - iii. \$5,000 Medical Expenses
 - iv. \$2,000,000 General Aggregate
 - v. \$2,000,000 Products/Completed Operations Aggregate
 - vi. Coverage must be included for Sexual Misconduct.
 - vii. The School District and its Board of Education, both individually and collectively, and all agents, representatives, volunteers, and employees should be named as an additional insured on a primary & non-contributory basis.
2. Commercial Automobile Liability Coverage
 - i. \$1,000,000 Combined Single Limit
 - ii. The District and its Board of Education, both individually and collectively, and all agents, representatives, volunteers, and employees should be named as an additional insured
3. Law Enforcement Liability
 - i. \$1,000,000 Per Occurrence
 - ii. \$2,000,000 General Aggregate
 - iii. The District and its Board of Education, both individually and collectively, and all agents, representatives, volunteers, and employees should be named as an additional insured on a primary & non-contributory basis.
4. Umbrella or Excess Liability
 - i. \$9,000,000 Per Occurrence
 - ii. \$9,000,000 General Aggregate
 - iii. Coverage provided should be follow form over the General Liability, Auto Liability, Law Enforcement Liability and Employers' Liability.
5. Workers Compensation Coverage
 - i. Statutory Limits
 - ii. Employers Liability Limits of \$1,000,000/\$1,000,000/\$1,000,000
6. Above coverages shall be from a company authorized to do business in Illinois and with at least an "A VII" rating from A.M. Best Company.

7. Within seven days after the last Party's execution of this Agreement, each Party shall furnish to the other a certificate of insurance evidencing the insurance obligations under this Agreement. Each Party may satisfy the insurance obligations under this Section by utilizing excess or umbrella insurance. Each party shall name the other Party's Indemnitors as additional insured on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against the other Party's Indemnitors.
- E. Term and Renewal. This Agreement shall immediately take effect on the date the last of the Parties signs as set forth below the signature of their duly authorized representative and shall be in full force and effect for a period of one year thereafter. Thereafter, this agreement may be renewed for subsequent one-year terms if agreed upon in writing by both Parties.
- F. Termination. Either party may terminate this Agreement by giving thirty (30) day prior written notice of such termination. In addition, the Parties may terminate this Agreement at any time by mutual written agreement.
- G. Amendments and Modifications. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly signed by an authorized representative of each Party.
- H. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- I. Assignment. Neither party hereto may assign its respective rights or duties hereunder.
- J. Waiver of Breach. If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party, nor shall it prevent either party from enforcing such provisions.
- K. Compliance with All Laws. The Village and School District shall observe and comply with the laws, ordinances, regulations, codes of Federal, State, and County agencies that may in any manner affect the performance of this Agreement. In addition, the School Resource Officer shall comply with all School District Board policies and laws applicable to School District employees, including without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/ *et seq.*
- L. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook County, Illinois or the federal district court for the Northern District of Illinois.

- M. Exhibits. Exhibit A, Exhibit B, and Exhibit C are incorporated into and made part of this Agreement.
- N. Interpretation. Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative works or other genders. Words importing the singular shall include the plural and vice versa unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligation of such person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms and conditions of this Agreement.
- O. Waiver of Breach. If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party, nor shall it prevent either party from enforcing such provisions.
- P. Notice. Notice of termination or request for amendment of any term of this Agreement or for any other reason must be in writing and delivered by one party to the other at its Administrative Office either personally or through the U.S. mail, postage prepaid. Any notice sent to the Village shall be directed to the attention of the Village Administrator, with a copy to the Chief of Police. Any notice sent to the School District shall be directed to the attention of the Superintendent, with a copy to the applicable School Principal(s).
- Q. Third Party Beneficiary. This Agreement shall not be construed as to create a duty on a Party to a nonparty or a right of a nonparty to enforce any provision of this Agreement, even a provision whose enforcement would benefit the nonparty.
- R. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.
- S. Corporate Authority. Each party represents and warrants that the person whose name appears on the signature page below is or has been delegated the lawful and corporate authority to enter into this Agreement on behalf of that party. Following initial approval of this Agreement by the Village Board and the School District Board and except for amendment of this Agreement, the Village Manager and the Superintendent, or their designees, shall have authority to execute and do all actions contemplated to be done by the Village and the School District respectively under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement by their property officers duly authorized to execute the same.

BOARD OF EDUCATION OF
COMMUNITY UNIT SCHOOL
DISTRICT NO. 300

By: _____

Name: Dr. Martina Smith

Title: Superintendent

Attest: _____

Name: Tola Makinde

Title: Secretary of the Board

Date: _____

VILLAGE OF HAMPSHIRE, ILLINOIS

By: _____

Name:

Title: Village Manager

Attest: _____

Name:

Title: Village Clerk

Date: _____

EXHIBIT A

Duties and Responsibilities of School Resource Officer. The Village police officer assigned to the District as its SRO shall have the following duties and responsibilities in furtherance of maintaining a safe and effective learning environment at the District schools:

- A. Establish a close working relationship with school officials, teachers, parents, and students in the school to which he/she is assigned.
- B. Abide by the District's Board policies and consult with and coordinate activities through the District's or applicable School's administration.
- C. Work closely with the school administration and teaching staff.
- D. Establish an "open door" policy to all students who wish to consult with the SRO on matters of law enforcement, juvenile matters, and such other matters deemed important by the student.
- E. Participate in periodic training through the Illinois SROs Association, National Association of SROs, or similar organizations.
- F. Complete the Illinois Law Enforcement Training Standards Board's training program for school resource officers.
- G. Participate in in-service training and certification requirements that apply to all certified officers of the Village.
- H. Complete specific training on working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs.
- I. Serve as a guest instructor and/or speaker in areas where his/her expertise is needed and appropriate.
- J. Work closely with such other agencies in a position to assist the youth and/or his/her family in taking corrective action of anti-social behavior. Considered shall be the courts, social agencies, church, mental health organizations, and others.
- K. Develop mutual respect and understanding between the students and the Resource Officer/SRO.
- L. Perform other related duties as assigned or as appropriate.
- M. The SRO may be assigned other duties and attend extra-curricular school activities necessary to fulfill his/her function as an SRO.
- N. The SRO will supervise and prepare necessary records and reports as requested by the Village and School District authorities.
- O. Refer all matters of school discipline to the proper administration or other school personnel.

- P. When requested, assist with conducting inspections and searches of lockers, desks, parking lots and other school property and equipment owned or controlled by the District for illegal drugs, weapons or other illegal or dangerous substances or materials, including searches conducted using specially trained dogs. If a search produces evidence that the student has violated or is violating the law, local ordinance or the District's policies or rules, such evidence may be seized by school authorities and/or turned over to law enforcement authorities, and disciplinary action may be taken. 105 ILCS 5/10-22.6 and 10-22.10a.
- Q. Attend suspension review and/or expulsion hearings upon the request of District officials or the Superintendent or designee. The SRO shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed as permitted by law.
- R. Assume responsibility for finding a substitute when absent. An officer with previous school experience (including co-curricular activities) will be provided whenever possible.
- S. Perform duties in police uniform, except on those occasions when, in the judgment of the school Principal or his/her designated representative, business casual civilian clothing would be more appropriate. If the Superintendent or his/her designee wants the School Resource Office to wear business casual civilian clothing, the Superintendent or designee shall notify the School Resource Officer or the School Resource Officer's supervisor at least 24 hours in advance of the request.
- T. Carry his/her service weapon, badge, and handcuffs.
- U. The SRO shall not:
- i. Enforce or assume authority in matters involving school rules and regulations, including code of conduct violations and student discipline.
 - ii. Remove a student from the school premises for alleged criminal activity without the knowledge of school authorities, unless the urgency of the situation so dictates.
 - iii. Investigate criminal activity that occurred off school grounds, not related to school activities.
 - iv. Issue a fine, fee, ticket or citation to a student as a school-based disciplinary consequence or for a municipal code violation on school property during school hours or while taking school transportation.

EXHIBIT B

Additional areas for continuing professional development and training may include, but are not limited to:

- Restorative practices
- Implicit bias and disproportionality in school-based arrests based on race and disability
- Cultural competency in religious practices, clothing preferences, gender identity, sexual orientation, immigrant rights, and other areas
- Professional Development offered by School District facilitators and staff
- Mental health protocols and trauma-informed care
- De-escalation skills and positive behavior interventions and supports
- Training in proper policies, procedures, and techniques for the use of restraint
- Teen dating violence and healthy teen relationships
- Understanding and protecting civil rights in schools
- Special education law
- Student privacy protections and laws governing the release of student information
- School-specific approaches to topics like bullying prevention, equity, cultural responsiveness, individual-institutional-systematic racism, homophobia, transphobia, sexism, classism, ableism, including, cyber safety, emergency management and crisis response, threat assessment, and social-emotional learning

The School Resource Officer shall attend a minimum of eight hours of training per year. Where practicable, the District shall also encourage school administrators working with School Resource Officers to undergo training alongside School Resource Officers to enhance their understanding of the School Resource Officer's role and the issues encountered by the School Resource Officer.

EXHIBIT C

GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION BETWEEN THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 300 AND THE VILLAGE OF HAMPSHIRE

The School District and the Village, pursuant to Section 1-7(A)(8) of the Juvenile Court Act (705 ILCS 405/1 *et seq.*), Sections 10-20.14 and 22-20 of the Illinois School Code (105 ILCS 5/1 *et seq.*) and Section 10/6(a)(6.5) of the Illinois School Student Records Act (105 ILCS 10/1 *et seq.*), agree to and hereby establish the following guidelines for a reciprocal reporting system between the Village Police Department as the local law enforcement agency and the District regarding criminal and civil offenses committed by students. The following guidelines are intended to meet the requirements of the Juvenile Court Act, the Illinois School Student Records Act, and Sections 10-20.14 and 22-20 of the Illinois School Code, to reduce juvenile crime, and to increase school safety by promoting the exchange of appropriate information between the police and school officials. To the extent that any provision of these guidelines may conflict with any provision of law, as may be amended from time to time, the applicable law shall govern.

I. General Cooperation

- A. Each party to this Agreement shall designate one or more persons (the "School Officials" as designated by the District and the "Police Officials" as designated by the Village) who shall transmit information and receive information from the designees of each agency and have primary responsibility for implementing these guidelines. The School Officials and Police Officials shall provide each other, at the start of each new school year and updated as necessary, with their regular and emergency telephone numbers, mobile numbers, and email addresses.
- B. School Officials and Police Officials will meet to facilitate and review implementation of these Guidelines at least once during the first quarter of each school year and thereafter as often as necessary.
- C. Unless a certain type of communication is required by law to be in writing, information may be communicated verbally among the School Officials and the Police Officials at any time deemed necessary by either Officials.
- D. Information in written form may be transmitted among the School Officials and the Police Officials by any agreed-upon method, including, without limitation, United States mail, hand delivery, email correspondence, or facsimile; such sharing or written information may be according to an agreed-upon schedule, or on an as-needed basis, or as required by law.

II. Reporting of Student Criminal Activity

A. By the School District to Police Officials

- 1. School Officials will promptly report to the Police Officials any alleged or suspected criminal activity or civil violation committed by students enrolled in the District. In accordance with the Illinois School Code and the Illinois School Reporting of Drug Violations Act, 105 ILCS 5/10-27.1, 27.1A, 27.1B and 105 ILCS 127/1, School Officials are required to and will report the following incidents involving a student enrolled in the District to Police Officials:

- i. Criminal gang activity;
 - ii. Weapons such as guns and knives, explosives, impact devices, or any item used as a weapon;
 - iii. A firearm on school property or on a school bus – firearm is defined as any device, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas or escape of gas; excluding, however, paint ball, bb guns, spring gun, pneumatic gun;
 - iv. A verified incident involving drugs on school property, within 1,000 feet of the school or on a school bus;
 - v. Fights or other violent activity that might reasonably carry over into the community;
 - vi. Abuse, neglect, lock-out, and runaway situations;
 - vii. Acts of vandalism;
 - viii. A complaint of battery committed against any school employee;
 - ix. Other activities involving students that threaten the safety of students or community members. on or off school property; or Any state or federal crime occurring or which has occurred on school property or at a school event, which might reasonably carry over into the community.
2. The School Officials will share information with the appropriate law enforcement agencies regarding the arrest of a student who is less than 18 years of age and is enrolled in the school when the arrest was for any offense listed in the Juvenile Court Act of 1987 (705 ILCS 405/1-7).
 3. The School Officials sharing such information under Section II.A.1 of this Exhibit C should identify the student by name and describe the circumstances of the alleged criminal activity or civil violation. Any time local law enforcement makes a request to School Officials that School Officials shall share such information described in Section II.A.1 of this Exhibit C, local law enforcement officials will provide School Officials with written certification that local law enforcement will not disclose the information received pursuant to the request to any other party except as provided under law or order of the court in accordance with subsection 6(a)(6.5) of the *Illinois School Student Records Act*, 105 ILCS 10/6(a)(6.5), or unless another exception to the prohibition on sharing school student records from Section 6(a) of the *Illinois School Student Records Act* applies, 105 ILCS 10/6(a). Nothing in this Section is intended to limit the application of Subsection 6(a)(7) of the *Illinois School Student Records Act*, 105 ILCS 10/6(a)(7), which permits the sharing of school student records by any party to the appropriate persons subject to regulations of the State Board of Education without the prior written consent of the student's parent/guardian if, in connection with an emergency, the knowledge of such information contained within the school student records is necessary to protect the health or safety of the student or other persons.
 4. When the activity or conduct of a District student constitutes an imminent threat to the safety of students or community members or the student, or where information regarding the activity or conduct of a District student may assist in the protection or safety of District students or community members, information regarding such

student's activity may be disclosed to the Police Department as soon as possible. Otherwise, the information will be shared within 2 business days after the information becomes known to the School Officials. If such information later becomes part of the student's school record under the provisions of the *Illinois School Student Records Act*, 105 ILCS 10/1 *et seq.*, The District will not disclose the information from the student's school records to the Police Department without specific written consent of the student's parent/guardian (or the student if age 18 or older), by an order of a court of proper jurisdiction, or as otherwise permitted by law (23 Ill. Admin. Code 375.60). A student's school record for the purposes of this Agreement is defined according to Section 2(d) of the *Illinois School Student Records Act*, 105 ILCS 10/2(d).

5. Written information regarding student activities reported under this Agreement may be shared with Police Officials if (a) it relates to an immediate threat to the safety of School District students or community members, (b) specific written parental consent is provided, (c) a court of proper jurisdiction orders the release, or (d) as provided for in Section 6(a)(6.5) of the *Illinois School Student Records Act*.
6. In accordance with Section 6(a)(6.5) of the *Illinois School Student Records Act*, and consistent with Section III.C. of these Guidelines, the School District may release school student records or information to juvenile authorities when necessary for the discharge of their official duties upon a request for information prior to adjudication of the student and if certified in writing that the information will not be disclosed to any other party except as provided under law or order of court. "Juvenile authorities" include probation officers, law enforcement officers and prosecutors, and others, as defined in Section 10/6(a)(6.5) of ISSRA.

B. By Police Officials to the School District.

1. Police Officials will report to School Officials the same type of information referenced in Section A above, within the same time frames, where the activity by students or others might reasonably be a threat to others on school grounds or at school activities, unless such disclosure could jeopardize ongoing investigation or safety.
2. As currently provided by Section 1-7(A)(8)(A) of the Juvenile Court Act, Police Officials will report to School Officials and share law enforcement records with School Officials related the following offenses or suspected offenses (to be modified as such Section is amended from time to time) with respect to a minor enrolled in the School District who has been investigated for, taken into custody, or arrested for any of the following offenses or suspected offenses:
 - i. any violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012;
 - ii. a violation of the Illinois Controlled Substances Act;
 - iii. a violation of the Cannabis Control Act;
 - iv. a forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012;

- v. a violation of the Methamphetamine Control and Community Protection Act;
 - vi. a violation of Section 1-2 of the Harassing and Obscene Communications Act;
 - vii. a violation of the Hazing Act; or
 - viii. a violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code of 1961 or the Criminal Code of 2012.
3. Police Officials will share information with School Officials concerning a student who is the subject of a current police investigation that is directly related to school safety. Such information shall only be shared verbally. An investigation means an official, systemic inquiry by law enforcement into actual or suspected criminal activity.
 4. As required by Section 22-20 of the Illinois School Code (105 ILCS 5/22.20), Police Officials shall report to School Officials whenever a student enrolled in one of the District's schools is detained for proceedings under the Juvenile Court Act or for any criminal offense or any violation of a municipal or County ordinance. The report shall include the basis for the detention. The circumstances surrounding the events which led to the student's detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur in order to notify School Officials of developments and the disposition of the matter. All such reports shall be kept in a secure location separate from the student's official school record and shall be used by School Officials solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.
 5. In administering Section 22-20 of the School Code and these guidelines, Police Officials shall report to School Officials conduct involving any offense outlined in Section II.B.2 above, and other offense as required by law, or an appearance in court as a juvenile or an adult for any other offense, other than a minor traffic offenses. The report shall include the basis for the detention, the circumstances surrounding the detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur and with the disposition of the matter. Police Officials shall also share information with School Officials where student misconduct outside of school is likely to be carried into school or school activities, or has a significant impact on the safety and well-being of students, staff, and community members associated with the schools.
 6. The Village's Police Department will notify the District Coordinator of School Safety of the status of investigations of incidents occurring on District premises promptly and within no more than two (2) business days. Where there is an alleged incident involving sexual conduct or an offense resulting in physical injury occurring on District premises, the Village's Police Department will immediately notify the District Coordinator of School Safety of the status of the investigation and provide updates when the investigation is suspended and or completed.

Except where otherwise provided by law, the Village will maintain and make accessible for inspection, all evidence recovered by the School District and turned over to law enforcement at least until both the School District and the Police Department investigations are completed and whether or not the law enforcement's investigation results in an arrest.

7. Under these guidelines, Police Officials shall provide School Officials with the same information regarding suspected criminal or civil offenses committed by students of any age as is reported for students included in the scope of the Juvenile Court Act, as may be amended from time to time.
8. Local law enforcement shall notify School Officials of any arrest made by the Police Department of a current District student who is arrested or taken into custody by the Police Department after his or her 18th birthday.
9. Local law enforcement may share or disclose information or records relating or pertaining to juveniles, subject to the provisions of the Serious Habitual Offender Comprehensive Action Program, when that information is used to assist in the early identification and treatment of habitual juvenile offenders. (705 ILCS 405/1-8(G)).
10. Pursuant to Section 5-905(2.5) of the Juvenile Court Act, Police Officials may report to school officials the identity of the victim of certain specified offenses in an effort to prevent foreseeable future violence.

III. Confidentiality and Records

- A. Content of Criminal Activity Information. All criminal activity information shall include the names of all involved persons, including District students and minors, except in cases where the name of the victim is protected under the Rights of Crime Victims and Witnesses Act, 725 ILCS 120/1, *et seq.*, as amended, or other applicable law, or where disclosure of the names of involved persons is prohibited by student records confidentiality or other confidentiality laws.
- B. Confidentiality of Law Enforcement Records and Criminal Activity Information. Any law enforcement and student records subject to disclosure under these guidelines shall not be disclosed or made available in any form to any person or agency other than as set forth in these guidelines or as authorized by law or court order. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information, except as may be authorized by law or set forth in the guidelines. Such procedures shall also be designed to ensure that any criminal activity information is not available to other employees, except those with a professional and privileged interest in receiving such information in order to take appropriate action, or any persons other than as authorized by these guidelines or by law.
- C. Illinois School Student Records Act. This Section III and these Guidelines are intended to satisfy Section 6(a)(6.5) of the Illinois School Student Records Act, which authorizes a school district to release student records to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information disclosed by the school will not be disclosed to any other party, except as provided by law or order of court. The information derived from the law enforcement record shall be kept separate from and shall not become a part of the official school record of that child, and shall not be a public record. The information shall be used solely by the appropriate School Official(s) whom the school has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school.

If the designated Police Official and School Officials deem it to be in the best interest of the minor, the student may be referred to in-school or community-based social services if those services are available.

- D. School Resource Officer Records. School Officials shall follow State and Federal laws regarding student records. Consistent with Section 10/2(d) of the Illinois School Student Records Act, reports of Police Officials working in a school shall be deemed the reports of a law enforcement professional and shall not be considered a student record 105 ILCS 10/2(d). For purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C.1232(g), reports of the Police Officials designated to work with the District pursuant to these guidelines shall not be considered educational records.
- E. Current Investigations. Any information provided to the appropriate School Officials, whom the District has determined to have a legitimate educational or safety interest, by local law enforcement officials about a minor who is the subject of a current police investigation that is directly related to school safety shall consist of oral information only, and not written law enforcement records, and shall be used solely by the appropriate School Official(s) to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from Police Officials, if reduced to writing, shall be kept separate from and shall not become a part of the official school record of the child and shall not be a public record unless required by law. This limitation on the use of information about a minor who is the subject of a current police investigation shall in no way limit the use of this information by prosecutors in pursuing criminal charges arising out of the information disclosed during a police investigation of the minor. For purposes of this paragraph, "investigation" means an official systematic inquiry by a law enforcement agency into actual or suspected criminal activity.

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AND APPROVING A MEMORANDUM OF
UNDERSTANDING BETWEEN COMMUNITY UNIT SCHOOL DISTRICT NO. 300
AND THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
(*School Resource Officer*)**

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

THIS ____ DAY OF _____, 2026

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
_____ day of _____, 2026

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE AUTHORIZING AND APPROVING A MEMORANDUM OF
UNDERSTANDING BETWEEN COMMUNITY UNIT SCHOOL DISTRICT NO. 300
AND THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
(*School Resource Officer*)**

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

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (with the President, the “Corporate Authorities”) are committed to ensuring the health, safety and welfare of residents of the Village and to keeping students and faculty safe while in school; and

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

WHEREAS, Article VII, Section 10 of the Illinois Constitution provides that units of local government and school districts may contract or otherwise associate among themselves; and

WHEREAS, the Village and Community Unit School District No. 300 (the “School District”) jointly recognize the need for the School District to be served by one or more school resource officers (“SRO” or “SROs,” as applicable); and

WHEREAS, Section 10-20.68 of the School Code (105 ILCS 5/10-20.68) defines an SRO as a law enforcement officer who is primarily assigned to a school or school district under an agreement with a local law enforcement agency; and

WHEREAS, SROs are sworn law enforcement officers responsible for safety and crime prevention in educational facilities, such as the School District; and

WHEREAS, the Village and School District are committed to ensuring a safe environment for all students, teachers and stakeholders of the School District and desire to enter into a memorandum of understanding (the “MOU”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms under which the Village, through the Hampshire Police Department, will provide an SRO or SROs to the School District; and

WHEREAS, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to approve and authorize the execution of the MOU;

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

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

SECTION 2. The Corporate Authorities hereby approve of and authorize the MOU and authorize the President or his designee to execute and enter into the MOU, with such insertions, omissions and changes as are authorized by the Corporate Authorities. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED THIS __ DAY OF _____, 2026.

AYES/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2026.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(MOU)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

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

**AN ORDINANCE AUTHORIZING AND APPROVING A MEMORANDUM OF
UNDERSTANDING BETWEEN COMMUNITY UNIT SCHOOL DISTRICT NO. 300
AND THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
(School Resource Officer)**

I certify that on _____, 2026, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law), at a regular meeting, passed and adopted Ordinance No. _____, which was approved by the Village President on the _____ day of _____, 2026.

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

The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on _____, 2026 and continuing for at least ten (10) days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk and online.

DATED at Hampshire, Illinois, this _____ day of _____, 2026.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

September 9, 2026

Ms. Mary Jo Seehausen
Village Manager
Village of Hampshire
234 S. State Street
Hampshire, IL 60140

**Re: Recommendation of Award
Whitetail Circle Resurfacing
Village of Hampshire
Kane County, Illinois**

Dear Ms. Seehausen:

Bids were received, opened, and tabulated for work to be done on the above referenced project at 10:00 a.m., September 9, 2021. Representatives from the Village, the contractors bidding the project and our firm were in attendance.

At this time, we recommend the acceptance of the bid and approval of award be made to the low bidder, Builders Paving, LLC, 4401 Roosevelt Road, Hillside, IL 60162 in the amount of \$367,788.00, which is 3.21% under the Engineer's Estimate of \$380,000.00. Attached please find a tabulation of bids for your reference.

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

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Jacob H. Seger, P.E., CFM
Senior Project Engineer

Enclosure

pc: Ms. Karen Stuehler, Village Clerk
Ms. Lori Lyons, Finance Director
Mr. David Starrett, Streets Supervisor
TNP, CJO - EEI

<https://eeiweb.sharepoint.com/sites/Public/Hampshire/2026/HA2615-V - Washington Avenue and White Tail Circle Resurfacing/Bid Package/lvofHA-Recomendation of Award.docx>

BID TABULATION WHITETAIL CIRLCE RESURFACING PROJECT VILLAGE OF HAMPSHIRE																			
		BID TABULATION BIDS RECD 9/9/2026		BUILDERS PAVING 4401 Roosevelt Road Hillside, IL 60162		PETER BAKER & SON 1349 Rockland Road Lake Bluff, IL 60044		SCHROEDER ASHPALT SERVICES PO Box 831 Huntley, IL 60142		EVERLAST BLACKTOP 2560 Foxfield Road, Suite 180 St. Charles, IL 60174		GESKE AND SONS 400 E. Terra Cotta Avenue Crystal Lake, IL 60014		CURRAN CONTRACTING 286 Memorial Court Crystal Lake, IL 60014		MANEVAL CONSTRUCTION 28090 W. Concrete Drive Ingleside, IL 60041		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	PREPARATION OF BASE	SQ YD	8015	\$ 1.00	\$ 8,015.00	\$ 1.06	\$ 8,495.90	\$ 1.00	\$ 8,015.00	\$ 1.25	\$ 10,018.75	\$ 1.98	\$ 15,869.70	\$ 0.75	\$ 6,011.25	\$ 0.01	\$ 80.15	\$ 1.00	\$ 8,015.00
2	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	805	\$ 1.00	\$ 805.00	\$ 1.05	\$ 845.25	\$ 3.50	\$ 2,817.50	\$ 3.00	\$ 2,415.00	\$ 2.00	\$ 1,610.00	\$ 1.50	\$ 1,207.50	\$ 3.50	\$ 2,817.50	\$ 2.00	\$ 1,610.00
3	REMOVAL AMD DISPOSAL OF UNSUITABLE MATERIALS	CU YD	270	\$ 40.00	\$ 10,800.00	\$ 27.00	\$ 7,290.00	\$ 59.00	\$ 15,930.00	\$ 59.00	\$ 15,930.00	\$ 20.00	\$ 5,400.00	\$ 20.00	\$ 5,400.00	\$ 22.50	\$ 6,075.00	\$ 40.00	\$ 10,800.00
4	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	270	\$ 45.00	\$ 12,150.00	\$ 38.45	\$ 10,381.50	\$ 59.00	\$ 15,930.00	\$ 75.00	\$ 20,250.00	\$ 25.00	\$ 6,750.00	\$ 55.00	\$ 14,850.00	\$ 46.00	\$ 12,420.00	\$ 40.00	\$ 10,800.00
5	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	140	\$ 10.00	\$ 1,400.00	\$ 1.00	\$ 140.00	\$ 13.00	\$ 1,820.00	\$ 18.00	\$ 2,520.00	\$ 15.80	\$ 2,212.00	\$ 9.50	\$ 1,330.00	\$ 1.00	\$ 140.00	\$ 20.00	\$ 2,800.00
6	HOT-MIX ASPHALT SURFACE REMOVAL, 3.75"	SQ YD	8015	\$ 4.00	\$ 32,060.00	\$ 4.50	\$ 36,067.50	\$ 4.25	\$ 34,063.75	\$ 3.40	\$ 27,251.00	\$ 5.12	\$ 41,036.80	\$ 4.75	\$ 38,071.25	\$ 5.20	\$ 41,678.00	\$ 4.50	\$ 36,067.50
7	BITUMINOUS MATERIALS (TACK COAT)	POUND	1805	\$ 0.01	\$ 18.05	\$ 0.01	\$ 18.05	\$ 0.01	\$ 18.05	\$ 0.55	\$ 992.75	\$ 0.94	\$ 1,696.70	\$ 1.00	\$ 1,805.00	\$ 0.01	\$ 18.05	\$ 0.10	\$ 180.50
8	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1035	\$ 80.00	\$ 82,800.00	\$ 93.00	\$ 96,255.00	\$ 87.50	\$ 90,562.50	\$ 96.00	\$ 99,360.00	\$ 89.25	\$ 92,373.75	\$ 84.15	\$ 87,095.25	\$ 110.25	\$ 114,108.75	\$ 90.00	\$ 93,150.00
9	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	690	\$ 87.00	\$ 60,030.00	\$ 97.00	\$ 66,930.00	\$ 94.75	\$ 65,377.50	\$ 103.00	\$ 71,070.00	\$ 107.90	\$ 74,451.00	\$ 98.15	\$ 67,723.50	\$ 100.85	\$ 69,586.50	\$ 95.00	\$ 65,550.00
10	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	736	\$ 50.00	\$ 36,800.00	\$ 60.00	\$ 44,160.00	\$ 61.50	\$ 45,264.00	\$ 51.00	\$ 37,536.00	\$ 57.70	\$ 42,467.20	\$ 54.95	\$ 40,443.20	\$ 71.10	\$ 52,329.60	\$ 50.00	\$ 36,800.00
11	SIDEWALK REMOVAL	SQ FT	5160	\$ 4.00	\$ 20,640.00	\$ 3.00	\$ 15,480.00	\$ 1.60	\$ 8,256.00	\$ 2.25	\$ 11,610.00	\$ 3.68	\$ 18,988.80	\$ 3.50	\$ 18,060.00	\$ 2.75	\$ 14,190.00	\$ 2.00	\$ 10,320.00
12	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	5100	\$ 9.00	\$ 45,900.00	\$ 9.00	\$ 45,900.00	\$ 11.75	\$ 59,925.00	\$ 11.50	\$ 58,650.00	\$ 12.02	\$ 61,302.00	\$ 11.45	\$ 58,395.00	\$ 11.85	\$ 60,435.00	\$ 11.00	\$ 56,100.00
13	DETECTABLE WARNINGS	SQ FT	212	\$ 32.00	\$ 6,784.00	\$ 37.00	\$ 7,844.00	\$ 37.50	\$ 7,950.00	\$ 48.00	\$ 10,176.00	\$ 57.75	\$ 12,243.00	\$ 55.00	\$ 11,660.00	\$ 39.60	\$ 8,395.20	\$ 40.00	\$ 8,480.00
14	INLETS TO BE ADJUSTED	EACH	12	\$ 500.00	\$ 6,000.00	\$ 650.00	\$ 7,800.00	\$ 525.00	\$ 6,300.00	\$ 490.00	\$ 5,880.00	\$ 535.00	\$ 6,420.00	\$ 500.00	\$ 6,000.00	\$ 1,150.00	\$ 13,800.00	\$ 600.00	\$ 7,200.00
15	TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 540.00	\$ 540.00	\$ 625.00	\$ 625.00	\$ 590.00	\$ 590.00	\$ 500.00	\$ 500.00	\$ 1,525.00	\$ 1,525.00	\$ 600.00	\$ 600.00
16	TYPE 1 FRAME, OPEN LID	EACH	1	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 540.00	\$ 540.00	\$ 625.00	\$ 625.00	\$ 590.00	\$ 590.00	\$ 500.00	\$ 500.00	\$ 1,525.00	\$ 1,525.00	\$ 600.00	\$ 600.00
17	SANITARY MANHOLES TO BE ADJUSTED	EACH	3	\$ 1,500.00	\$ 4,500.00	\$ 1,900.00	\$ 5,700.00	\$ 2,700.00	\$ 8,100.00	\$ 1,250.00	\$ 3,750.00	\$ 2,750.00	\$ 8,250.00	\$ 1,500.00	\$ 4,500.00	\$ 2,475.00	\$ 7,425.00	\$ 1,500.00	\$ 4,500.00
18	VALVE BOXES TO BE ADJUSTED	EACH	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 475.00	\$ 950.00	\$ 360.00	\$ 720.00	\$ 531.00	\$ 1,062.00	\$ 500.00	\$ 1,000.00	\$ 1,015.00	\$ 2,030.00	\$ 400.00	\$ 800.00
19	HOT-MIX ASPAHLT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	65	\$ 65.00	\$ 4,225.00	\$ 69.00	\$ 4,485.00	\$ 59.00	\$ 3,835.00	\$ 93.00	\$ 6,045.00	\$ 100.95	\$ 6,561.75	\$ 72.50	\$ 4,712.50	\$ 81.50	\$ 5,297.50	\$ 50.00	\$ 3,250.00
20	AGGREGATE FOR TEMPORARY ACCESS	TON	60	\$ 20.00	\$ 1,200.00	\$ 1.00	\$ 60.00	\$ 45.00	\$ 2,700.00	\$ 53.00	\$ 3,180.00	\$ 15.00	\$ 900.00	\$ 95.00	\$ 5,700.00	\$ 20.00	\$ 1,200.00	\$ 50.00	\$ 3,000.00
21	RESTORATION	SQ YD	570	\$ 12.35	\$ 7,039.50	\$ 16.00	\$ 9,120.00	\$ 17.25	\$ 9,832.50	\$ 12.00	\$ 6,840.00	\$ 23.27	\$ 13,263.90	\$ 35.15	\$ 20,035.50	\$ 15.15	\$ 8,635.50	\$ 22.00	\$ 12,540.00
22	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	\$ 24,621.45	\$ 24,621.45	\$ 15,041.00	\$ 15,041.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 10,355.00	\$ 10,355.00	\$ 34,250.00	\$ 34,250.00	\$ 19,425.25	\$ 19,425.25	\$ 6,837.00	\$ 6,837.00
	TOTAL (Items 1 - 22)				\$ 367,788.00		\$ 384,213.20		\$ 393,726.80		\$ 401,444.50		\$ 424,393.60		\$ 429,249.95		\$ 443,137.00		\$ 380,000.00
% BELOW/ABOVE ENGINEER'S ESTIMATE				-3.21%				1.1%				3.6%				5.6%			
																11.7%			
																13.0%			
																16.6%			

BID SUMMARY WHITETAIL CIRCLE RESURFACING PROJECT VILLAGE OF HAMPSHIRE				
BID TABULATION BIDS RECEIVED 10:00 A.M. 9/09/2026	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	ALLIANCE CONTRACTORS INC. 1166 Lake Ave. Woodstock, IL 60098	BUILDERS PAVING, LLC 4401 Roosevelt Rd. Hillside, IL 60162	CURRAN CONTRACTING CO. 286 Memorial Ct. Crystal Lake, IL 60014
TOTAL BID	\$380,000.00	NO BID	\$367,788.00	\$429,249.95
BID BOND	N/A		X	X
SIGNED BID	N/A		X	X
	EVERLAST BLACKTOP INC. 7N540 IL-25 South Elgin, IL 60177	GESKE AND SONS INC. 400 E. Terra Cotta Ave. Crystal Lake, IL 60014	MANEVAL CONSTRUCTION 28090 W Concrete Dr. Ingleside, IL 60041	PETER BAKER & SON CO. 1349 Rockland Rd. Lake Bluff, IL 60044
TOTAL BID	\$401,444.50	\$424,393.60	\$443,137.00	\$384,213.20
BID BOND	X	X	X	X
SIGNED BID	X	X	X	X
	PLOTE CONSTRUCTION INC. 1100 Brandt Dr. Hoffman Estates, IL 60192	SCHROEDER ASPHALT SERVICES INC. 11022 S Grant Hwy. Marengo, IL 60152		
TOTAL BID	NO BID	\$393,726.80		
BID BOND		X		
SIGNED BID		X		

VILLAGE OF HAMPSHIRE

RESOLUTION NO. 26-_____

A RESOLUTION AWARDING A BID TO THE LOWEST RESPONSIBLE BIDDER TO PROVIDE SERVICES IN CONNECTION WITH THE WHITETAIL CIRCLE RESURFACING PROJECT FOR THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS

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

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

WHEREAS, the Village is undertaking the Whitetail Circle Resurfacing Project (the “Project”) and, after advertising in accordance with applicable laws, the Village received bids for the Project; and

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

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

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

VILLAGE OF HAMPSHIRE

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

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

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

VILLAGE OF HAMPSHIRE

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

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

ADOPTED THIS __ DAY OF _____, 2026.

AYES/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS __ DAY OF _____, 2026.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

VILLAGE OF HAMPSHIRE

GROUP EXHIBIT A

(Recommendation Letter and Bid Tabulation)

VILLAGE OF HAMPSHIRE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK'S CERTIFICATE (RESOLUTION)

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

**A RESOLUTION AWARDING A BID TO THE LOWEST RESPONSIBLE BIDDER TO
PROVIDE SERVICES IN CONNECTION WITH THE WHITETAIL CIRCLE
RESURFACING PROJECT FOR THE VILLAGE OF HAMPSHIRE, COUNTIES OF
KANE AND MCHENRY, STATE OF ILLINOIS**

I certify that on _____, 2026, 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 _____, 2026.

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 _____, 2026.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

Village of Hampshire
Budget Versus Actual Report Overview
Three Months Ended July 31, 2026

General Fund						% of Budget
3 MONTHS ENDED				FY 2026.2		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	
Revenue	3,182,828	3,432,913	250,085	8%	8,487,542	40%
Expenditures/Expense	3,172,923	1,761,588	(1,411,335)	-44%	8,461,129	21%
YTD Surplus/(Deficit)	9,905	1,671,325	1,661,420		26,413	
Special Revenue Funds						
Revenue	306,734	423,737	117,003	38%	817,953	52%
Expenditures/Expense	288,937	52,134	(236,803)	-82%	770,499	7%
YTD Surplus/(Deficit)	17,797	371,603	353,806		47,454	
Capital Project Funds						
Revenue	186,923	231,229	44,306	24%	498,462	46%
Expenditures/Expense	1,718,958	259,128	(1,459,830)	-85%	4,583,891	6%
YTD Surplus/(Deficit)	(1,532,035)	(27,899)	1,504,136		(4,085,429)	
Enterprise Funds						
Revenue	1,880,938	1,243,806	(637,132)	-34%	5,015,831	25%
Expenditures/Expense	2,027,159	662,463	(1,364,696)	-67%	5,405,754	12%
YTD Surplus/(Deficit)	(146,221)	581,343	727,564		(389,923)	
Debt Service Fund						
Revenue	330,425	534	(329,891)	-100%	881,133	0%
Expenditures/Expense	366,164	442,629	76,465	21%	976,436	45%
YTD Surplus/(Deficit)	(35,739)	(442,095)	(406,356)		(95,303)	
Total Village						
Revenue	5,887,848	5,332,219	(555,629)	-9%	15,700,921	34%
Expenditures/Expense	7,574,141	3,177,942	(4,396,199)	-58%	20,197,709	16%
YTD Surplus/(Deficit)	(1,686,293)	2,154,277	3,840,570		(4,496,788)	



Custodial Funds					
3 MONTHS ENDED					FY 2026.2
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
Revenue	483,530	648,970	165,440	34%	1,289,411
Expenditures/Expense	475,583	8,000	(467,583)	-98%	1,268,220
YTD Surplus/(Deficit)	7,947	640,970	633,023		21,191
Pension Trust Fund					
3 MONTHS ENDED					FY 2026.2
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
Revenue	561,038	321,526	(239,512)	-43%	1,496,100
Expenditures/Expense	184,730	52,332	(132,398)	-72%	492,611
YTD Surplus/(Deficit)	376,308	269,194	(107,114)		1,003,489

Village of Hampshire
Budget Versus Actual Report - General Fund Summary
Three Months Ended July 31, 2026

	General Fund Revenues (01)				
	3 MONTHS ENDED		FY 2026.2		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
GENERAL FUND REVENUE					
Property Tax	627,071	906,802	279,731	45%	1,672,189
Intergovernmental	1,186,636	1,498,194	311,558	26%	3,164,370
Service Fees	27,700	27,000	(700)	-3%	73,866
Investment Income	32,093	57,499	25,406	79%	85,580
Reimbursable	100,692	127,562	26,870	27%	268,512
Licenses, Fines, Permits, Fees	202,724	330,627	127,903	63%	540,596
Grant Income	344,250	-	(344,250)	-100%	918,000
Other Income	91,538	90,686	(852)	-1%	244,100
Debt Issuance	33,000	-	(33,000)	-100%	88,000
Transfers In	252,587	-	(252,587)	-100%	673,564
TOTAL GENERAL FUND REVENUE	2,898,291	3,038,370	140,079	5%	7,728,777

	General Fund Expenses (01)				
	3 MONTHS ENDED		FY 2026.2		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
GENERAL FUND EXPENSE					
ADMINISTRATION					
Personal Services	230,811	180,892	(49,919)	-22%	615,495
Contractual Services	238,369	199,096	(39,273)	-16%	635,652
Commodities	8,815	4,222	(4,593)	-52%	23,507
Other Expenses	28,406	5,000	(23,406)	-82%	75,750
Capital Outlay	563	-	(563)	-100%	1,500
Transfers	-	-	-	0%	-
TOTAL ADMINISTRATION	506,964	389,210	(117,754)	-23%	1,351,904

POLICE					
Personal Services	882,427	542,725	(339,702)	-38%	2,353,145
Contractual Services	165,911	67,861	(98,050)	-59%	442,428
Commodities	31,488	20,045	(11,443)	-36%	83,968
Capital Outlay	89,792	75,570	(14,222)	-16%	239,445
TOTAL POLICE	1,169,618	706,201	(463,417)	-40%	3,118,986

STREET DEPARTMENT					
Personal Services	235,697	166,913	(68,784)	-29%	628,526
Contractual Services	124,143	54,277	(69,866)	-56%	331,047
Commodities	28,177	18,801	(9,376)	-33%	75,139
Other Expenses	43,841	1,666	(42,175)	-96%	116,909
Capital Outlay	440,413	50,077	(390,336)	-89%	1,174,435
Transfers	330,000	-	(330,000)	-100%	880,000
TOTAL STREET DEPARTMENT	1,202,271	291,734	(910,537)	-76%	3,206,056

PLANNING AND ZONING DEPARTMENT					
Personal Services	646	253	(393)	-61%	1,722
Contractual Services	275	108	(167)	-61%	733
TOTAL PLANNING AND ZONING DEPT.	921	361	(560)	-61%	2,455

POLICE COMMISSION					
Personal Services	242	969	727	300%	646
Contractual Services	888	-	(888)	-100%	2,367
Other Expenses	-	-	-	0%	-
Commodities	19	-	(19)	-100%	50
TOTAL POLICE COMMISSION	1,149	969	(180)	-16%	3,063

PROMOTIONS COMMITTEE					
Contractual Services	5,175	4,264	(911)	-18%	13,800
Commodities	2,288	-	(2,288)	-100%	6,100
TOTAL PROMOTIONS COMMITTEE	7,463	4,264	(3,199)	-43%	19,900

SUB TOTAL GENERAL FUND EXPENSE	2,888,386	1,392,739	(1,495,647)	-52%	7,702,364
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SUB TOTAL YEAR-TO-DATE SURPLUS/(DEFICIT)	9,905	1,645,631	1,635,726	16514%	26,413
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GENERAL FUND SUBFUNDS	-	25,694	25,694	100%	-
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TOTAL YEAR-TO-DATE SURPLUS/(DEFICIT)	9,905	1,671,325	1,661,420	16774%	26,413
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Village of Hampshire
Budget Versus Actual Report - General Fund Subfunds
Three Months Ended July 31, 2026

	School Impact Fees (60)					Library Impact Fees (61)				
	3 MONTHS ENDED		DELTA \$	DELTA %	FY 2026.2 TOT BUDGET	3 MONTHS ENDED		DELTA \$	DELTA %	FY 2026.2 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
REVENUE										
Investment Income	54	79	25	46%	145	138	196	58	42%	367
Licenses, Fines, Permits, Fees	192,947	267,552	74,605	39%	514,524	12,995	18,021	5,026	39%	34,655
TOTAL REVENUE	193,001	267,631	74,630	39%	514,669	13,133	18,217	5,084	39%	35,022
EXPENSE										
Other Expenses	193,001	271,668	78,667	41%	514,669	13,133	8,398	(4,735)	-36%	35,022
TOTAL EXPENSE	193,001	271,668	78,667	41%	514,669	13,133	8,398	(4,735)	-36%	35,022
YEAR-TO-DATE SURPLUS/(DEFICIT)	-	(4,037)	(4,037)	-100%	-	-	9,819	9,819	100%	-

	Parks Impact Fees (62)					Fire Impact Fees (63)				
	3 MONTHS ENDED		DELTA \$	DELTA %	FY 2026.2 TOT BUDGET	3 MONTHS ENDED		DELTA \$	DELTA %	FY 2026.2 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
REVENUE										
Investment Income	9	12	3	33%	25	38	26	(12)	-32%	100
Licenses, Fines, Permits, Fees	17,543	24,326	6,783	39%	46,780	52,365	72,614	20,249	39%	139,642
TOTAL REVENUE	17,552	24,338	6,786	39%	46,805	52,403	72,640	20,237	39%	139,742
EXPENSE										
Other Expenses	17,552	24,700	7,148	41%	46,805	52,403	55,499	3,096	6%	139,742
TOTAL EXPENSE	17,552	24,700	7,148	41%	46,805	52,403	55,499	3,096	6%	139,742
YEAR-TO-DATE SURPLUS/(DEFICIT)	-	(362)	(362)	-100%	-	-	17,141	17,141	100%	-

	Cemetery Impact Fees (66)					Township Impact Fees (67)				
	3 MONTHS ENDED		DELTA \$	DELTA %	FY 2026.2 TOT BUDGET	3 MONTHS ENDED		DELTA \$	DELTA %	FY 2026.2 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
REVENUE										
Investment Income	5	11	6	120%	13	2	2	-	0%	5
Licenses, Fines, Permits, Fees	2,344	3,250	906	39%	6,250	6,097	8,454	2,357	39%	16,259
TOTAL REVENUE	2,349	3,261	912	39%	6,263	6,099	8,456	2,357	39%	16,264
EXPENSE										
Other Expenses	2,349	-	(2,349)	-100%	6,263	6,099	8,584	2,485	41%	16,264
TOTAL EXPENSE	2,349	-	(2,349)	-100%	6,263	6,099	8,584	2,485	41%	16,264
YEAR-TO-DATE SURPLUS/(DEFICIT)	-	3,261	3,261	100%	-	-	(128)	(128)	-100%	-

	Total General Fund Subfunds				
	3 MONTHS ENDED		DELTA \$	DELTA %	FY 2026.2 TOT BUDGET
	YTD BUDGET	YTD ACTUAL			
REVENUE					
Investment Income	246	326	80	33%	655
Licenses, Fines, Permits, Fees	284,291	394,217	109,926	39%	758,110
TOTAL REVENUE	284,537	394,543	110,006	39%	758,765
EXPENSE					
Other Expenses	284,537	368,849	84,312	30%	758,765
TOTAL EXPENSE	284,537	368,849	84,312	30%	758,765
YEAR-TO-DATE SURPLUS/(DEFICIT)	-	25,694	25,694	100%	-

Village of Hampshire
Budget Versus Actual Report - Special Revenue Fund Summary
Three Months Ended July 31, 2026

	Tax Increment Financing (05)					Hotel/Motel Tax (07)				
	3 MONTHS ENDED		FY 2026.2			3 MONTHS ENDED		FY 2026.2		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Property Tax	123,647	219,769	96,122	78%	329,724	-	-	-	0%	-
Intergovernmental	-	-	-	0%	-	-	-	-	0%	-
Investment Income	450	362	(88)	-20%	1,200	23	40	17	74%	60
Licenses, Fines, Permits, Fees	-	-	-	0%	-	6,600	-	(6,600)	-100%	17,600
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	-	-	-	0%	-	-	-	-	0%	-
TOTAL REVENUE	124,097	220,131	96,034	77%	330,924	6,623	40	(6,583)	-99%	17,660
EXPENSE										
Contractual Services	938	36	(902)	-96%	2,500	7,125	19,000	11,875	167%	19,000
Commodities	-	-	-	0%	-	-	-	-	0%	-
Other Expenses	68,950	10,234	(58,716)	-85%	183,868	6,000	16,000	10,000	167%	16,000
Transfers	37,500	-	(37,500)	-100%	100,000	-	-	-	0%	-
TOTAL EXPENSE	107,388	10,270	(97,118)	-90%	286,368	13,125	35,000	21,875	167%	35,000
YEAR-TO-DATE SURPLUS/(DEFICIT)	16,709	209,861	193,152	1156%	44,556	(6,502)	(34,960)	(28,458)	438%	(17,340)

	Road and Bridge (10)					Motor Fuel Tax (15)				
	3 MONTHS ENDED		FY 2026.2			3 MONTHS ENDED		FY 2026.2		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Property Tax	50,195	57,063	6,868	14%	133,853	-	-	-	0%	-
Intergovernmental	890	-	(890)	-100%	2,372	92,340	104,939	12,599	14%	246,239
Investment Income	36	51	15	42%	96	18,750	21,370	2,620	14%	50,000
Licenses, Fines, Permits, Fees	-	-	-	0%	-	-	-	-	0%	-
Grant Income	-	-	-	0%	-	-	-	-	100%	-
TOTAL REVENUE	51,121	57,114	5,993	12%	136,321	111,090	126,309	15,219	14%	296,239
EXPENSE										
Contractual Services	50,625	-	(50,625)	-100%	135,000	-	-	-	0%	-
Commodities	-	-	-	0%	-	76,824	-	(76,824)	-100%	204,864
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Transfers	-	-	-	0%	-	15,000	-	(15,000)	-100%	40,000
TOTAL EXPENSE	50,625	-	(50,625)	-100%	135,000	91,824	-	(91,824)	-100%	244,864
YEAR-TO-DATE SURPLUS/(DEFICIT)	496	57,114	56,618	11415%	1,321	19,266	126,309	107,043	556%	51,375

	SSA #2-26 (52)					Total Special Revenue Funds				
	3 MONTHS ENDED		FY 2026.2			3 MONTHS ENDED		FY 2026.2		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Property Tax	13,616	19,835	6,219	46%	36,309	187,458	296,667	109,209	58%	499,886
Intergovernmental	-	-	-	0%	-	93,230	104,939	11,709	13%	248,611
Investment Income	187	308	121	65%	500	19,446	22,131	2,685	14%	51,856
Licenses, Fines, Permits, Fees	-	-	-	0%	-	6,600	-	(6,600)	-100%	17,600
Grant Income	-	-	-	0%	-	-	-	-	100%	-
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	-	-	-	0%	-	-	-	-	0%	-
TOTAL REVENUE	13,803	20,143	6,340	46%	36,809	306,734	423,737	117,003	38%	817,953
EXPENSE										
Personal Services	10,514	4,716	(5,798)	-55%	28,038	10,514	4,716	(5,798)	-55%	28,038
Contractual Services	-	-	-	0%	-	58,688	19,036	(39,652)	-68%	156,500
Commodities	-	-	-	0%	-	76,824	-	(76,824)	-100%	204,864
Other Expenses	15,461	2,148	(13,313)	-86%	41,229	90,411	28,382	(62,029)	-69%	241,097
Transfers	-	-	-	0%	-	52,500	-	(52,500)	-100%	140,000
TOTAL EXPENSE	25,975	6,864	(19,111)	-74%	69,267	288,937	52,134	(236,803)	-82%	770,499
YEAR-TO-DATE SURPLUS/(DEFICIT)	(12,172)	13,279	25,451	-209%	(32,458)	17,797	371,603	353,806	1988%	47,454

Village of Hampshire
Budget Versus Actual Report - Capital Project Fund Summary
Three Months Ended July 31, 2026

	Equipment Replacement (03)					Capital Improvement (04)				
	3 MONTHS ENDED		DELTA \$	DELTA %	FY 2026.2 TOT BUDGET	3 MONTHS ENDED		DELTA \$	DELTA %	FY 2026.2 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
REVENUE										
Investment Income	25	29	4	16%	67	1,875	17,395	15,520	828%	5,000
Licenses, Fines, Permits, Fees	-	-	-	0%	-	-	-	-	0%	-
Grant Income	-	-	-	0%	-	-	-	-	0%	-
Debt Issuance	-	-	-	0%	-	-	-	-	0%	-
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	-	-	-	0%	-	-	-	-	0%	-
TOTAL REVENUE	25	29	4	16%	67	1,875	17,395	15,520	828%	5,000
EXPENSE										
Contractual Services	-	-	-	0%	-	-	-	-	0%	-
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	-	-	-	0%	-	1,353,531	258,157	(1,095,374)	-81%	3,609,417
Transfer to General Fund	-	-	-	0%	-	-	-	-	0%	-
TOTAL EXPENSE	-	-	-	0%	-	1,353,531	258,157	(1,095,374)	-81%	3,609,417
YEAR-TO-DATE SURPLUS/(DEFICIT)	25	29	4	16%	67	(1,351,656)	(240,762)	1,110,894	-82%	(3,604,417)
	Public Use Fees (06)					Sewer Construction Fund (41)				
	3 MONTHS ENDED		DELTA \$	DELTA %	FY 2026.2 TOT BUDGET	3 MONTHS ENDED		DELTA \$	DELTA %	FY 2026.2 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
REVENUE										
Investment Income	1,875	2,231	356	19%	5,000	8	8	-	0%	20
Licenses, Fines, Permits, Fees	54,234	75,205	20,971	39%	144,625	-	-	-	0%	-
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	37,500	-	(37,500)	-100%	100,000	-	-	-	0%	-
TOTAL REVENUE	93,609	77,436	(16,173)	-17%	249,625	8	8	-	0%	20
EXPENSE										
Contractual Services	-	-	-	0%	-	-	-	-	0%	-
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	-	-	-	0%	-	-	-	-	0%	-
Transfers Out	189,961	-	(189,961)	-100%	506,564	-	-	-	0%	-
TOTAL EXPENSE	189,961	-	(189,961)	-100%	506,564	-	-	-	0%	-
YEAR-TO-DATE SURPLUS/(DEFICIT)	(96,352)	77,436	173,788	-180%	(256,939)	8	8	-	0%	20
	Transportation Impact Fees (64)					Early Warning (65)				
	3 MONTHS ENDED		DELTA \$	DELTA %	FY 2026.2 TOT BUDGET	3 MONTHS ENDED		DELTA \$	DELTA %	FY 2026.2 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
REVENUE										
Investment Income	-	-	-	0%	-	-	-	-	0%	-
Licenses, Fines, Permits, Fees	75,000	106,340	31,340	42%	200,000	2,156	2,491	335	16%	5,750
Other Income	-	27,530	27,530	100%	-	-	-	-	0%	-
Transfers	-	-	-	0%	-	14,250	-	(14,250)	-100%	38,000
TOTAL REVENUE	75,000	133,870	58,870	78%	200,000	16,406	2,491	(13,915)	-85%	43,750
EXPENSE										
Contractual Services	-	971	971	100%	-	-	-	-	0%	-
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	88,875	-	(88,875)	-100%	237,000	-	-	-	0%	-
Transfer to General	49,500	-	(49,500)	-100%	132,000	14,250	-	(14,250)	-100%	38,000
TOTAL EXPENSE	138,375	971	(137,404)	-99%	369,000	14,250	-	(14,250)	-100%	38,000
YEAR-TO-DATE SURPLUS/(DEFICIT)	(63,375)	132,899	196,274	-310%	(169,000)	2,156	2,491	335	16%	5,750
	Capital Improvement (70)					Total Capital Project Funds				
	3 MONTHS ENDED		DELTA \$	DELTA %	FY 2026.2 TOT BUDGET	3 MONTHS ENDED		DELTA \$	DELTA %	FY 2026.2 TOT BUDGET
	YTD BUDGET	YTD ACTUAL				YTD BUDGET	YTD ACTUAL			
REVENUE										
Investment Income	-	-	-	0%	-	3,783	19,663	15,880	420%	10,087
Licenses, Fines, Permits, Fees	-	-	-	0%	-	131,390	184,036	52,646	40%	350,375
Grant Income	-	-	-	0%	-	-	-	-	0%	-
Debt Issuance	-	-	-	0%	-	-	-	-	0%	-
Other Income	-	-	-	0%	-	-	27,530	27,530	#DIV/0!	-
Transfers	-	-	-	0%	-	51,750	-	(51,750)	-100%	138,000
TOTAL REVENUE	-	-	-	0%	-	186,923	231,229	44,306	24%	498,462
EXPENSE										
Contractual Services	-	-	-	0%	-	-	971	971	#DIV/0!	-
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	22,841	-	(22,841)	-100%	60,910	1,465,247	258,157	(1,207,090)	-82%	3,907,327
Transfers	-	-	-	0%	-	253,711	-	(253,711)	-100%	676,564
TOTAL EXPENSE	22,841	-	(22,841)	-100%	60,910	1,718,958	259,128	(1,459,830)	-85%	4,583,891
YEAR-TO-DATE SURPLUS/(DEFICIT)	(22,841)	-	22,841	-100%	(60,910)	(1,532,035)	(27,899)	1,504,136	-98%	(4,085,429)

Village of Hampshire
Budget Versus Actual Report - Enterprise Fund Summary
Three Months Ended July 31, 2026

	ARRA Loan Debt Serv Fund (28)					Garbage (29)				
	3 MONTHS ENDED			FY 2026.2		3 MONTHS ENDED			FY 2026.2	
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Service Fees	274,600	242,464	(32,136)	-12%	732,267	248,831	195,116	(53,715)	-22%	663,550
Investment Income	-	-	-	0%	-	-	-	-	0%	-
Licenses, Fines, Permits, Fees	2,060	2,367	307	15%	5,492	2,364	2,058	(306)	-13%	6,304
Other Income	-	-	-	0%	-	-	-	-	0%	-
TOTAL REVENUE	276,660	244,831	(31,829)	-12%	737,759	251,195	197,174	(54,021)	-22%	669,854
EXPENSE										
Personal Services	-	-	-	0%	-	-	-	-	0%	-
Contractual Services	-	-	-	0%	-	246,932	225,759	(21,173)	-9%	658,484
Commodities	-	-	-	0%	-	45	-	(45)	-100%	120
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	-	-	-	0%	-	-	-	-	0%	-
Transfers	440,625	-	(440,625)	-100%	1,175,000	3,000	3,000	-	0%	8,000
TOTAL EXPENSE	440,625	-	(440,625)	-100%	1,175,000	249,977	228,759	(21,218)	-8%	666,604
YEAR-TO-DATE SURPLUS/(DEFICIT)	(163,965)	244,831	408,796	-249%	(437,241)	1,218	(31,585)	(32,803)	-2693%	3,250
	Water (30)					Sewer (31)				
	3 MONTHS ENDED			FY 2026.2		3 MONTHS ENDED			FY 2026.2	
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Service Fees	404,313	343,757	(60,556)	-15%	1,078,168	472,480	411,979	(60,501)	-13%	1,259,946
Investment Income	-	-	-	0%	-	-	-	-	0%	-
Licenses, Fines, Permits, Fees	28,284	42,992	14,708	52%	75,423	5,055	3,073	(1,982)	-39%	13,481
Other Income	-	-	-	100%	-	-	-	-	100%	-
Transfers	413,625	-	(413,625)	-100%	1,103,000	27,000	-	(27,000)	-100%	72,000
TOTAL REVENUE	846,222	386,749	(459,473)	-54%	2,256,591	504,535	415,052	(89,483)	-18%	1,345,427
EXPENSE										
Personal Services	107,745	63,361	(44,384)	-41%	287,319	107,318	63,363	(43,955)	-41%	286,182
Contractual Services	482,439	99,257	(383,182)	-79%	1,286,504	232,070	68,850	(163,220)	-70%	618,852
Commodities	50,621	25,459	(25,162)	-50%	134,988	41,292	26,105	(15,187)	-37%	110,112
Other Expenses	18,750	-	(18,750)	-100%	50,000	56,250	17,500	(38,750)	-69%	150,000
Capital Outlay	172,500	45,809	(126,691)	-73%	460,000	43,572	-	(43,572)	-100%	116,193
Transfers	12,000	12,000	-	0%	32,000	12,000	12,000	-	0%	32,000
TOTAL EXPENSE	844,055	245,886	(598,169)	-71%	2,250,811	492,502	187,818	(304,684)	-62%	1,313,339
YEAR-TO-DATE SURPLUS/(DEFICIT)	2,167	140,863	138,696	6400%	5,780	12,033	227,234	215,201	1788%	32,088
	Water Construction (34)					Sewer Construction (40)				
	3 MONTHS ENDED			FY 2026.2		3 MONTHS ENDED			FY 2026.2	
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Service Fees	-	-	-	0%	-	-	-	-	0%	-
Investment Income	450	-	(450)	-100%	1,200	-	-	-	0%	-
Licenses, Fines, Permits, Fees	563	-	(563)	100%	1,500	1,313	-	(1,313)	100%	3,500
Other Income	-	-	-	0%	-	-	-	-	0%	-
Transfers	-	-	-	0%	-	-	-	-	0%	-
TOTAL REVENUE	1,013	-	(1,013)	-100%	2,700	1,313	-	(1,313)	100%	3,500
EXPENSE										
Personal Services	-	-	-	0%	-	-	-	-	0%	-
Contractual Services	-	-	-	0%	-	-	-	-	0%	-
Commodities	-	-	-	0%	-	-	-	-	0%	-
Other Expenses	-	-	-	0%	-	-	-	-	0%	-
Capital Outlay	-	-	-	0%	-	-	-	-	0%	-
Transfers	-	-	-	0%	-	-	-	-	0%	-
TOTAL EXPENSE	-	-	-	0%	-	-	-	-	0%	-
YEAR-TO-DATE SURPLUS/(DEFICIT)	1,013	-	(1,013)	-100%	2,700	1,313	-	(1,313)	100%	3,500
	Total Enterprise Funds									
	3 MONTHS ENDED			FY 2026.2						
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Service Fees	1,400,224	1,193,316	(206,908)	-15%	3,733,931					
Investment Income	450	-	(450)	-100%	1,200					
Licenses, Fines, Permits, Fees	39,639	50,490	10,851	27%	105,700					
Other Income	-	-	-	100%	-					
Transfers	440,625	-	(440,625)	-100%	1,175,000					
TOTAL REVENUE	1,880,938	1,243,806	(637,132)	-34%	5,015,831					
EXPENSE										
Personal Services	215,063	126,724	(88,339)	-41%	573,501					
Contractual Services	961,441	393,866	(567,575)	-59%	2,563,840					
Commodities	91,958	51,564	(40,394)	-44%	245,220					
Other Expenses	75,000	17,500	(57,500)	-77%	200,000					
Capital Outlay	216,072	45,809	(170,263)	-79%	576,193					
Transfers	467,625	27,000	(440,625)	-94%	1,247,000					
TOTAL EXPENSE	2,027,159	662,463	(1,364,696)	-67%	5,405,754					
YEAR-TO-DATE SURPLUS/(DEFICIT)	(146,221)	581,343	727,564	-498%	(389,923)					

Village of Hampshire
 Budget Versus Actual Report - Debt Service Fund Summary
 Three Months Ended July 31, 2026

Debt Service Fund Revenues (33)					
	3 MONTHS ENDED				FY 2026.2
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE					
Investment Income	425	534	109	26%	1,133
Transfers	330,000	-	(330,000)	0%	880,000
TOTAL REVENUE	330,425	534	(329,891)	-100%	881,133
Debt Service Fund Expenses (33)					
	3 MONTHS ENDED				FY 2026.2
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
EXPENSE					
Other Expenses	366,164	442,629	76,465	21%	976,436
TOTAL EXPENSE	366,164	442,629	76,465	21%	976,436
YEAR-TO-DATE SURPLUS/(DEFICIT)	(35,739)	(442,095)	(406,356)	1137%	(95,303)

Village of Hampshire
 Budget Versus Actual Report - Custodial Fund Summary
 Three Months Ended July 31, 2026

	SSA#14 B&I (43)					SSA#13 B&I (45)				
	3 MONTHS ENDED		FY 2026.2			3 MONTHS ENDED		FY 2026.2		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE										
Property Tax	316,994	436,344	119,350	38%	845,316	144,036	196,900	52,864	37%	384,095
Investment Income	11,250	10,309	(941)	-8%	30,000	11,250	5,417	(5,833)	-52%	30,000
Licenses, Fines, Permits, Fees	-	-	-	0%	-	-	-	-	0%	-
Other Income	-	-	-	0%	-	-	-	-	0%	-
TOTAL REVENUE	328,244	446,653	118,409	36%	875,316	155,286	202,317	47,031	30%	414,095
EXPENSE										
Other Expenses	325,987	4,000	(321,987)	-99%	869,298	149,596	4,000	(145,596)	-97%	398,922
TOTAL EXPENSE	325,987	4,000	(321,987)	-99%	869,298	149,596	4,000	(145,596)	-97%	398,922
YEAR-TO-DATE SURPLUS/(DEFICIT)	2,257	442,653	440,396	19512%	6,018	5,690	198,317	192,627	3385%	15,173

	Total Agency Funds				
	3 MONTHS ENDED		FY 2026.2		
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE					
Property Tax	461,030	633,244	172,214	37%	1,229,411
Investment Income	22,500	15,726	(6,774)	-30%	60,000
Licenses, Fines, Permits, Fees	-	-	-	0%	-
TOTAL REVENUE	483,530	648,970	165,440	34%	1,289,411
EXPENSE					
Other Expenses	475,583	8,000	(467,583)	-98%	1,268,220
TOTAL EXPENSE	475,583	8,000	(467,583)	-98%	1,268,220
YEAR-TO-DATE SURPLUS/(DEFICIT)	7,947	640,970	633,023	7966%	21,191

Village of Hampshire
Budget Versus Actual Report - Pension Trust Summary
Three Months Ended July 31, 2026

	Pension Trust Fund Revenues (90)				
	3 MONTHS ENDED				FY 2026.2
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
REVENUE					
Investment Income	328,125	16,141	(311,984)	-95%	875,000
Realized and Unrealized Gain/(Loss)	-	254,085	254,085	100%	-
Less: Investment Fees	-	(1,736)	(1,736)	-100%	-
Member Contributions	43,163	33,036	(10,127)	-23%	115,100
Employer Contributions	189,750	20,000	(169,750)	-89%	506,000
Creditable Service Transfer In	-	-	-	0%	-
Miscellaneous Income	-	-	-	0%	-
TOTAL REVENUE	561,038	321,526	(239,512)	-43%	1,496,100
	Pension Trust Fund Expenses (90)				
	3 MONTHS ENDED				FY 2026.2
	YTD BUDGET	YTD ACTUAL	DELTA \$	DELTA %	TOT BUDGET
EXPENSE					
Pension Payments	56,906	52,332	(4,574)	-8%	151,750
Refund of Contributions	107,948	-	(107,948)	-100%	287,861
Transfer to Other Pension Funds	-	-	-	0%	-
Contractual Services	19,313	-	(19,313)	-100%	51,500
Other Expenses	563	-	(563)	-100%	1,500
TOTAL EXPENSE	184,730	52,332	(132,398)	-72%	492,611
YEAR-TO-DATE SURPLUS/(DEFICIT)	376,308	269,194	(107,114)	-28%	1,003,489



EMBRACE OPPORTUNITY
HONOR TRADITION

HAMPSHIRE POLICE DEPARTMENT MONTHLY REPORT

September 2026

Chief Doug Pann

HAMPSHIRE POLICE DEPARTMENT AUGUST STATISTICS



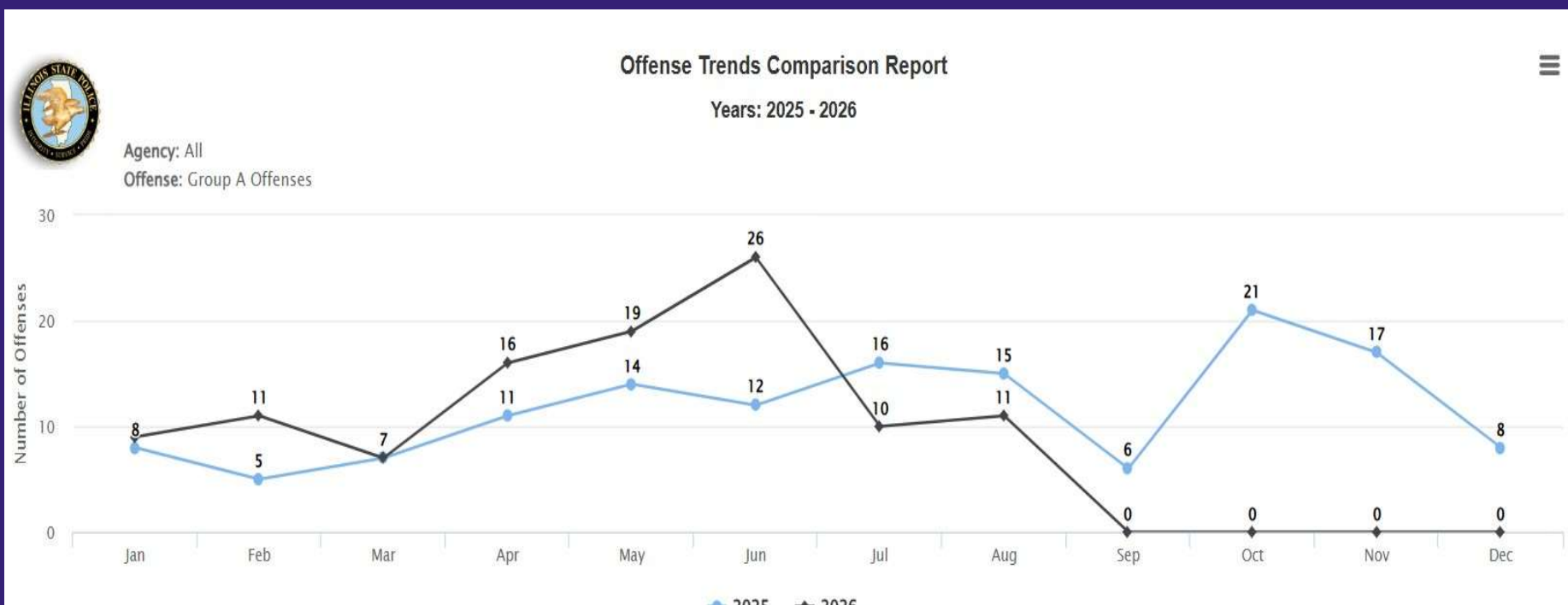
Hampshire Police Department Scorecard

Aug-26

OFFENSES

	Previous Month	Current Month	% Change	YTD	YTD '25	YTD '24
Group A Offenses	10	11	10.0%	110	88	45
All Dispatched Calls for Service	379	347	-8.4%	2636	2261	1935
Burglary	0	0	0.0%	1	3	0
Burglary to Motor Vehicle and Theft from Motor Vehicle	1	0	-100.0%	9	11	3
Auto Theft	1	0	-100.0%	6	4	5
Theft	2	2	0.0%	19	24	17
Domestic Violence Cases	3	2	-33.3%	16	27	18
Mental Health Calls for Service	4	6	50.0%	37	51	24
Alarm Responses	17	8	-52.9%	92	103	100
Assists to Neighboring Communities / KCSO	27	20	-25.9%	169	175	182

NIBRS OFFENSE TRENDS COMPARISON



GROUP A OFFENSES - CRIMES AGAINST PERSONS



Offense	Reported in 2026	Reported in 2025	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	0.00
Negligent Manslaughter	0	1	-100.00%	0	0.00%	0.00%	0.00
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	0.00
Non-consensual Sex Offenses:							
Rape	2	0	NA	0	0.00%	10.53%	21.73
Sodomy	0	0	NA	0	0.00%	0.00%	0.00
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	0.00
Fondling	0	1	-100.00%	0	0.00%	0.00%	0.00
Aggravated Assault	0	0	NA	0	0.00%	0.00%	0.00
Simple Assault	13	14	-7.14%	4	30.77%	68.42%	141.27
Intimidation	3	2	50.00%	0	0.00%	15.79%	32.60
Kidnapping/Abduction	1	0	NA	0	0.00%	5.26%	10.87
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	0.00
Statutory Rape	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Persons Total	19	18	5.56%	4	21.05%	17.43%	206.48

GROUP A OFFENSES - CRIMES AGAINST PERSONS AND PROPERTY



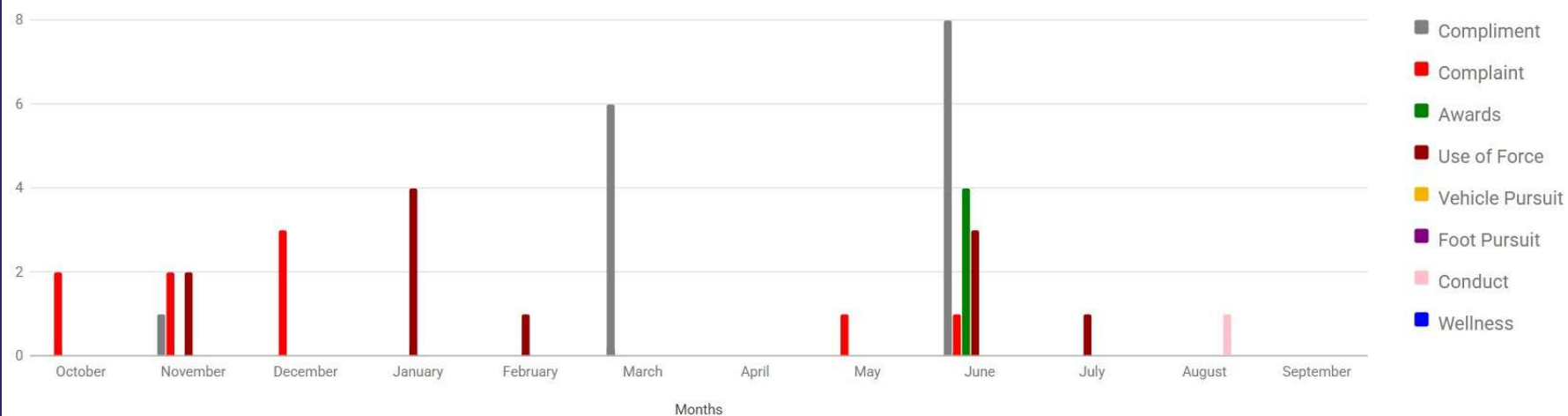
Offense	Reported in 2026	Reported in 2025	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Robbery	0	1	-100.00%	0	0.00%	0.00%	0.00
Burglary/Breaking & Entering	1	3	-66.67%	0	0.00%	1.14%	10.87
Larceny/Theft Offenses	26	23	13.04%	3	11.54%	29.55%	282.55
Motor Vehicle Theft	6	1	500.00%	2	33.33%	6.82%	65.20
Arson	0	0	NA	0	0.00%	0.00%	0.00
Destruction Of Property	20	24	-16.67%	1	5.00%	22.73%	217.34
Counterfeiting/Forgery	0	0	NA	0	0.00%	0.00%	0.00
Fraud Offense	34	17	100.00%	0	0.00%	38.64%	369.48
Embezzlement	0	0	NA	0	0.00%	0.00%	0.00
Extortion/Blackmail	0	0	NA	0	0.00%	0.00%	0.00
Bribery	0	0	NA	0	0.00%	0.00%	0.00
Stolen Property Offenses	1	0	NA	0	0.00%	1.14%	10.87
Crimes Against Property Total	88	69	27.54%	6	6.82%	80.73%	956.31
Drug/Narcotic Violations	0	0	NA	0	0.00%	0.00%	0.00
Drug Equipment Violations	0	0	NA	0	0.00%	0.00%	0.00
Gambling Offenses	0	0	NA	0	0.00%	0.00%	0.00
Pornography/Obscene Material	0	0	NA	0	0.00%	0.00%	0.00
Prostitution	0	0	NA	0	0.00%	0.00%	0.00
Weapons Law Violation	2	1	100.00%	2	100.00%	100.00%	21.73
Animal Cruelty	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Society Total	2	1	100%	2	100%	1.83%	21.73

PROFESSIONAL STANDARDS OVERVIEW



EMPLOYEE INCIDENT BREAKDOWN - ROLLING 12 MONTHS

EMPLOYEE INCIDENT BREAKDOWN - Rolling 12 Months



Village of Hampshire Street Department

Monthly Report: August 2026

Safe Step - Sidewalk Safety

Hired Safe Step to remove sidewalk trip hazards. Total of 119 defects were sawcut in the Hampshire Prairie Subdivision.

Winter Vehicles and Equipment Maintenance - Fabrication

Removed rusted areas from carbon steel truck boxes and replaced with new steel. All repaired areas were primed and painted. All truck boxes have carbon steel floors and are painted annually to help prevent and combat rust.

Large Group Gathering - Coon Creek Parade

Road closure Sunday and 3 vehicles in the parade

Asphalt Patches - Storm Sewer and Water Main repairs

E. Jefferson ave in front of Blocks Country Market - 328 Terwilliger - 319 Jake In
811 Elm st - 1014 Perigrine way - 202 Edgewood - Ridgecrest entrance to Lakewood
290 Prairie st - 115 Washington ave alley.

Asphalt Usage

28 Tons HMA

Storm Sewer Repairs - 194 East st - 105 Ash st on Washington ave

Sweeper - Swept entire Village

Mowing - SSA and Right of Ways

Pothole Patched - Entire Village

Utility Locates

321 Locates Normal

7 Emergency locates

Other Work Performed

Storm Sewer Maintenance

Sidewalk Grinding

Other Miscellaneous Projects