

Village of Hampshire
Village Board Meeting
Thursday, October 16, 2025 - 7:00 PM
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

#### **AGENDA**

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Public Comments
- 5. A Motion to Approve the Meeting Minutes from October 2, 2025
- 6. Village Manager's Report
  - a. Ordinance Approving a Temporary Construction Easement Agreement for Lead Service Line Replacement at 152 East South Avenue
  - b. Resolution Approving Virtra Contract Renewal in the Amount of \$26,839.99
  - c. Resolution Approving a Contract with Midwest Fiber Networks in the Amount of \$43,750
  - d. Motion to Approve Progress Payment #6 to Lamp, Inc. for the Public Works Facility Project in the Amount of \$1,110,122
- 7. Staff Reports
  - a. Police Report
  - b. Streets Report
- 8. Accounts Payable
  - a. A Motion to Approve the October 16, 2025, Accounts Payable to Personnel
  - b. A Motion to Approve the October 16, 2025, Regular Accounts Payable
- 9. Village Board Committee Reports
  - a. Business Development Commission
- 10. New Business
- 11. Announcements
- 12. Executive Session
- 13. Adjournment

<u>Public Comments</u>: 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.

<u>Recording</u>: 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.

<u>Accommodations</u>: 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, October 2, 2025 - 7:00 PM
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

#### 1. Call to Order

Village President Michael J. Reid Jr. called to order the Village Board Meeting at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, October 2, 2025.

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

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

Absent: Trustee Jarnebro, Trustee Kelly.

A Quorum was Established.

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

#### 3. Pledge of Allegiance

Special Guest Kellen Robinson led the Pledge of Allegiance.

#### 4. Public Comments

None.

#### 5. Proclamation Recognizing Metastatic Breast Cancer Awareness Day

President Reid proclaimed October 13, 2025 as Metastatic Breast Cancer Awareness Day.

Lisa Mayer spoke about her life experience and expressed her gratitude to the Village for the recognition of this illness.

# 6. A Motion to Approve the Meeting Minutes with corrections for September 18, 2025.

Trustee Fodor moved to approve the Meeting Minutes with corrections for September 18, 2025.

Seconded by: Trustee Robinson.

Roll Call Vote:

Ayes: Fodor, Koth, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro, Kelly.

Abstain: None.

Motion Approved.

#### 7. Village Manager's Report

#### a. Discussion on Hampshire GO Bonds (ARS), Series 2025

Mark Jeretina from Speer Financial reported some further information about the Bonds to the board.

# b. A Motion to Approve Resolution 25-41 Designating Signers on Village Bank Accounts.

Trustee Koth moved Approve Resolution 25-41 Designating Signers on Village Bank Accounts.

Seconded by: Trustee Pollastrini.

#### Roll Call Vote:

Ayes: Fodor, Koth, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro, Kelly.

Abstain: None.

#### Motion Approved.

# c. A Motion to Approve Resolution 25-42 Authorizing and Approving an Audit Engagement Agreement by and between Lauterbach & Amen, LLP and the Village of Hampshire for Certain Audit Services.

Trustee Robinson moved to Approve Resolution 25-42 Authorizing and Approving an Audit Engagement Agreement by and between Lauterbach & Amen, LLP and the Village of Hampshire for Certain Audit Services.

Seconded by: Trustee Fodor.

#### Roll Call Vote:

Ayes: Fodor, Koth, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro, Kelly.

Abstain: None.

Motion Approved.

#### 8. Staff Reports

a. Building Report:

No discussion.

b. Engineering Report:

No discussion.

c. Financial Report:

No discussion.

### 9. Accounts Payable

a. A Motion to Approve October 2, 2025 Accounts Payable to Personnel in the amount of \$159.24.

Trustee Robinson moved Approve October 2, 2025 Accounts Payable to Personnel in the amount of \$159.24

Seconded by: Trustee Fodor.

#### All Call Vote:

Ayes: Fodor, Koth, Pollastrini. Robinson.

Nayes: None.

Absent: Jarnebro, Kelly.

Abstain: None.

Motion Approved.

b. A Motion to Approve October 2, 2025, Regular Accounts Payable in the amount of \$1,767,202.94

Trustee Koth moved to Approve October 2, 2025, Regular Accounts Payable in the amount of \$1,767,202.94.

Seconded by: Trustee Robinson.

#### Roll Call Vote.

Ayes: Fodor, Koth, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro, Kelly.

Abstain: None.

Motion Approved.

#### 10. Village Board Committee Reports

a. Business Development Commission: Mr. Khan stated that the Business

Development Commission will meet on October 22, 2025 and the primary discussion will be on the Comprehensive Plan Request for Proposal (RFP).

#### 11. New Business

No discussion.

#### 12. Announcement

Pollastrini reported that several people resigned from the Coon Creek Committee. Thank you all for the years you have given to our community serving on the Coon Creek Committee

President Reid expressed his condolences to the family of Mayor Dale Berman, Mayor of North Aurora.

#### 13. Executive Session

No discussion.

#### 14. Adjournment

Trustee Koth moved to adjourn at 7:24 p.m.

Seconded by: Trustee Robinson.

All Call Vote.

Ayes: Fodor, Koth, Pollastrini, Robinson.

Nayes: None.

Absent: Jarnebro, Kelly.

Abstain: None.

Motion Approved.

Meeting Video Available Online at www.hamsphireil.org



## Village of Hampshire

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

## **Agenda Supplement**

TO: President Reid; Board of Trustees

FROM: Mo Khan, Assistant Village Manager for Development

FOR: Village Board Meeting on October 16, 2025

RE: Ordinance Approving a Temporary Construction Easement

Agreement for Lead Service Line Replacement at 152 E. South Ave.

**Background:** The Lead Service Line Replacement and Notification Act, which went into effect on January 1, 2022, requires owners and operators of community water supplies to develop, implement, and maintain a comprehensive water service line inventory and replacement plan.

The Village's Utilities Department submitted the Village's Final Water Service Line Material Inventory and Initial Lead Service Line Removal Plan on April 15, 2024. An annual plan update is due each year on April 15. The Final Comprehensive Removal Plan is due April 15, 2027. The Village is also required to collect water sampling twice a year. Replacement of lead service lines must begin in 2027 with at least two lines replaced each year, which is determined by the total number of lead service lines that must be replaced.

During the water sampling collection, one residential property (152 E. South Ave.) was determined to exceed the EPA action level and was notified by the Village. Due to the lead levels for this property, the Village passed Resolution No. 25-34 which approved expenditure for replacement of the water service line and disconnecting the existing lead water service line at 152 E. South Ave.

Prior to beginning work to replace the water service line and disconnecting the existing lead water service line, the Village Board needs to approve a Temporary Construction Easement, Release and Hold Harmless Agreement (the "Agreement") that will be signed by the property owner and the Village.

A standard/form temporary construction agreement can be reviewed and voted on by the Village Board once a program identifying the cost-sharing (if one) for the lead service line replacement program.

**Analysis:** The agreement will allow the Village or its contractor/agent, in this case Starks & Son, to have access to the property for the duration of the work to replace the lead service line from the water main into the house at the water meter.

The agreement identifies that the Village will be responsible for all cost and work associated with the lead service line replacement. The property owner in return will grant the temporary construction easement for the purposes of replacing the lead service line and will additionally hold harmless and release the Village of any liability.

**Recommendation:** For the Village Board to consider an Ordinance Approving a Temporary Construction Easement Agreement for Lead Service Line Replacement at 152 E. South Ave.

#### **Attachments:**

1. Temporary Construction Easement, Release, and Hold Harmless Agreement

		ORDINANCE NO	
AN EASE RELEA	MENT PURSUA SE AND HOLD IAMPSHIRE, K	NT TO TEMPORAR HARMLESS AGREE ANE AND MCHENR	TANCE AND/OR ACQUISITION OF AY CONSTRUCTION EASEMENT, CMENT FOR THE VILLAGE OF AY COUNTIES, ILLINOIS - 152 E. South Avenue)
	THE PRE	ADOPTED B SIDENT AND BOAF OF THE VILLAGE OF HAM	RD OF TRUSTEES
	TH	HIS DAY OF	, 2025
of the Presiden of the Village o	amphlet form by a t and the Board of of Hampshire, Illin	f Trustees nois this	

# VILLAGE OF HAMPSHIRE ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE ACCEPTANCE AND/OR ACQUISITION OF AN EASEMENT PURSUANT TO TEMPORARY CONSTRUCTION EASEMENT, RELEASE AND HOLD HARMLESS AGREEMENT FOR THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS (Lead Service Line Replacement – 152 E. South Avenue)

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

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

**WHEREAS,** the Lead Service Line Replacement and Notification Act (415 ILCS 5/17.12) was enacted to, among other things, require the owners and operators of community water supplies to develop, implement and maintain a comprehensive lead service line material inventory and a comprehensive lead service line replacement plan; and

WHEREAS, in connection with the Act, the Village has established a lead service line replacement program within the Village (the "Program") whereby the Village replaces lead or galvanized water service lines located on private property within the Village; and

WHEREAS, it has been determined that the private portion of the water service line (the "Service Line") located at the real property commonly known as 152 E. South Avenue, Hampshire, Illinois, with PIN: 01-27-101-002 (the "Property") contains lead or is a galvanized service line and exceeds the Environmental Protection Agency's lead action level; and

WHEREAS, in accordance with the foregoing, the Village has offered to replace the Service Line in accordance with the terms of a Temporary Construction Easement, Release and

Hold Harmless Agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A; and

**WHEREAS,** Section 11-105-1 of the Illinois Municipal Code (65 ILCS 5/11-105-1) authorizes the Corporate Authorities to accept or receive through gift, grant, legacy or dedication easements located within the corporate limits of the Village for public purposes; and

WHEREAS, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to authorize and approve the Agreement and acquire the easement for the public purpose of replacing the Service Line;

**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 authorize the acceptance and/or acquisition of the easement set forth in the Agreement, 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 Ordinance. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith, including recording the Agreement with

Kane County if determined necessary by the President or his designee. The Village is authorized to allocate, spend and/or receive all necessary funds to fulfill the requirements of this Ordinance.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED THIS DAY OF	, 2025.
AYES/YEAS:	
NAYS/NOES:	
ABSENT:	
ABSTAIN:	
ADOPTED THIS DAY OF	, 2025.
Michael J. Reid, Jr., Village President	
ATTEST:	
Karen L. Stuehler, Village Clerk	

# EXHIBIT A (AGREEMENT)

STATE OF ILLINOIS COUNTY OF KANE	) ) SS )			
	CLERK'S	CERTIFICAT	<u>E</u>	
I, Karen L. Stuehler, co Hampshire, Kane and McHen keeper of its books and records titled:	nry Counties, Ill	inois, and I do l	nereby certify that I a	am currently the
	UANT TO TEM D HARMLESS , KANE AND M	MPORARY CO S AGREEMEN MCHENRY CO	NSTRUCTION EA	ASEMENT, AGE OF IS
I certify that on (or the Corporate Authorities Ordinance No day of	s, if required by which was	, 2025, the y law), at a regapproved by 2025.	ne Board of Trustees gular meeting, passe the Village Pres	s of Hampshire ed and adopted ident on the
I do further certify, in present at the meeting and that Meetings Act (5 ILCS 120/1, a	the meeting was			
The pamphlet form of cover sheet thereof, was prepuilding, commencing on days thereafter. Copies of such the office of the Village Clerk	pared and a cop  h Ordinance are	by of such Ordi , 2025 a	nance was posted in nd continuing for at	the municipal tleast ten (10)
DATED at Hampshire, Illinois	s, this	_ day of		_, 2025.
Karen L. Stuehler, Village Cle Village of Hampshire	erk			

(Seal)

# TEMPORARY CONSTRUCTION EASEMENT, RELEASE AND HOLD HARMLESS AGREEMENT

This Temporary Construction	Easement, Release	and Hold Harr	mless Agreement (this
"Agreement") is made as of this	day of	, 2	0 (the " <i>Effective</i>
<i>Date</i> ") by and between the Village of H	lampshire, Kane and	McHenry Coun	ties, Illinois, an Illinois
municipal corporation (the "Village"),	and		, the owner of
the Property (defined below) (the "Ow	<i>ner</i> "). The Village a	and the Owner	may be referred to as a
"Party" and jointly as the "Parties."			

#### RECITALS

**WHEREAS,** the President of the Village and the Board of Trustees of the Village (collectively, the "*Corporate Authorities*") are committed to protecting the health, safety and welfare of the residents of the Village; and

**WHEREAS**, the Lead Service Line Replacement and Notification Act (415 ILCS 5/17.12) (the "*Act*") was enacted to, among other things, require the owners and operators of community water supplies to develop, implement and maintain a comprehensive lead service line material inventory and a comprehensive lead service line replacement plan; and

**WHEREAS,** in connection with the Act, the Village has established a lead service line replacement program within the Village (the "*Program*") whereby the Village replaces lead or galvanized water service lines located on private property within the Village; and

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

**WHEREAS,** the Owner is the owner of the real property located at the address commonly known as 152 E. South Avenue, Hampshire, Illinois, with PIN: 01-27-101-002 (the "*Property*"), and the Owner owns and is responsible for the private portion of the water service line connecting the Village shutoff valve to the Property (the "*Owner's Service Line*"); and

**WHEREAS,** it has been determined that the Owner's Service Line currently contains lead or is a galvanized service line and exceeds the Environmental Protection Agency's lead action level; and

**WHEREAS,** pursuant to the terms and conditions of the Program and this Agreement, the Owner voluntarily desires to participate in the Program to have the Owner's Service Line replaced by the Village with line of a similar capacity (the "*Work*"); and

**WHEREAS,** in connection with the foregoing, the Owner desires to grant to the Village, and the Village desires to accept from the Owner a temporary construction easement corresponding to the Village's rights to access, use and occupy the Property as set forth in herein; and

**WHEREAS,** providing for the replacement of the Owner's Service Line will promote the public welfare of the Village and its residents;

**NOW, THEREFORE,** in consideration of the cost of the Work and the mutual covenants, promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Section 1. Recitals.** That the recitals set forth above are incorporated herein and made a part of this Agreement as if fully set forth herein.

**Section 2. Authority.** The Owner hereby covenants, represents and warrants to the Village that the Owner is the fee simple title holder of the Property and that the Owner has the full power and authority to enter into this Agreement and to grant the Easement (defined below) to the Village. The Owner further warrants that by granting the Easement to the Village the Owner is not in violation of nor breaching any contract, agreement, ordinance, statute or law to which the Owner is subject. The Owner gives consent to the Village and the Village Agents (defined below) to replace the Owner's Service Line in accordance with the terms of the Program, and the execution of this Agreement confirms the Owner's consent.

Section 3. Grant of Easement. The Owner, for itself and the Owner's Successors (defined below), as a free and voluntary act, hereby grants and conveys to the Village a temporary construction easement (the "Easement") allowing and authorizing the Village and the Village Agents a right of entry and access over, upon, within, under, in, along, through and across the Property to carry out the Work and to replace the Owner's Service Line, which includes allowing the Village and its agents, guests, officials, employees, invitees, personnel and contractors (collectively, "Village Agents") to enter upon the Property to plan, stage and store materials and equipment, to construct, remove, replace, test and install the Owner's Service Line and all other purposes reasonably related to the performance of the Work. The Easement shall also include the right, privilege and authority of the Village and the Village Agents to exercise all reasonable rights of ingress and egress to, from and over the Property to carry out the purposes of the Easement granted herein. The Easement shall begin on the Effective Date and shall expire one (1) year following the date of substantial completion of the Work performed under this Agreement, as determined by the Village in its sole discretion, unless otherwise extended by the Parties. The Owner shall permit the Village to take all necessary steps to use the Easement.

Section 4. Work. The Village shall bear the costs and expenses related to undertaking the Work as set forth herein. The Village agrees to provide all materials, manpower and equipment necessary to replace the Owner's Service Line and agrees to inspect the same at no cost to the Owner. The Village shall have the sole discretion and control over the means, methods, materials, and techniques with respect to the performance of the Work. The Village agrees that the Work and any construction work to be done pursuant to this Agreement will be completed in a good and workmanlike manner. The Village may utilize the services of third-party contractors, employees or other agents to perform the Work on the Property. The Owner authorizes the Village and the Village Agents to commence and complete the Work, a portion of which may take place inside of the residence located at the Property. The Owner understands that temporary interruption of water

service is and can be expected during the replacement of the Owner's Service Line. The Owner or a designated representative who is at least eighteen (18) years of age or older must be present at the Property while the Work is being performed. The Owner agrees to and shall provide lighted and unencumbered access to the area where the Owner's Service Line enters the building located at the Property. After installation of the new Owner's Service Line, the Owner shall be responsible for flushing instructions provided by the Village or the Village Agents. If any asbestos or remediation is required, as determined by the Village in accordance with applicable laws, rules, orders, procedures or regulations, the cost of the same will be paid for by the Owner.

Section 5. Restoration of Property. Following the performance of the Work, the Village shall repair and restore the Property as provided in this Section. The Village agrees to leave the Property free from debris. The Village's repair and restoration of the Property shall be strictly limited to the following items, as determined by the Village in its sole discretion: structural repairs to the building foundation or slab pertaining to the removal/installation of the Owner's Service Line, the replacement of any driveway or sidewalk removed or damaged during construction, the installation only of topsoil, grass seed and erosion control blanket on disturbed areas and the reinstallation of existing fence material. The Owner shall be responsible for all other internal and external private property repairs necessitated by or pertaining to the Village's performance of the Work including, without limitation, any nonstructural or cosmetic repairs to the interior or exterior of the Property or the structure thereon, as well as the replacement of any landscaping, including any trees, bushes, flowers or shrubs. The Owner is responsible for moving, covering and/or protecting any and all furniture, equipment, floor coverings, personnel property and fixtures to facilitate the Work.

**Section 6. Ownership.** The Owner understands and agrees that upon completion of the Work the Owner shall own the new Owner's Service Line installed on the Property, and shall have sole and exclusive responsibility for any maintenance, upkeep, repair or replacement that may be necessary with respect to said Owner's Service Line following the termination of this Agreement, and that following the completion of the Work, the Village shall have no obligations whatsoever with respect to the same.

Section 7. Disclaimer of Any Warranties. Except as expressly provided for and warranted herein, all materials and workmanship provided under this Agreement are provided on an "as is" basis, and the Village expressly disclaims any other representations or warranties, whether express, implied, or statutory including, without limitation, any warranty as to the value, design, condition, merchantability or fitness for a particular purpose. The Village has made NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, DESIGN, OR CONDITION, OR THE MERCHANTABILITY OF THE WORK OR THE NEW OWNER'S SERVICE LINE'S FITNESS FOR ANY PARTICULAR PURPOSE, OR THE QUALITY OR CAPACITY OF THE MATERIALS OR WORKMANSHIP IN THE WATER SERVICE PIPE REPLACEMENT WORK.

Section 8. Release, Hold Harmless, Limitation of Damages and Indemnification. To the fullest extent permitted by law, the Owner agrees to and shall defend, indemnify, release and hold the Village and the Village Agents harmless from and against any and all losses, costs, claims, liabilities, injuries (including death), demands, judgements, causes of action, damages (whether to

persons or properties) and expenses of whatever kind (including reasonable attorneys' fees), arising out of, relating to or claimed to have been sustained by anyone by reason of the Work, or for any claim of defective work, or other damage, injury, and/or loss on account of any act or omission in the performance of the Work, or otherwise arising out of or in connection with this Agreement. In no event shall the Village be liable for monetary damages to the Owner for any reason including, but not limited to, compensatory, consequential, incidental, indirect, special or punitive damages, or attorneys' fees, regardless of the nature of the claim including, without limitation, costs of delay, failure of delivery, interruption of service or liability to third parties arising from any source. The release, hold harmless and limitation upon damages and claims is intended to apply without regard to whether any other provisions of this Agreement have been breached or have proven ineffective. The provisions of this paragraph shall survive any termination and/or expiration of this Agreement. The foregoing indemnification does not and will not act as a waiver of any immunities or defenses afforded to the Village or municipalities by statutory law, common law or otherwise, including those provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.). The Village agrees to indemnify and hold the Owner harmless from any and all liens placed against the Property arising from or related to the Work.

#### Section 9. Miscellaneous Provisions.

- **A. Recording.** Upon execution, this Agreement or a memorandum thereof may be recorded by the Village with the Kane County Recorder. This Agreement shall constitute a covenant, which runs with the land and shall be binding upon the Owner's legal representatives, successors, heirs, successive owners of the Property and assigns of Owner (the "Owner's Successors"). In the event this Agreement or a memorandum is recorded, the Village shall record a release upon the expiration of the Easement.
- **B.** Use of Property. The Owner shall have and retain all rights to use and occupy the Property except as otherwise herein expressly granted; provided, however, that the Owner's use and occupation of the Property may not interfere with the Village's use of the Property for the Work or the purposes described herein.
- **C. Consideration.** The Parties to this Agreement acknowledge that good and valuable consideration has been exchanged amongst the Parties hereto, and both Parties acknowledge receipt of said valuable consideration.
- **D.** Modification of Easement. The Easement established hereby may not be modified, amended or terminated without the prior written consent of both Parties hereto. No amendment, revision or modification of this Agreement shall be effective unless it is in writing and signed by all Parties hereto.
- **E. No Employment Relationship.** Nothing contained in this Agreement, nor any act of Village or the Owner, shall be deemed or construed by either of the Parties or by third persons to create any employment relationship or relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village or the Owner respectively.

- **F.** Liberal Construction; Right to Counsel. This Agreement and the rights and duties created hereby shall be liberally construed to give effect to the purpose and intent of the Parties hereto. Both Parties have had the opportunity to seek the advice of counsel.
- **G. Captions and Paragraph Headings.** The captions and paragraph headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement nor the meaning of any provision hereof.
- **H. Non-Waiver.** Failure of any Party to insist upon the strict and prompt performance of the rights, restrictions, agreements and covenants contained in this Agreement shall not constitute or be construed as a waiver or relinquishment of any right thereafter to enforce any such rights, restrictions, agreements or covenants, and the same shall continue in full force and effect.
- **I. No Warranty; Integration.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.
- J. Governing Law. The terms and provisions of this Agreement shall be governed by and construed in accordance with and enforced by the laws of the State of Illinois, without regard to conflict of law principles. Nothing set forth herein shall serve as a waiver of the police powers of the Village. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the Circuit Court of Kane County, Illinois.
- **K.** No Personal Liability. No covenant or provision contained in this Agreement shall be deemed to be the agreement of any official, officer, director, agent, employee, consultant or attorney of the Village in his or her individual capacity and no official, officer, director, agent, employee, consultant or attorney of the Village shall be personally liable under this Agreement or be subject to any personal liability or accountability by reason for or in connection with or arising out of the execution, delivery and performance of this Agreement or any failure in connection therewith.
- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. This Agreement may be executed electronically, and any signed copy of this Agreement transmitted by fax, e-mail or other electronic means shall be treated in all manners and respects as an original document.
- **M. Severability**. If any provision, word or part of this Agreement is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed from this Agreement, and the remainder of this Agreement will continue to have its intended full force and effect.

**N.** Constructive Notice. The Owner's Successors and every person now or hereafter owning or acquiring any right, title, or interest in or to any portion of the Property shall be conclusively deemed to have consented and agreed to every condition, and restriction contained herein, by reference or otherwise, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

**IN WITNESS WHEREOF,** each Party represents and warrants that it has authority to enter into this Agreement and the Parties have executed this Agreement as of the Effective Date.

I, THE OWNER, HAVE READ THIS AGREEMENT AND UNDERSTAND ALL OF ITS TERMS AND PROVISIONS, AND I EXECUTE THE SAME VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

An Illinois Municipal Corporation
By:
ATTEST:
By: Karen L. Stuehler, Village Clerk
OWNER
Printed Name:
C'amatana.

VILLAGE OF HAMPSHIRE, ILLINOIS,



## Village of Hampshire

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

## **Agenda Supplement**

TO: President Reid; Board of Trustees

FROM: Douglas Pann, Chief of Police

FOR: Village Board Meeting on October 16, 2025
RE: VirTra V-300 Annual Service Plan Renewal

#### Background

The Hampshire Police Department utilizes the VirTra V-300 training simulator system for officer de-escalation, judgmental use of force, and situational awareness training. The system provides realistic, scenario-based training designed to enhance officer performance and decision-making in the field.

To maintain the system in optimal condition and ensure continued access to technical support, software updates, and hardware servicing, VirTra requires an annual service plan renewal. This plan includes telephone support, remote assistance, maintenance for screens, cameras, computers, projectors, and accessories, as well as coverage for minor software updates, emergency service if necessary, and associated travel and labor expenses.

#### **Analysis**

VirTra, Inc. has provided a renewal quote (Quote #00010474, dated October 7, 2025) for the annual service plan covering the period **October 13, 2025, through October 12, 2026**. The total cost for this one-year renewal is **\$26,839.68**. This service plan is essential to maintain the functionality and warranty compliance of the department's simulator system.

The total expenditure of **\$26,839.68** will be funded from the Police Department's opertating budget.

#### Recommendation

Staff recommends that the Village Board approve the expenditure of **\$26,839.68** to VirTra, Inc. for the renewal of the V-300 Annual Service Plan, effective October 13, 2025, through October 12, 2026.

#### RESOLUTION NO. 25-\_\_\_\_

# A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH VIRTRA, INC. AND THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS

(Police Training Simulator Services)

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

WHEREAS, the President of the Village (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the health, safety and welfare of the employees and residents of the Village; and

**WHEREAS,** training simulators help prepare law enforcement officers for real-life incidents so both officers and members of the community can remain safe; and

**WHEREAS,** the Hampshire Police Department has a V-300® police training simulator system from VirTra, Inc. or a similar police training simulator system (the "System"); and

WHEREAS, to help ensure that the System is maintained and so that the Village has continued access to technical support, software updates and hardware servicing, the Village is required to obtain an annual service plan (the "Services"); and

WHEREAS, VirTra, Inc. or a related entity or designee ("VirTra") has offered to provide the Services to the Village in accordance with the terms of an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, to ensure that the Hampshire Police Department can continue to use the System, the Corporate Authorities hereby waive any bidding requirements and find that the purchase of the Services is in the best interest of the public; 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 the purchase of the Services in an amount not to exceed Twenty-Seven Thousand Dollars (\$27,000) in accordance with the terms of the Agreement;

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

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

**SECTION 2.** The Corporate Authorities hereby approve of and authorize the Agreement and authorize the President or his designee to execute and enter into the Agreement, with such insertions, omissions and changes as shall be approved by the Corporate Authorities. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village is authorized to allocate, spend and/or receive all necessary funds to fulfill the requirements of the Agreement and this Resolution.

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

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

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

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

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

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

ADOPTED THIS DAY OF	, 2025.
AYES/YEAS:	
NAYS/NOES:	
ABSENT:	
ABSTAIN:	
APPROVED THIS DAY OF	, 2025.
	Michael J. Reid, Jr., Village President
ATTEST:	
Karen L. Stuehler, Village Clerk	<u></u>

Exhibit A (Agreement)

STATE OF ILLINOIS )
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 AN AGREEMENT WITH VIRTRA, INC. AND THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS  (Police Training Simulator Services)
I certify that on, 2025, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law) passed and adopted Resolution No, which was approved by the Village President on the day of, 2025.
I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, et seq.).
A copy of such Resolution was available for public inspection upon request in the office of the Village Clerk.
DATED at Hampshire, Illinois, thisday of, 2025.
Karen L. Stuehler, Village Clerk Village of Hampshire
(Seal)



Account Name	Hampshire Police Department (IL)	CustID	0623-03767
Contact Name	Douglas Pann	Created Date	10/9/2025
Phone	847-683-2240	Quote Number	00011135
Email	dpann@hampshireil.org	Expiration Date	10/31/2025

Ship To Name Hampshire Police Department (IL) Prepared By William Boyd

Email wboyd@virtra.com

Product	Product SKU	Product Code	Product Description	Line Item Description	Sales Price	Quantity	Total Price
Service Plan - V-300® - Annual	8000821	SP-V300-A	Additional year annual service plan to include telephone support, remote assistance, screens, cameras, truss system, cabling, computers, projectors, accessories (refill stations, magazines, recoil kits, non-guns, and V-Threat-Fire®), minor build software upgrades, i.e., VOS 5.x, hot-fixes, security patches, security upgrades, 2-day shipping, labor and travel. Emergency service trip if deemed necessary by VirTra. Includes all travel and expenses in CONUS.	Effective Coverage Dates: 10/13/2025 - 10/12/2026	\$26,839.99	1.00	\$26,839.99

Sales Terms and Conditions for Direct Sales to End Users/Buyer [Revised 2 September 2025]

- 1. Precedence. This Sales Terms and Conditions for Direct Sales to End Users/Buyers "Agreement" applies to Buyer's purchase of Goods and Services, as defined below, when purchased directly from VirTra "Seller". Any purchase of Goods and Services sold by Seller is expressly subject to and conditioned upon the terms and conditions set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound by this Agreement. Any different or conflicting additional terms set forth by Buyer's purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller. Now therefore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows.
- 2. Definitions: The following capitalized words shall mean: "End Users/Buyer" means the organization or person who buys Seller's Goods and Services. "Goods and Services" means without limitation, the articles, products, accessories, and services to be supplied to Buyer by Seller. "Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies. "Seller" means VirTra, Inc., located at 295 E. Corporate Place, Chandler, AZ 85225, USA.
- 3. All Sales Final. All sales are final, and no returns, refunds or exchanges of the Goods and Services are allowed, except for as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller's Return Merchandise Authorization (RMA) form.
- **4. Restocking Fees**. In Seller's sole discretion, all returns, refunds, or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of Seller's error.
- 5. Payment Terms. Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, 50% deposit payment must be received prior to Seller's acceptance of an order with the remaining 50% balance due upon shipping. Payment for Goods and Services will be made in United States currency (\$US Dollar) by a preapproved payment method. Credit card payment terms must be preapproved by Seller's Finance payment and if approved, invoices are due and payable within the period noted on invoices, measured from the date of the invoice. An additional 3% fee will be charged to cover processing



295 E. Corporate Pl, Chandler, AZ 85225 USA | TOLL FREE: 800.455.8746

PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

costs. Seller may at its sole discretion invoice parts of an order separately. No discounts shall be given for early payments.

- 6. Suspension or Cancelation: Seller may suspend or cancel Buyer's order for any failure by Buyer to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.
- 7. Late Payments. Interest and late payment fees may be calculated from the day after the payment's stated due date through the date payment is received in full, at the maximum legally allowable interest rate in effect on the applicable dates.
- 8. Taxes. Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from Seller's quotes or Buyer's Purchase Orders.
- 9. Tax Exemption. If Buyer requests tax exempt status, then Buyer must provide Seller with a correct, valid, and signed tax exemption certificate applicable to the specific Goods and Services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refund permitted if Seller has collected and remitted taxes to a taxing authority.
- 10. Shipping, Title, Risk of Loss. Shipping and handling costs will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer's signed Pro Forma Invoice or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations following the rules of the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce (ICC). Title and risk of loss pass from Seller to Buyer FOB Origin domestic or Free Carrier (FCA) international upon Seller's delivery to the named place of delivery, cleared for export, as mutually agreed by both buyer and seller. Once seller is deemed to have delivered goods to the named place of delivery, the buyer is responsible for both unloading the goods and loading them onto their own carrier. Seller shall invoice upon shipping. Any loss or damage that occurs after seller's delivery is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.
- 11. Excusable Delays. Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.
- 12. Not for Resale or Export. Buyer represents and warrants that they are buying Seller's products for the specified end user, and Buyer will not resale or export Seller's products to a country other than the country listed as the Buyer's shipping destination. The shipment of certain Seller products outside of the United States of America (USA) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval. In addition, certain Seller Products require a validated export/import license (DSP 5, 61, or 73) prior to shipment to certain countries. If required, Buyer agrees to submit the required paperwork to Seller to process an application to obtain the required import/export license(s) from the US State Department. Seller cannot guarantee US State Department approval and has the right to cancel any item(s) not approved for import/export by the US State Department.
- 13. Regulations and Restrictions. Buyer agrees to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer's acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller's Goods and Services. Seller may suspend or cancel Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.
- 14. Technology and Intellectual Property Rights. Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which the parties agree would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned properly by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Buyer may not



295 E. Corporate Pl, Chandler, AZ 85225 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends on the products.

- **15. Design Changes**. Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.
- 16. Reverse Engineering. Customer acknowledges and agrees that the products are the confidential, valuable, and proprietary assets of VirTra, and the parties agree that improper use or disclosure of the products would cause VirTra irreparable harm. Accordingly, as a material element of this Agreement and as an inducement for VirTra to enter into this Agreement, Customer hereby agrees that Customer shall not: (a) create or attempt to create by reverse engineering, disassembly, decomplication or otherwise, the internal structure, the source code, hardware design, or organization of any Product, or any part thereof, or to aid or to permit others to do so, except and only to the extent expressly permitted by applicable law; (b) copy, modify, or translate any portion of the products, unless otherwise agreed, develop any derivative works thereof or include any portion of the software in any other software program; (c) separate the Product into component parts for distribution or transfer to a third party; and (e) attempt to make or to aid or permit others to make similar products to the software or products with or without enhancements, upgrades, or modifications.
- **17. Severable Provisions**. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.
- 18. Limitation of Liability. To the maximum extent allowed by law, in no event shall Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating in any way to any purchase from Seller exceed the amounts received by Seller under the relevant purchase order, notwithstanding third-party purchases. In no event will Seller be liable for any special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the Warranty. Seller disclaims any representation that it will be able to repair any product under Warranty or make a product exchange without risk to or loss of programs or data. Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.
- 19. Relationship of Parties. Nothing contained in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to construe either of the parties as the agent of the other. Assignment and Sub-Contracting. The contract between Buyer and Seller for Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller. The parties agree that such consent shall not be unreasonably withheld.
- **20.** Entire Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement supersedes and replaces any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this Agreement. Any prior or extrinsic representations or agreements, except for the product warranty, if provided and any service and license agreement(s), are intended to be discharged or nullified.
- 21. Governing Law, Jurisdiction, and Venue. The laws of the State of Arizona, USA govern this transaction and Agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of this Agreement shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation, and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to this Agreement and the associated transactions.

#### 22. Warranty.

Screen-based simulators: Seller warrants the product manufactured by Seller for a period of 12 months from delivery to the agreed delivery point ('Warranty Period') will materially conform to Seller's standard specifications available from the Seller for the product at the time of the issuance of the Purchase Order. Seller further warrants that the product, at the time of delivery, will be free from defects in material and workmanship for the Warranty Period. For third party Products not manufactured by Seller,



295 E. Corporate Pl, Chandler, AZ 85225 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

Seller's only responsibility is to assign to its customer any manufacturer's warranty that does not prohibit such assignment. Products and parts that are consumed in normal operation are not covered by this Warranty. Notwithstanding the foregoing, Warranty and support may be void for all equipment damaged or destroyed by improper handling, use or misuse.

V-XR: Seller warrants the product manufactured by Seller for a period of 12 months from delivery to the agreed delivery point (Warranty Period) will materially conform to Seller's standard specifications available from the Seller for the product at the time of the issuance of the Purchase Order. Seller further warrants that the product, at the time of delivery, will be free from defects in material and workmanship for the Warranty Period. Products and parts that are consumed in normal operation are not covered by this Warranty. Notwithstanding the foregoing, Warranty and support may be void for all equipment damaged or destroyed by improper handling, such dropping, or other improper use or misuse.

Option to purchase VirTra Care for V-XR: VirTra Care is a protection plan that covers V-XR hardware in the event of the accidental drop or breakage of V-XR hardware limited to one (1) headset and/or one (1) tablet for a period 12 months from delivery to the agreed delivery point. Upon receiving a customer report of damage covered by VirTra Care a replacement device will be provisioned, shipped, with a return prepaid label for the return of the damaged device within ten (10) days after receipt of the replacement device. Failure to return the damaged device shall result in an invoice for the replacement device at VirTa's current purchase price. VirTra Care may be purchased in 12-month increments, up to 36 months. Items damaged due to water exposure; lost or stolen items are not covered under VirTra Care.

To the maximum extent permitted by law, Seller's Warranty and the remedies set forth in this section 22 are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. Seller may provide VirTra certified refurbished parts. If Seller cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in this warranty section. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have.

23. Buyer Ordered Delivery Delay. In the event of a delivery delay ordered by Buyer, the parties agree to make use of the following: Whereas the Customer has purchased certain products and services from VirTra under the Purchase Order; and Whereas the Customer has directed VirTra to hold and store within its premises the delivery until further notice; and Whereas VirTra shall ship the products FOB destination; and Whereas this Addendum does not operate as an acceptance of goods by the Customer. Now therefore, the parties agree that VirTra has met its delivery obligations under the terms of sale upon meeting the following condition: VirTra shall provide to Customer photographs documenting that the Purchase Order is ready for shipment. An email from Buyer citing this section 23 shall be sufficient for the parties to proceed as described herein.

Cianatura fallows

-Signature follows -	
The Buyer agrees that this Agreement shall govern all purchase orders and related transactions. Buyer' document to serve as the purchase order is indicated by (initials).	s intent to have this
Buyer:	
Signature:	
Printed Name:	
Date:	
SELECT PAYMENT METHOD	
Cradit Cardy include contact information only (author)	

Credit Card; include contact information only (subject to limits)

Purchase Order:

Check:

Other (please specify):



## Village of Hampshire

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

# **Agenda Supplement**

TO: President Reid; Board of Trustees

FROM: Mo Khan, Assistant Village Manager for Development

FOR: Village Board Meeting on October 16, 2025

RE: Resolution Approving a Contract with Midwest Fiber Networks for

**Internet Services at the Public Works Facility** 

**Background:** The Village is constructing a new Public Works Facility and internet services need to be provided to the building in order for staff to do its duties. Based on discussions regarding the project it was recommended that a minimum speed of 500 Mb be provided at the facility with 5 IP addresses. Additionally, Village staff was informed that fiber should be brought to the building by January 1, 2026. Based on this information Village staff procured quotes from Comcast Business and Midwest Fiber Networks.

**Analysis:** The following table provides and compares the quotes received by the Village for internet services at the Public Works Facility. Both quotes are for a 60-month term.

Provider	Monthly Base Fee	IP Addresses Fee	Equipment Fee	Monthly Charge	One-Time Set-Up Fee	Days to Delivery of Services*
Comcast Business	\$651	\$30	\$39.95	\$720.95	\$199.95	120 days
Midwest Fiber Network	\$725	\$0	\$0	\$725	\$250	90 days

<sup>\*</sup>Upon signing of contract

Due to the shorter time to bring the fiber network to the building, Village staff is recommending the quote from Midwest Fiber Network. The difference between the two quotes over a 60-month term is \$293.05.

**Recommendation:** For the Village Board to consider a Resolution Approving a Contract with Midwest Fiber Networks for Internet Services at the Public Works Facility.

#### **Attachments:**

1. Comcast Business Quote

2. Midwest Fiber Network Quote

# **COMCAST BUSINESS**

# Hampshire Public Works Proposal



Village of Hampshire- Public Works Requested for Proposal Date: 10/9/25 Jason Koepke Enterprise Account Manager-SLED 312.931.5207

jason\_koepke@comcast.com



# **COMCAST BUSINESS**

# **Price Proposal**

Options	Contract Term	Product	Bandwidth	MRC	Non- Recurring Charge
1	36 Months	Dedicated Internet- Fiber	500Mb	\$952.00	
		Equipment Fee		\$39.95	
		Static IPs	6	\$30.00	
		Installation Fee			\$199.95
,			TOTAL:	\$1,021.95	

2	60 Months	Dedicated Internet- Fiber	500Mb	\$651.00	
		Equipment Fee		\$39.95	
		Static IPs	6	\$30.00	
		Installation Fee			\$199.95
			TOTAL:	\$720.95	

## **Optional Ips**

IPv4 Sub-net Blocks	Usable lps	MRC	NRC
/30	2	\$25.00	\$0.00
/29	6	\$30.00	\$0.00
/28	14	\$35.00	\$0.00
/27	30	\$55.00	\$0.00
/26	62	\$80.00	\$0.00
/25	126	\$105.00	\$0.00
/24	254	\$205.00	\$0.00



# **COMCAST BUSINESS**

## **Optional Comcast Business Ddos Subscription**

Unlimted DDOS Subscription Per Month Per Circuit E-					
EDI Bandwidth	Unlimited MRC				
1 Mbps < 1,000 Mbps	\$400.00				
1 Mbps < 9,000 Mbps	\$600.00				
10,000 Mbps +	\$1,000.00				
Activation Fee	NRC				
Per Circuit	\$500				

## **Optional Comcast Business Managed Router**

Comcast Managed Router per Month per Circuit / NRC is \$550 for each site for all units								
		Model	Equipment Rental	Router Service	Managed Service	Total MRC		
JUNIPER	Small	SRX-320	\$5	\$60	\$45	\$110.00		
	Medium	SRX-345	\$30			\$135.00		
	Large	SRX-1500	\$250			\$355.00		
cisco	Small	ISR 1111 or C-1121	\$5	\$60	\$45	\$110.00		
	Medium	ISR 4331 or C-1161	\$30			\$135.00		
	Large	ISR 4461 or C-	\$295			\$400.00		
	Small – 1 Mbps - 250 Mbps		Medium – Up to 1G		Large – Up to 10G			

Cisco large models have dual power supplies Cisco large models: AC or DC priced the same Juniper large models have single power supply



#### QUOTE



Prepared by: Zak Young Midwest Fiber Networks 6070 N Flint Road Glendale, WI 53209 Phone: 414-839-0057 zyoung@midwestfibernetworks.com

Quote: DIA

Date:10/9/25

To: Customer Name: Village of Hampshire

Contact: Mo Khan

Address: 185 Town Place Road City State: Hampshire, IL Email: mkhan@hampshireil.org

Term	Product	Price
60 Months	Dedicated Fiber Internet Access (DIA) at address:	
	185 Town Place Road, Hampshire, IL 60140	
	500M X 500M (\$25 Discount/Month)	\$725.00/ per month
	1G X 1G	\$850.00/ per month
	IP Addresses - /29 (5 usable)	\$0.00
One-Time Fee		
	One Time Set up Fee	\$250.00
	PRICE IS VALID FOR OCTOBER 2025 ONLY	

MWFN estimated delivery date from contract signing is 90 days.

FCC & WI PSC tax is additional & added to monthly invoice

Locating Facilities on Private Property - Responsibility of the Customer

MWFN shall extend the fiber from the penetration of the external wall to within 50 feet inside of the building.

Any demarcation extension beyond 50 feet shall be the responsibility of the Customer.

Cross-Connect fees not included if connecting to an MWFN POP - Responsibility of customer

This Quote Summary is confidential and may not be disclosed to third parties. It is non-binding unless and until the terms and conditions stated herein are incorporated into a signed order which is thereafter accepted by Midwest Fiber Networks, LLC. This quote will then be replaced by a formal agreement once negotiations are completed.

Authorized Signature	Date

#### RESOLUTION NO. 25-\_\_\_\_

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH MIDWEST FIBER NETWORKS LLC IN THE AMOUNT TO NOT EXCEED \$43,750 ON BEHALF OF THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS

(Public Works Facility Internet Service Provider)

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

WHEREAS, the President of the Village (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring that the Village operates in a safe, efficient, economical and proper manner; and

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

WHEREAS, the Village is constructing a new public works facility to provide services to Village residents; and

WHEREAS, to ensure that the street maintenance division of the Village's department of public works (the "Street Maintenance Division") can carry out its duties, the Village solicited proposals for high-capacity internet service, which may include related storage, installation and equipment (collectively, the "Services"); and

WHEREAS, Midwest Fiber Networks LLC or a related entity ("Midwest Fiber") has offered to provide the Services to the Village in accordance with the terms of a master business services agreement and service order (collectively, the "Agreement"), attached hereto and incorporated herein as Group Exhibit A; and

WHEREAS, to ensure that the Streets Maintenance Division can continue to operate properly and efficiently, to the extent that any additional bidding requirements would apply to the purchase of the Services, the Corporate Authorities hereby waive the same and find that the purchase of the Services is in the best interest of the public; 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 the purchase of the Services in an amount not to exceed Forty-Three Thousand, Seven Hundred Fifty Dollars (\$43,750) in accordance with the terms of the Agreement;

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED THIS DAY OF	, 2025.
AYES/YEAS:	
NAYS/NOES:	
ABSENT:	
ABSTAIN:	
APPROVED THIS DAY OF	, 2025.
	Michael J. Reid, Jr., Village President
ATTEST:	
Karen L. Stuehler, Village Clerk	
Turen 2. Statiner, Thinge Clerk	

Group Exhibit A (Agreement)

STATE OF ILLINOIS COUNTY OF KANE	) ) SS )	
	CLERK'S CERTIFICATE (RESOLUTION)	
Hampshire, Kane and McHen	ertify that I am the duly appointed a ry Counties, Illinois, and I do here and that the attached hereto is a tru	eby certify that I am currently the
MIDWEST FIBER NI \$43,750 ON BEHALF KANE	HORIZING AND APPROVING ETWORKS LLC IN THE AMO OF THE VILLAGE OF HAMP AND MCHENRY, STATE OF It works Facility Internet Service	UNT TO NOT EXCEED SHIRE, COUNTIES OF ILLINOIS
Corporate Authorities, if requi	, 2025, the Board of ired by law) passed and adopted R President on the	esolution No. , which
<del>_</del>	my official capacity, that a quoru the meeting was held in compliance et seq.).	
A copy of such Resolution of the Village Clerk.	ution was available for public insp	ection upon request in the office
DATED at Hampshire, Illinois	s, thisday of	, 2025.
Karen L. Stuehler, Village Cle Village of Hampshire	_ erk	
(Seal)		

#### AGENDA SUPPLEMENT

TO: President Reid and Village Board

FROM: Lori Lyons, Finance Director

FOR: October 16, 2025 Village Board Meeting

**RE:** Motion Approving Payment to Lamp Construction for the Public Works

**Building** 

**Background.** The Village entered into a Design-Build Contract with Lamp Construction for the Public Works Facility with a Guaranteed Maximum Price of \$14,019,429.00.

#### Analysis.

Total Completed to Date:

Retainage

Less Prior Payments

Current Payment Due

\$ 6,612452

(347,453)

(5,154,877)

1,110,122

Detailed completion data follows this agenda supplement.

**Recommendation.** Staff recommends approval of a motion authorizing payment to Lamp Construction in the amount of \$1,110,122.



#### Application and Certificate for Payment

#### TO OWNER:

Village of Hampshire 234 S. State Street, PO Box 457 Hampshire, Illinois 60140-0457

#### FROM CONTRACTOR:

Lamp Inc 460 N Grove Ave Elain, Illinois 60120

#### PROJECT:

Village of Hampshire New Public Works Facility SOUTH SIDE OF TOWN PLACE ROAD WEST OF NORTH

Hampshire, Illinois 60140, Kane County

#### **VIA ARCHITECT:**

Kluber Architects + Engineers 41 W Benton Street Aurora, Illinois 60506

**APPLICATION NO: 6 PERIOD TO:** 09/30/25

CONTRACT FOR: 2316848 - Construction Manager

CONTRACT DATE: 04/01/25 **PROJECT NOS: 2316848** 

<u> Diotribution</u>	<u> </u>
OWNER	
ARCHITECT	
CONTRACTOR	
FIELD	
OTHER	П

Distribution to:

#### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703<sup>TM</sup>, is attached

Sheet, AIA Document 0705 , is attached.	
1. ORIGINAL CONTRACT SUM	\$14,019,429.00
2. Net Change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$14,019,429.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$6,612,452.00
5. RETAINAGE:	
a. 5.2% of Completed Work	
(Column D + E on G703) \$	345,032.95
b. 10.0% of Stored Material	
(Column F on G703) \$	2,420.05
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$347,453.00
6. TOTAL EARNED LESS RETAINAGE	\$6,264,999.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$5,154,877.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 1,110,122.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6) \$ 7	7,754,430.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	
Total changes approved in previous months by Owner	\$0.00	\$0.00	
Total approved this Month	\$0.00	\$0.00	
TOTALS	\$0.00	\$0.00	
NET CHANGES by Change Order		\$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Lamp Inc

By:	Greg Boldin	Date: _	October (	04, 2025
•				

State of: Illinois County of: Kane October 04, 2025 Subscribed and sworn to before the this

Notary Public:

My Commission expires: 11/22/27, #826485 State of Illinois, County of Kane

#### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ......\$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.) ARCHITECT: Kluber Architects + Engineers

<sub>Bv:</sub> Cluris	tansen
-----------------------	--------

Date:	October	06.	2025
Date.	OCCODCI	ου,	2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



## $lacksquare{\mathbb{Z}} AIA^{\circ}$ Document G703 $^{\mathsf{TM}}$ – 1992

#### **Continuation Sheet**

AIA Document G702<sup>™</sup>-1992, Application and Certificate for Payment, or G732<sup>™</sup>-2009,

Application and Certificate for Payment, Construction Manager as Adviser Edition,

containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

**APPLICATION NO.:** 6 **APPLICATION DATE: 09/24/25** 

**PERIOD TO:** 09/30/25

**ARCHITECT'S PROJECT NO: 2316848** 

A	В	С	D	E	F	G		Н	I
			WORK COMPLETED		MATERIALS	TOTAL			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
000	Lamp Inc: Construction Manager	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
105	03A-1 Building Concrete TOR Construction Co, Inc.	1,206,900.00	742,929.00	80,000.00	0.00	822,929.00	68.2%	383,971.00	41,147.00
110	03B-1 Precast Concrete Dukane Precast	990,000.00	962,500.00	7,500.00	0.00	970,000.00	98.0%	20,000.00	48,500.00
115	04A-1 Masonry G.C. Masonry Inc.	282,318.00	2,100.00	46,200.00	0.00	48,300.00	17.1%	234,018.00	4,830.00
120	05A-1 Structural Steel McKinney Steel & Sales, Inc.	619,249.00	538,849.00	0.00	0.00	538,849.00	87.0%	80,400.00	26,942.00
125	06A-1 General Trades Manusos General Contracting, Inc.	846,012.00	41,029.00	725.00	4,050.00	45,804.00	5.4%	800,208.00	4,581.00
130	07A-1 Roofing Weatherguard Roofing	559,965.00	280,501.00	38,300.00	0.00	318,801.00	56.9%	241,164.00	15,940.00
135	08B-1 Aluminum, Glass, & Glazing Reliant Contract Glass, Inc.	131,555.00	38,560.00	6,950.00	20,150.00	65,660.00	49.9%	65,895.00	6,566.00
140	09A-1 Drywall Heitkotter, Inc.	353,490.00	0.00	156,325.00	0.00	156,325.00	44.2%	197,165.00	15,633.00
145	09D-1 Acoustical Ceiling Alpine Acoustics	34,350.00	0.00	0.00	0.00	0.00	0.0%	34,350.00	0.00
150	09F-1 Flooring Boss Carpet One	157,172.00	0.00	0.00	0.00	0.00	0.0%	157,172.00	0.00
155	09G-1 Painting K&J Painting	158,322.00	0.00	41,822.00	0.00	41,822.00	26.4%	116,500.00	4,182.00
160	11A-1 Vehicle Service Equipment Standard Industrial	501,930.00	0.00	0.00	0.00	0.00	0.0%	501,930.00	0.00
165	13A-1 Fabricated Structures Bulk Storage, Inc.	428,160.00	204,423.00	0.00	0.00	204,423.00	47.7%	223,737.00	20,442.00

A	В	С	D	E	F	G		Н	I
			WORK CO	MPLETED	MATERIALS PRESENTLY	TOTAL COMPLETED		BALANCE	RETAINAGE
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	STORED (NOT IN D OR E)	AND STORED TO DATE (D+E+F)	% (G / C)	TO FINISH (C - G)	(IF VARIABLE RATE)
170	21A-1 Fire Protection Absolute Fire Protection	75,520.00	3,105.00	0.00	0.00	3,105.00	4.1%	72,415.00	311.00
175	22A-1 Plumbing Abitua Sewer, Water & Plumbing	416,380.00	138,020.00	48,213.00	0.00	186,233.00	44.7%	230,147.00	18,623.00
180	23A-1 HVAC MG Mechanical Contracting	1,163,428.00	91,923.00	491,229.00	0.00	583,152.00	50.1%	580,276.00	58,317.00
185	26A-1 Electrical Bernardoni Electric	1,001,739.00	219,040.00	79,700.00	0.00	298,740.00	29.8%	702,999.00	29,874.00
190	31A-1 Excavation Kane County Excavating	336,705.00	197,050.00	0.00	0.00	197,050.00	58.5%	139,655.00	19,705.00
191	Soil Remediation Allowance	250,000.00	0.00	0.00	0.00	0.00	0.0%	250,000.00	0.00
195	32A-1 Asphalt Paving Chadwick Contracting	402,538.00	130,951.00	0.00	0.00	130,951.00	32.5%	271,587.00	13,095.00
200	32C-1 Site Concrete Troch-McNeil Paving Co.	151,158.00	0.00	0.00	0.00	0.00	0.0%	151,158.00	0.00
205	32F-1 Landscaping Seasonal Concepts Landsacpe	193,611.00	0.00	0.00	0.00	0.00	0.0%	193,611.00	0.00
210	33A-1 Site Utilities Fox Excavating	432,792.00	375,292.00	0.00	0.00	375,292.00	86.7%	57,500.00	18,765.00
301	Residential Appliance Allowance	7,500.00	0.00	0.00	0.00	0.00	0.0%	7,500.00	0.00
302	Office Furniture Allowance	215,000.00	0.00	0.00	0.00	0.00	0.0%	215,000.00	0.00
303	Computer & IT Equipment Allowance	40,000.00	0.00	0.00	0.00	0.00	0.0%	40,000.00	0.00
304	Phone System Allowance	20,000.00	0.00	0.00	0.00	0.00	0.0%	20,000.00	0.00
305	A/V and Sound Systems Allowance	10,000.00	0.00	0.00	0.00	0.00	0.0%	10,000.00	0.00
306	Security System Allowance	25,000.00	0.00	0.00	0.00	0.00	0.0%	25,000.00	0.00
307	Commissioning Allowance	29,550.00	0.00	0.00	0.00	0.00	0.0%	29,550.00	0.00
308	Construction Testing Allowance	75,000.00	19,650.00	3,220.00	0.00	22,870.00	30.5%	52,130.00	0.00
309	Permit Fees - Building Allowance	33,208.00	0.00	0.00	0.00	0.00	0.0%	33,208.00	0.00
700	Preconstruction	40,000.00	40,000.00	0.00	0.00	40,000.00	100.0%	0.00	0.00

AIA Document G703<sup>TM</sup>– 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

A	В	С	D	E	F	G		Н	I
	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS	TOTAL			
ITEM NO.			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
701	General Conditions (Supervision)	412,950.00	163,200.00	49,950.00	0.00	213,150.00	51.6%	199,800.00	0.00
702	Project General Conditions	221,900.00	36,700.00	22,400.00	0.00	59,100.00	26.6%	162,800.00	0.00
703	CM Fee 2.5% + OH&P on CO's 5%	293,381.00	105,646.00	27,498.00	0.00	133,144.00	45.4%	160,237.00	0.00
704	General Liability Insurance	121,693.00	121,693.00	0.00	0.00	121,693.00	100.0%	0.00	0.00
705	Builders Risk Insurance	9,365.00	9,365.00	0.00	0.00	9,365.00	100.0%	0.00	0.00
706	Performance Bond	130,201.00	130,201.00	0.00	0.00	130,201.00	100.0%	0.00	0.00
800	Contingency	576,751.00	0.00	0.00	0.00	0.00	0.0%	576,751.00	0.00
801	Owner Costs/Reimbursables (testing, insepctions, commissioning, utilities, etc)	100,000.00	12,353.00	3,220.00	0.00	15,573.00	15.6%	84,427.00	0.00
900	Architectural/Engineering Fees	960,386.00	851,475.00	27,160.00	0.00	878,635.00	91.5%	81,751.00	0.00
901	Architectural/Engineering Reimbursables	4,250.00	1,119.00	166.00	0.00	1,285.00	30.2%	2,965.00	0.00
	GRAND TOTAL	\$14,019,429.00	\$5,457,674.00	\$1,130,578.00	\$24,200.00	\$6,612,452.00	47.2%	\$7,406,977.00	\$347,453.00



### Village of Hampshire

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

### **Agenda Supplement**

TO: President Reid; Board of Trustees

FROM: Mo Khan, Assistant Village Manager for Development

FOR: Village Board Meeting on October 16, 2025

RE: Motion to Approve Change Order to Schroeder Asphalt Services

**Quote for West Jefferson Avenue Roadway Improvements** 

**Background:** The Village Board passed Resolution 25-32 that waived formal bidding requirements and accepted the quote from Schroeder Asphalt Services for certain roadway improvements to Jake Ln., Jackson Ave., Highland Ave., Madison Ave., West Jefferson Ave., and the gravel alley behind Grace Street.

Schroeder Asphalt Services begin the work the week of October 6, 2025. After removing all layers of asphalt on West Jefferson Ave. it was found that two large areas require undercuts.

**Analysis:** The following provides the original quote amount from Schroeder Asphalt Services for West Jefferson Ave., the Change Order amount, and new total amount. The funding for the Change Order will come out of Public Use Impact fees, which are designated for use for Streets, Police, and Village Hall.

Original Contract	\$39,369.50			
Change Order	\$29,229.00			
New Total	\$68,598.50			

**Recommendation:** For the Village Board to consider a Resolution Approving Change Order to Schroeder Asphalt Services Quote for West Jefferson Ave. Roadway Improvements in the Amount of \$29,229.

#### **Attachments:**

1. Schroeder Asphalt Services - Change Order Quote

### **COR - JEFFERSON ST**



Quote To:

VILLAGE OF HAMPSHIRE

Job Name:

JEFFERSON ST

Date of Plans:

Proposal #

P25313

Estimator:

KYLE JOUSTRA

Fax: Contact

Phone:

Date:

10/10/25

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	UNDERCUTS ON JEFFERSON				
10	12" UNDERCUTS	151.00	CY	169.00	25,519.00
20	FABRIC	452.00	SY	5.00	2,260.00
	TOTAL FOR UNDERCUTS				27,779.00
	PAVEMENT MARKING				
30	PAVEMENT MARKING (SINGLE COAT WHITE PAINT)	1.00	LS	1,450.00	1,450.00
	TOTAL FOR PAVEMENT MARKING				1,450.00

#### NOTES:

UNDERCUTS BASED ON REMOVAL OF 12" UNSUITABLE MATERIAL AND REPLACED WITH 8" CS01/CA1 AND CAPPED WITH 4" CA6/CM06

#### **RESOLUTION NO. 25-**

A RESOLUTION APPROVING A CHANGE ORDER TO QUOTE FROM SCHROEDER ASPHALT SERVICES, INC. FOR JEFFERSON AVENUE IMPROVEMENTS IN THE AMOUNT OF \$29,229 ON BEHALF OF 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 (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring that the Village operates in a safe, efficient, economical and proper manner; and

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

**WHEREAS,** the Village Board approved Resolution 25-32, which approved a resolution accepting a quote from Schroeder Asphalt Services, Inc. or a related entity ("Shroeder Asphalt") for roadway improvements to certain Village streets, including West Jefferson Avenue; and

WHEREAS, Schroeder Asphalt began construction work on West Jefferson Avenue and after removing all asphalt layers on West Jefferson Avenue, it was determined two areas of the street require undercutting; and

WHEREAS, Schroeder Asphalt submitted a change order quote (the "Change Order Quote"), attached hereto and incorporated herein as Exhibit A, to the Village in the amount of \$29,229 to provide said undercutting and pavement marking services;; and

WHEREAS, the Corporate Authorities have determined that: (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was

signed; (2) the change is germane to the original contract as signed; and/or (3) the change order is in the best interest of the Village and is authorized by law; 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 the Change Order Quote.

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 change order in accordance with the Change Order Quote and authorize the President or his designee to execute and enter into all necessary documents to effectuate the intent. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village is authorized to allocate, spend and/or receive all necessary funds to fulfill the requirements of the Change Order Quote and this Resolution.

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

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

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

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

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

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

ADOPTED THIS DAY OF	, 2025.
AYES/YEAS:	
NAYS/NOES:	
ABSENT:	
ABSTAIN:	
APPROVED THIS DAY OF	, 2025.
	Michael J. Reid, Jr., Village President
ATTEST:	
Karen L. Stuehler, Village Clerk	

Exhibit A (Change Order Quote)

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 APPROVING A CHANGE ORDER TO QUOTE FROM SCHROEDER ASPHALT SERVICES, INC. FOR JEFFERSON AVENUE IMPROVEMENTS IN THE AMOUNT OF \$29,229 ON BEHALF OF THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS						
I certify that on, 2025, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law) passed and adopted Resolution No, which was approved by the Village President on the day of, 2025.						
I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, et seq.).						
A copy of such Resolution was available for public inspection upon request in the office of the Village Clerk.						
DATED at Hampshire, Illinois, thisday of, 2025.						
Karen L. Stuehler, Village Clerk Village of Hampshire						
(Seal)						



## HAMPSHIRE POLICE DEPARTMENT MONTHLY REPORT

October 2025 Chief Doug Pann

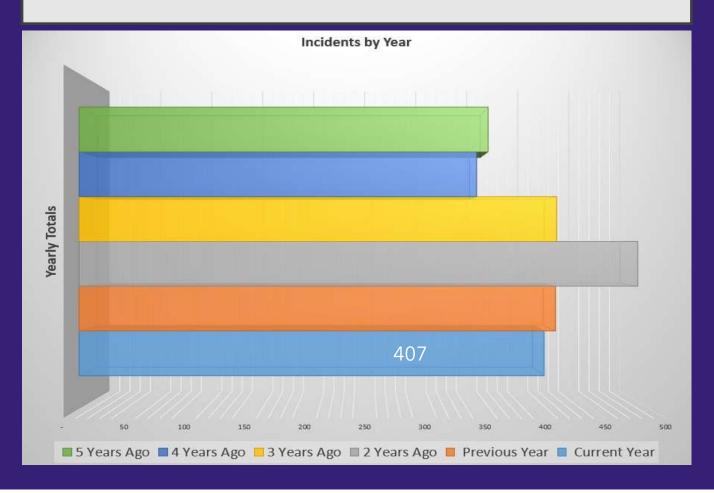




riampsime ronce	Depa	ii ciiic		OI CC	ага	
	Aug-25					
	OFFENSES	20	20	30	50	
	Previous Month	Current Month	% Change	YTD	YTD '24	YTD '23
Group A Offenses	N/A	N/A	N/A	8	55	58
All Dispatched Calls for Service	339	355	4.7%	2616	2241	2195
Burglary	0	0	0.0%	3	0	1
Burglary to Motor Vehicle and Theft from Motor Vehicle	3	1	-66.7%	12	3	8
Auto Theft	0	0	0.0%	4	6	2
Theft	5	1	-80.0%	25	19	21
Domestic Violence Cases	0	0	#DIV/0!	27	18	12
Mental Health Calls for Service	5	4	-20.0%	55	29	14
Alarm Responses	15	9	-40.0%	112	109	97
Assists to Neighboring Communities / KCSO	22	10	-54.5%	185	210	160
	ACTIVITY	8		W	8	
	Previous Month	Current Month	% Change	YTD		
# Traffic Stops	84	54	-35.7%	866		
# Traffic Tickets	58	46	-20.7%	572		
# Traffic Warnings	56	35	-37.5%	438		
# Parking Tickets	1	6	0.0%	134		

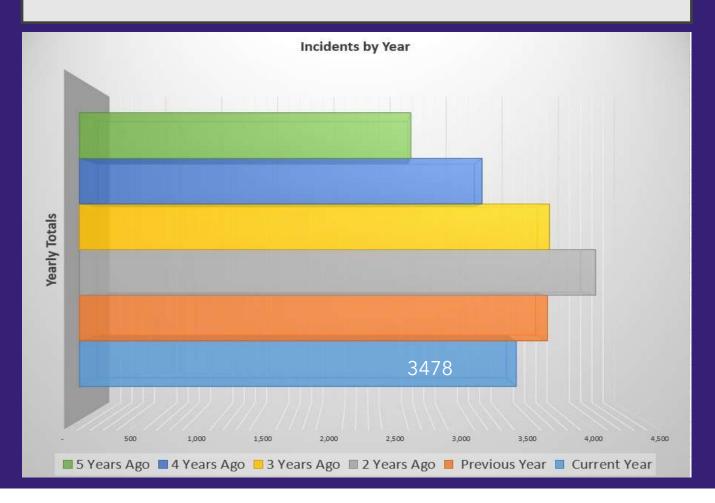
# TOTAL SEPTEMBER CALLS FOR SERVICE - 5 YEAR COMPARISON





# TOTAL YEAR TO DATE CALLS FOR SERVICE





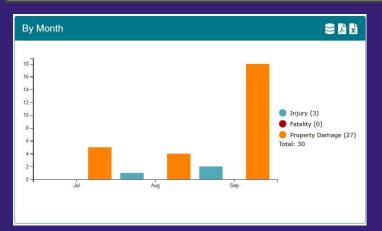
# OFFENSE TRENDS COMPARISON 2024-2025

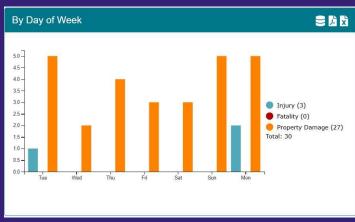


Data Connection Repaired Working to Update Error Files

## 3-MONTH TRAFFIC CRASH DATA









# PROFESSIONAL STANDARDS OVERVIEW









Project	Start Date	Status
Revise and Update Village Emergency Operations Plan with HFPD	02/01/2024	Formed Committee with Fire Department Project on hold waiting for new Admin Rule
ILEAP Accreditation	07/01/2024	Lieutenant Neblock Working Through Process All policies updated All policies linked to accreditation standards Collecting proofs (At least one needed for each policy)
NIBRS Crime Data Reporting Fix		System finally repaired and awaiting trial upload for October





Project	Start Date	Status
Job Offer to 15 <sup>th</sup> Officer		Will start October 13 <sup>th</sup> with January academy date
Two new squads deployed		Complete
Electronic Parking Tickets Project Complete		

# Village of Hampshire Street Department

Monthly Report: September 2025

Fleet Maintenace - Continued maintenance in preparation for up coming winter season.

Large Group Gatherings - Mobile Gaming Bus, Americas First Responders, Home Coming Parade, Outdoor Market and Touch-a-Truck and Crop Walk

# **Fall Storm Sewer Repairs:**

611 and 1015 Prarieview pkwy
608 Woodside dr
4 total on Tang blvd
4 total on Gast rd
5 total on Flannigan rd
600 block of Elm st
561 Whitetail cir

Hazardous Tree Removal - 229 Panama ave, 814 Casey In on Old Mill and 219 Jake In

Sweeper - Swept entire Village
Mowing - SSA's and Right of Ways
Tree Trimming - Various parkway trees

# **Utility Locates**

321 Normal 60 Emergency

# **Work Performed**

Street Light Repair
Sidewalk Grinding
Other Miscellaneous Projects