



Village of Hampshire
Village Board Meeting
Thursday, August 21, 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 August 6, 2025
6. Village Manager's Report
 - a. Motion to Approve Fiscal Year 2024 Annual Audit
 - b. Ordinance Authorizing A First Amendment to a Lease Agreement with Verizon Wireless for the Property at 800 Elm St. (Elm St. Elevated Water Storage Tank)
 - c. Resolution Approving the Expenditure for Lead Service Line Replacement for 152 East South Avenue in the Amount of \$15,114
 - d. Resolution Approving a Professional Services Agreement with Engineering Enterprises, Inc. for Well #13 Rehabilitation Design & Construction Engineering in the Amount of \$29,764
 - e. Motion to Approve Progress Payment to Lamp, Inc. in the Amount of \$1,708,769 for the Public Works Facility Project
 - f. Discussion Regarding Proposed Text Amendments to Chapter 4 – Business Regulations of the Hampshire Municipal Code
7. Staff Reports
 - a. Police Report
 - b. Streets Report
8. Accounts Payable
 - a. A Motion to Approve the August 21, 2025, Accounts Payable to Personnel
 - b. A Motion to Approve the August 21, 2025, Regular Accounts Payable
9. Village Board Committee Reports
 - a. Business Development Commission
 - b. Budget Committee
10. New Business
11. Announcements
12. Executive Session
13. Adjournment

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

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

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



Village of Hampshire
Village Board Meeting Minutes
Special Meeting Time and Date
Wednesday, August 6, 2025 - 6:30 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 6:30 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Wednesday August 6, 2025.

2. Roll Call by Village Clerk, Karen Stuehler

Present: Village President Michael J. Reid Jr., Trustee Jarnebro, Trustee Fodor, Trustee Kelly joined at 6:59 p.m., Trustee Koth, Trustee Pollastrini, Trustee Robinson.

Absent: None.

A Quorum was Established.

Others Present: Village Clerk Karen Stuehler, Chief Pann, Village Attorney James Vasselli, Finance Director Lori Lyons.

3. Pledge of Allegiance

Village President Michael J. Reid Jr. led the Pledge of Allegiance.

4. Motion to Amend Agenda for Public Comments to be moved before Executive Session.

Trustee Fodor moved to Amend the Agenda for Public comments to be moved before Executive Session.

Seconded by: Trustee Jarnebro.

Roll Call Vote:

Ayes: Fodor, Jarnebro, Koth, Pollastrini, Robinson

Nayes: None.

Absent: Kelly.

Abstain: None.

Motion Approved.

5. Public Comments

Amy Rose Ribbon gave a presentation about using natural landscape as opposed to using spray for the mosquito abatement. She spoke about the dangers and the chemicals used currently and the dangers to other animals. She also asked that our website be updated with current information. Amy left a copy of information which is included with the minutes retained at Village Hall.

6. **Motion for 8. b. of the Agenda to be moved before Executive Minutes.**

Trustee Robinson moved to Amend the Agenda for 8. B. to be moved before Executive Minutes.

Seconded by: Trustee Jarnebro.

Roll Call Vote:

Ayes: Fodor, Jarnebro, Koth, Pollastrini, Robinson

Nayes: None.

Absent: Kelly.

Abstain: None.

Motion Approved.

Legal Counsel, Michael Muthleb from Elston Townhomes explained the intent of resubdivision and answered questions that he could from Board members.

7. **Motion to Open Executive Session.**

Trustee Pollastrini moved to Open Executive Session at 6:55 p.m. Recording #25

Seconded by: Trustee Fodor.

Roll Call Vote:

Ayes: Fodor, Jarnebro, Koth, Pollastrini, Robinson

Nayes: None.

Absent: Kelly.

Abstain: None.

Motion Approved.

8. **Motion to Close Executive Session at 7:57 p.m. and return to regular session.**

Trustee Robinson moved to Close Executive Session at 7:57 p.m. and return to regular session.

Seconded by: Trustee Kelly.

Roll Call Vote:

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

Nayes: None.

Absent: None

Abstain: None.

Motion Approved.

9. **A Motion to Approve the Appointment of Village Manager.**

Trustee Koth moved to approve Mary Jo Seehausen as Village Manager.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: Pollastrini.

Absent: None

Abstain: None.

Motion Approved.

10. **A Motion to Approve the Meeting Minutes for July 17, 2025.**

Trustee Jarnebro moved to approve the Meeting Minutes with corrections for July 17, 2025.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: None

Abstain: None.

Motion Approved.

11. **Village Manager's Report**

a. **A Motion to Approve Ordinance 25-24 Approving Variance for Sign Setback & Sign height for 135 West Oak Knoll Drive- Resource Bank.**

Trustee Koth moved to Approve Ordinance 25-24 Approving Variance for Sign Setback & Sign height for 135 West Oak Knoll Drive- Resource Bank.

Seconded by: Trustee Jarnebro.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

b. **A Motion to Approve Resolution 25-31 Approving Final Plats of Resubdivision for DaVinci Drive in Tuscany Woods.**

Trustee Pollastrini moved to Approve Resolution 25-31 Approving Final Plats of Resubdivision for DaVinci in Tuscany Woods.

Seconded by: Trustee Robinson.

Roll Call Vote:

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

Nayes: Koth.

Absent: None.

Abstain: None.

Motion Approved.

c. **A Motion to Approve Resolution 25-33 Approving Final Plats of Resubdivision for Turin Drive in Tuscany Woods.**

Trustee Pollastrini moved to Approve Resolution 25-33 Approving Final Plats of Resubdivision for Turin Drive in Tuscany Woods.

Seconded by: Trustee Jarnebro.

Roll Call Vote:

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

Nayes: Koth.

Absent: None.

Abstain: None.

Motion Approved.

d. **A Motion to Approve Resolution 25-32 Waiving Competitive Bidding Requirements and Accepting the Quote from Schroeder Asphalt Services for Improvements to Certain Village Streets in the Amount of \$242,989.**

Trustee Robinson moved to Approve Resolution 25-32 Waiving Competitive Bidding Requirements and Accepting the Quote from Schroeder Asphalt

Services for Improvements to Certain Village Streets in the Amount of \$242,989.

Seconded by: Trustee Koth.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- e. **A Motion to Approve Ordinance 25-25 Authorizing the Issuance of General Obligation Alternate Revenue Bonds in an Aggregate Principal Amount Not to Exceed \$14,500,000.**

Trustee Robinson moved to Approve Ordinance 25-25 Authorizing the Issuance of General Obligation Alternate Revenue Bonds in an Aggregate Principal Amount Not to Exceed \$14,500,000.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

- f. **Motion to Set the Public Hearing for September 4, 2025 for a Bond Issuance Notification Act Hearing Concerning the Intent of the Board of Trustees to Sell not to Exceed \$14,500,000. General Obligation Alternate Revenue Bonds.**

Trustee Jarnebro moved to Approve Motion to Set the Public Hearing for September 4, 2025 for a Bond Issuance Notification Act Hearing Concerning the Intent of the Board of Trustees to Sell not to Exceed \$14,500,000. General Obligation Alternate Revenue Bonds.

Seconded by: Trustee Robinson.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

12. **Staff Reports**

a. Building Report:

No discussion.

b. Engineering Report:

It was reported that Safe Routes to School is on schedule.

c. Financial Report

No discussion.

13. **Accounts Payable**

a. **A Motion to Indefinitely Table August 6, 2025 Accounts Payable to Personnel.**

Trustee Kelly moved Indefinitely Table August 6, 2025 Accounts Payable to Personnel.

Seconded by: Trustee Fodor.

Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

b. **A Motion to Approve August 6, 2025, Regular Accounts Payable in the amount of \$934,155.08.**

Trustee Robinson moved to Approve August 6, 2025, Regular Accounts Payable in the amount of \$934,155.08.

Seconded by: Trustee Jarnebro.

Roll Call Vote.

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

14. Village Board Committee Reports

- a. Trustee Kelly reported that the next meeting will be August 13, 6:30 p.m.

15. New Business

Trustee Pollastrini inquired about the zoning on property that El Chido is using and was informed it was a temporary use of property.

Trustee Koth reported there is damage to the Rowell Road sign and asked if someone could look at it.

Trustee Kelly asked about the new Community Sign and the problem with not being able to see information on it. It was explained that they are still waiting for power from Com Ed. It will also be looked at to have the sign match the different logos.

16. Announcement

Staging information was given to Board Members for the Parade. Trustee Koth noted that he will be throwing candy.

I pads were handed out to each of the Board members for use and stated that packets would no longer be printed. A training session will follow if needed.

President Reid stated per the request of Kimberly Barton that her e-mail was to be included in the meeting minutes. The e-mail requesting information on the posting of the special board meeting location and her stance of the SSA stance is noted. A full response was sent to Ms. Barton within the legal time of a FOIA request.

Adjournment

Trustee Kelly moved to adjourn at 8:37 p.m.

Seconded by: Trustee Robinson.

All Call Vote.

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.



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 August 21, 2025
RE:	Verizon Wireless Elevated Water Storage Tank Lease - 800 Elm St.

Background: Verizon Wireless is seeking to install cell tower infrastructure on the Village's elevated water storage tank located at 800 Elm St. There is currently other cell tower infrastructure located on the storage tank from other providers. The Village entered into an initial lease agreement with Verizon Wireless in July 2017. The proposed lease agreement will amend portions of the original agreement.

Analysis: The lease agreement amendment will go into effect July 1, 2025 and Verizon Wireless will pay an annual rent fee of \$24,000 to the Village, which will be paid in equal monthly installments. The Village Engineer will review the cell tower infrastructure prior to installation of Verizon Wireless' equipment on the storage tank.

Recommendation: For the Village Board to consider a Resolution Approving an Amendment to the Verizon Wireless Lease Agreement for Cell Tower Infrastructure at the 800 Elm St. Elevated Water Storage Tank.

Attachments:

1. Lease Amendment Agreement
2. Original Lease Agreement

FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

This First Amendment to Water Tower Lease Agreement ("First Amendment") being made this _____ day of _____, 2025, by and between **Village of Hampshire**, with its principal offices located at 234 South State Street, Hampshire, Illinois 60140, hereinafter designated as LESSOR, and **Chicago SMSA Limited Partnership d/b/a Verizon Wireless**, with its offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated as LESSEE.

WHEREAS, LESSOR and LESSEE entered into a Water Tower Lease Agreement dated July 12, 2017 and as recorded on July 17, 2017 at Instrument #2017K036524 (the "Agreement"), with respect to certain space on LESSOR's water tower and a parcel of land for LESSEE's equipment platform located at 800 Elm Street, Hampshire, Kane County, Illinois;

WHEREAS, LESSOR and LESSEE desire to amend the Agreement, in order to modify the Commencement Date, as well as other considerations.

NOW, THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration and intending to be legally bound hereby, LESSOR and LESSEE agree to the following changes and modifications to the Agreement, as previously amended:

1. Paragraph 3(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty Four Thousand and No/100 Dollars (\$24,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to Village Clerk, 234 South State Street, PO Box 457, Hampshire, IL 60140 or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence on July 1, 2026 (the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not be due from LESSEE to LESSOR until thirty (30) days after such written acknowledgement, confirming the Commencement Date, has been signed by each party. LESSOR shall promptly after commencement forward such acknowledgment to

Site Name: IL 72 & Sate St - A
Contract#: 172464
MDG #: 5000345745

LESSEE; and LESSEE shall promptly thereafter sign and return same to LESSOR. LESSOR shall not unduly delay payment of the initial rental payments by its failure to sign and return such acknowledgment; and in any event, payment of the initial rental payment(s) shall be due no later than forty-five (45) days after such acknowledgment has been sent to LESSEE by LESSOR. By way of illustration, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE."

2. Paragraph 25 of the Agreement is modified by updating LESSEE's notice address as follows:

LESSEE: Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920

With a copy to: ilwipropertymanagement@verizon.com

3. In the event of any inconsistency between this First Amendment and the Agreement, this First Amendment shall control.

4. Except as modified by this First Amendment, all other terms and conditions of the Agreement, shall remain in full force and effect.

[remainder of page intentionally left blank; signature page follows]

Site Name: IL 72 & Sate St - A
Contract#: 172464
MDG #: 5000345745

IN WITNESS WHEREOF, the parties have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

The Village of Hampshire

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

**Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
By: Cellco Partnership
Its General Partner**

By:  _____
Name: MICHAEL WALKER
Title: ASSOCIATE DIRECTOR: TECH PROS MGMT
Date: 8-5-2025



2017K036524
SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 7/17/2017 10:28 AM
REC FEE: 53.00 RHSPS FEE: 9.00
PAGES: 9

Prepared by and Upon Recording, Return to:

Sittig Cortese LLC
Joseph A. Cortese, Esquire
437 Grant Street
Frick Building, Suite 1500
Pittsburgh, PA 15219

STATE OF ILLINOIS

COUNTY OF KANE

MEMORANDUM OF WATER TOWER LEASE AGREEMENT

This Memorandum of WATER TOWER LEASE AGREEMENT is dated this 4th day of April, 2017, (date of first signature) and made effective this 12th day of July, 2017, (date of last signature) between the Village of Hampshire, with its principal offices at 234 South State Street, Hampshire, Kane County, Illinois 60140, hereinafter referred to as "LESSOR", and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

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1. LESSOR and LESSEE entered into a Water Tower Lease Agreement (the "Agreement") on July 12, 2017, for an initial term of five (5) years, commencing on the Commencement Date. The Water Tower Lease Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
2. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Water Tower, located at 800 Elm Street, Hampshire, Kane County, Illinois, as shown on the Tax Map of the County of Kane as a portion of Tax PIN: 01-27-107-012, and being part of that real property further described in Document #2000K079810, as recorded in the Office of the Register of Deeds for Kane County, (the entirety of LESSOR's property is referred to hereinafter as the "Property"), a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment platform, together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a fifteen foot (15') wide right-of-way extending from the nearest public right-of-way, Elm Street, to the Land Space; The Tower Space, Land Space, and Right of Way are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises." The Premises are also described as shown on the sketch attached hereto and incorporated herein as Exhibit B. In the event LESSEE or any public utility necessary to LESSEE's purpose is unable to use the Right of Way, the LESSOR hereby agrees to grant a different and effective right-of-way(s) either to the LESSEE or to the public utility for such purpose, at no cost to the LESSEE.
3. The Commencement Date of the Agreement, of which this is a Memorandum, is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date").
4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

The Village of Hampshire



By: [Redacted]
Name: W. J. Maguszen
Its: Village President
Date: 4-4-17

LESSEE:

Chicago SMSA Limited Partnership,
d/b/a Verizon Wireless,
By Celco Partnership, Its General Partner

By: [Redacted]
Name: Larry Rick
Its: Director Engineering Network
Date: 7/12/17

STATE OF ILLINOIS

COUNTY OF KANE

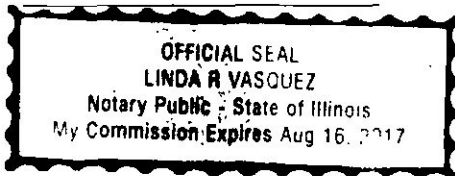
ACKNOWLEDGEMENT

I, Linda R Vasquez, a Notary Public for said County and State, do hereby certify that Jeffrey R. Magnusson personally came before me this day and acknowledged that s/he is the Village President of the Village of Hampshire, and s/he, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** as his/her own act and deed on behalf of the Village of Hampshire.

WITNESS my hand and official Notarial Seal, this 4 day of April, 2017.

Notary Public

My Commission Expires:



STATE OF ILLINOIS

COUNTY OF COOK

ACKNOWLEDGMENT

I, Sharon A. Petrielli, a Notary Public for said County and State, do hereby certify that Larry Rick personally came before me this day and acknowledged that he is the Director Engineering Network of Chicago SMSA Limited Partnership d/b/a Verizon Wireless, By Celco Partnership, Its General Partner and that he, as Director Engineering Network, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** on behalf of Chicago SMSA Limited Partnership d/b/a Verizon Wireless, By Celco Partnership, Its General Partner.

WITNESS my hand and official Notarial Seal, this 12 day of July, 2017.

Notary Public

My Commission Expires:

July 15, 2021



EXHIBIT A

A certain portion of the property described below and located at 800 Elm Street, Hampshire, Kane County, Illinois, as shown on the Tax Map of the County of Kane as a portion of Tax PIN: 01-27-107-012, and being part of that real property further described in Document #2000K079810, as recorded in the Office of the Kane County Recorder.

PARENT TRACT LEGAL DESCRIPTION:

(Deed Document #2000K079810, dated 04/30/1990, Recorded 10/04/2000.)

LOT 1 OF OLD MILL MANOR, UNIT 1, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

LEASE AREA LEGAL DESCRIPTION:

A PARCEL OF LAND FOR LEASE AREA PURPOSES, BEING A PART OF LOT 1 OF OLD MILL MANOR, UNIT 1, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89° 48' 36" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 40.06 FEET; THENCE NORTH 00° 11' 24" WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 29.00 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 03' 45" WEST, PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 20.00 FEET; THENCE NORTH 89° 48' 36" EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 36.00 FEET; THENCE SOUTH 00° 03' 45" EAST, 20.00 FEET; THENCE SOUTH 89° 48' 36" WEST, 36.00 FEET FOR A POINT OF BEGINNING.

SAID PARCEL CONTAINS 720.0 SQUARE FEET.

UTILITY EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF LOT 1 OF OLD MILL MANOR, UNIT 1, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89° 48' 36" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 40.06 FEET; THENCE NORTH 00° 11' 24" WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 29.00 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 03' 45" WEST, PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE NORTH 89° 48' 36" WEST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00° 03' 45" EAST, 10.00 FEET; THENCE NORTH 89° 48' 36" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 300.0 SQUARE FEET.

ACCESS & UTILITY EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR ACCESS & UTILITY EASEMENT PURPOSES, BEING A PART OF LOT 1 OF OLD MILL MANOR, UNIT 1, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

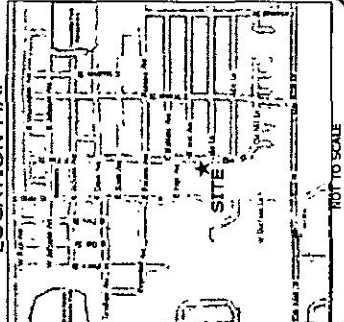
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89° 48' 36" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 40.06 FEET; THENCE NORTH 00° 11' 24" WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 29.00 FEET; THENCE NORTH 00° 03' 45" WEST, PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 20.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 03' 45" WEST, 15.00 FEET; THENCE NORTH 89° 48' 36" EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 56.63 FEET; THENCE NORTH 00° 03' 38" WEST, PARALLEL WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 68.81 FEET; THENCE NORTH 89° 56' 22" EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 30.00 FEET TO SAID EAST LINE OF LOT 1; THENCE SOUTH 00° 03' 38" EAST, ALONG SAID EAST LINE, 15.00 FEET; THENCE SOUTH 89° 56' 22" WEST, 15.00 FEET; THENCE SOUTH 00° 03' 38" EAST, 68.78 FEET; THENCE SOUTH 89° 48' 36" WEST, 71.63 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,331.3 SQUARE FEET.

EXHIBIT B

Unofficial

Light Plot	Property Line
Utility Pole	Fence or Set Monument
Telephone	Measured
Industrial	Recurring
Fence	(10, 50)
Concrete	Document Number
Can Line	DOC. NO.
Building	DOCCOED
Height	Lot Area
P.O.C. Point of Commencement	Access Easement
Point of Beginning	Utility Easement



FASPEMENTS AND SETBACKS SHOWN HEREON ARE BASED ON THE RECORDED SUBDIVISION PLAT UNLESS NOTED OTHERWISE.

THE BUYER/OWNER EXPRESSES NO OPINION AS TO THE ACCURACY OF ANY UNDERGROUND UTILITIES WHEN NOT SHOWN HEREON. IT IS THE BUYER'S RESPONSIBILITY TO OBTAIN FROM THE APPROPRIATE GOVERNMENT AGENCY, MUNICIPALITY AND/OR UTILITY COMPANY ARE CONTACTED FOR VERIFICATION.

THE PERMANENT PARCEL INDEX NUMBER FOR THE PROPERTY ENCLOSED AT THE LEASE SITE AND EASEMENTS HEREON IS 15.01.27.107.012.

THE FLOOD INSURANCE RATE MAP SHOWS THAT THE PROPERTY DESCRIBED HEREON IS FALLING WITHIN ZONE "X," ACCORDING TO THE COMMUNITY PANEL NUMBER 15060312, AND FLOOD ZONE NUMBER 15060312, OF THE 1985 FLOOD INSURANCE RATE MAP FOR COOK COUNTY, ILLINOIS, AND INCORPORATED AREA MAP REVISED AUGUST 3, 2009. ZONE "X" IS AREA DETERMINED TO BE OUTSIDE THE 0.2 % ANNUAL CHANCE FLOODPLAIN.

EASEMENTS AND SERVITUDES SHOWN HEREON ARE BASED UPON A TITLE REPORT ISSUED BY JMC SETTLEMENT SERVICES, AND IDENTIFIED AS ORDER # 151600312, WITH AN



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ASM Consultants, Inc.
16 E Wilson St, Batavia IL 60510
Tel: (630) 879-0200 Fax: (630) 454-3774
advance@advct.com
Professional Design Firm #184-006014 expires 4/30/2010

FOR: **CH** **PH-100**

CHICAGO SIRA LIMITED PARTNERSHIP
1812 W. 4TH AVENUE WHEELERS 1400
CHICAGO, ILLINOIS 60613
PHONE: 847-618-8309 FAX: 847-708-7412

1990L

Chicago SMSA

CHICAGO NAME LIMITED PARTNERSHIP
1815 WOODHURST AVE. SUITE 1400
CHICAGO, ILLINOIS 60606
P-0046; B-001082200; TEL. 312/708-7418



TERRA
Consulting Group, LTD.
500 Bussie Highway
Park Ridge, IL 60068
(847) 698-6400

300 Nov. 23, 1990

Doc. 834832
PIN 01-27-107-007

1 STORY FRAME
RESIDENCE # 760

N. 89° 49' 55" E. 126.64'
(N. 89° 54' 19" E. 126.21')

10' UTILITY EASEMENT
CORNERS 1.9'
SOUTH & 0.6' EAST

FOUND 1" IRON PIPE

(25')

Fire Hydrant

ACCE
DESC
A PAR
PURPO
MANOR
NORTH
NORTH

LOT 1 OF OLD MILL MANOR, UNIT 1, A SUBDIVISION OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 14 NORTH, RANGE 14 WEST, KANE COUNTY, ILLINOIS. DEED DOCUMENT #20000079810. ALSO SEE DEED DOCUMENT #20000079810.

A PARCEL OF LAND FOR ACCESS & UTILITY PURPOSES, BEING A PART OF LOT 1 OF QUINCY MANOR, UNIT 1, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CLATSOP COUNTY, OREGON.

[illegible][illegible]

55

ALL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAS BEEN SHOWN HEREON, BEING COMPLETED IN THE CITY OF CHICAGO, ILLINOIS, IN THE YEAR 1900, IN THE PRESENCE OF THE FOLLOWING SUBSCRIBERS, WHOSE NAMES ARE HEREIN SET FORTH AS WITNESSES TO THE FACT OF THE COMPLETION OF A SURVEY PERFORMED BY ME.

THE MINIMUM TECHNICAL STANDARDS FOR THE
 LAYS SET FORTH BY ILLINOIS STATE LAW.

IN FEET AND DECIMAL PARTS THEREOF.

SEAL AND ATTACHED
MARCH, A.D. 2016.

★ PR

PROFES
ADMIN

CHARLES S. MARSHALL
NATIONAL LAND SURVEYOR NO. 035-3377

USE EXPIRES 11/30/2018

REVISION

FIELD SURVEY COMPLETION DATE: 11/11/2011

ISSUED PRELIMINARY REPORT

STATE STREET

ation No.: 418721
ject No.: 2074114

800 ELM STREET
AMPSHIRE, IL 60140

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING A FIRST AMENDMENT TO A LEASE
AGREEMENT BETWEEN CHICAGO SMSA LIMITED PARTNERSHIP D/B/A
VERIZON WIRELESS AND THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY
COUNTIES, ILLINOIS**

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

THIS ____ DAY OF _____, 2025

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
_____ day of _____, 2025

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE AUTHORIZING A FIRST AMENDMENT TO A LEASE
AGREEMENT BETWEEN CHICAGO SMSA LIMITED PARTNERSHIP D/B/A
VERIZON WIRELESS AND THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY
COUNTIES, ILLINOIS**

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

WHEREAS, 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, Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) provides that the Village has the power to lease real estate for any term not exceeding ninety-nine (99) years; and

WHEREAS, the Village and Chicago SMSA Limited Partnership d/b/a Verizon Wireless (“Verizon”) entered into a water tower lease agreement (the “Lease”) on or about July of 2017 regarding the use of Village property for Verizon’s equipment; and

WHEREAS, the Village and Verizon desire to amend the Lease in accordance with the first amendment to water tower lease agreement (the “First Amendment”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have determined that the property that is subject to the Lease is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the Village and find that it is advisable, necessary and in the best interests of the Village

and its residents to approve and authorize an agreement with terms substantially the same as the First Amendment; and

WHEREAS, this Ordinance was passed by three-fourths (3/4) of the Corporate Authorities holding office;

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

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

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

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

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

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

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

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

[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
(FIRST AMENDMENT)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

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

**AN ORDINANCE AUTHORIZING A FIRST AMENDMENT TO A LEASE
AGREEMENT BETWEEN CHICAGO SMSA LIMITED PARTNERSHIP D/B/A
VERIZON WIRELESS AND THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY
COUNTIES, ILLINOIS**

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

The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on _____, 2025 and continuing for at least ten (10) days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk and online.

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

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

AGENDA SUPPLEMENT

TO: President Reid and Village Board

FROM: Lori Lyons, Finance Director

FOR: August 21, 2025 Village Board Meeting

RE: Resolution accepting the proposal of Stark and Son Trenching for the disconnection of the existing lead water service line and connection of a new water service line at 152 South Avenue

Background. The presence of lead service lines in municipal water systems has become a critical public health concern. In response to growing awareness and regulatory changes, municipalities across the country are adopting proactive policies to address this issue.

Regulatory Context

- The Environmental Protection Agency (EPA) has updated its Lead and Copper Rule (LCR), requiring municipalities to develop inventories of lead service lines and establish replacement plans.

Health and Safety Implications

- Lead contamination in drinking water may pose risks such as developmental delays in children, cardiovascular issues in adults, and other long-term health effects.
- Proactively addressing lead service lines demonstrates the municipality's commitment to safeguarding public health and maintaining trust with residents.

Current Status in Hampshire

- Current assessments have identified 17 service lines in our municipality that contain lead components.
- Water analysis has revealed a home with lead levels nearly 6 times the actionable level of 15 ppb.

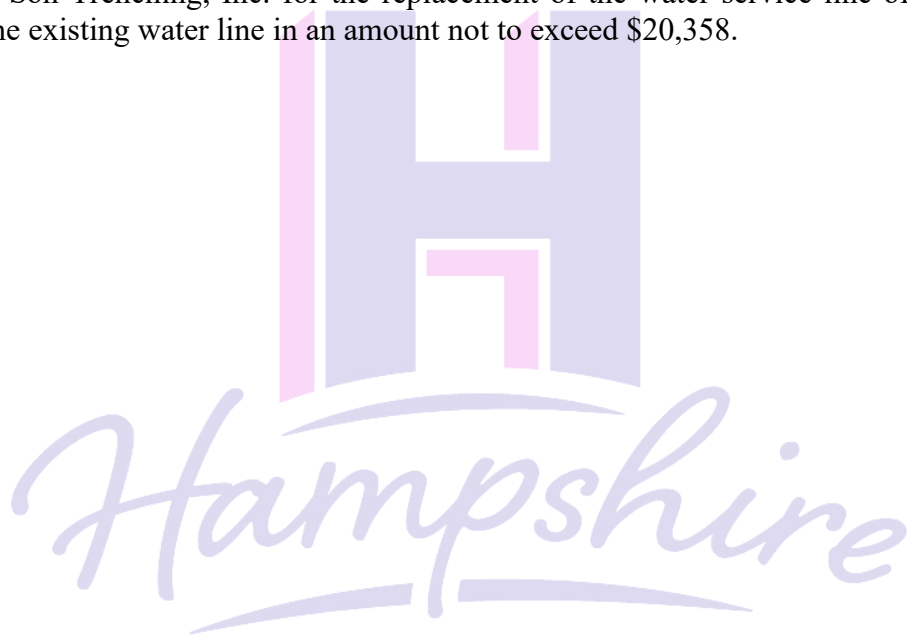
Financial Considerations

- Some Federal and state funding opportunities, such as grants and low-interest loans, are available to support lead service line replacement programs.
- A phased approach to replacement can help manage costs while ensuring compliance with regulatory deadlines.

Analysis. Although the Illinois Lead Service Line Replacement and Notification Act sets a schedule for replacement that has not yet begun, the Village should prioritize the replacement of

this water service line. This situation warrants attention due to the elevated risk of lead exposure which may lead to health problems. Village Staff is bringing forward a proposal to disconnect the current water service and install a new service line at 152 South Avenue for your consideration. The general rule in Illinois is that the Village is responsible for replacing the water service line from the main to the b-box (curb stop), while the property owner is responsible for the line from the b-box to the meter inside the home. Removal of the existing line from the shutoff box to the building is also the homeowner's responsibility. Staff is asking you to consider the resolution that follows this agenda supplement, where the Village would bear the entire cost of replacing the water service line, including both the public and private portions. This deviates from the split-responsibility model and will establish a precedent for the remaining service lines that will require replacement. Should the board authorize this resolution Staff will come back with a Lead Service Line policy providing for compliance with regulations, detailing the distribution of costs as well as expected prioritization for future replacement.

Recommendation. Staff recommends approval of the attached resolution approving the proposal of Stark and Son Trenching, Inc. for the replacement of the water service line of the first and removal of the existing water line in an amount not to exceed \$20,358.



Resolution 25 –XX

**A RESOLUTION ACCEPTING THE PROPOSAL OF
STARK & SON TRENCHING, INC
FOR REPLACING THE WATER SERVICE LINE AND
DISCONNECTING THE EXISTING LEAD WATER SERVICE
AT 152 E. SOUTH AVE
IN THE
VILLAGE OF HAMPSHIRE**

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

WHEREAS the Village of Hampshire is responsible for providing safe drinking water to our residents; and

WHEREAS, the risk of lead exposure from corroding lead drinking water service lines is well documented, and

WHEREAS, through testing, the Village has found the level of lead in the drinking water at 152 South Avenue significantly exceeds the acceptable level set by the Environmental Protection Agency; and

WHEREAS, the Village would like to replace the service line at 152 South Avenue as soon as possible, bearing the total cost of the replacement of the water line from the main to the customer’s meter; and

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 one. The proposal provided by the Stark and Son Trenching, Inc. is hereby approved in the form attached to this Resolution as Exhibit A.

Section two. The Village Manager is hereby authorized to sign the proposal provided by the Vendor for the completion of this project including disconnection of the existing lead water service line and installation of a new 1” HDPE poly water service line in an amount not to exceed \$20,358.

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

ADOPTED THIS 21th day of August 2025, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 21th day of August 2025

Michael J. Reid, Jr.
Village President

ATTEST:

Karen Stuehler
Village Clerk

STARK & SON TRENCHING INC.

We Dig America
45W826 Rohrsen Road
HAMPSHIRE, ILLINOIS 60140

(847) 683-2217

EXHIBIT A
1 of 2

PROPOSAL 20420

TO
Village of Hampshire
Attn: Mark Montgomery
P.O. Box 457
234 S. State St.
Hampshire, IL 60140

PHONE 847-683-2181	DATE 05-14-2025
JOB NAME / LOCATION 152 E. South Ave. Hampshire, IL 60140 New water service	
JOB NUMBER mmontgomery@hampshireil.org	JOB PHONE

We hereby submit specifications and estimates for:

To install a new 1" HDPE poly water service from the existing 6" water main on South Ave. Including:

- One (1) licensed plumber
- 115ft of 1" poly water line with tracer wire
- One (1) 6"X1" tap saddle with pressure connection
- One (1) 1" brass set
- One (1) Minneapolis pattern b-box
- Directional boring from existing home to water main
- Equipment and labor necessary to complete the installation and reconnection inside of home
- Backfill after installation

For a total sum of: fifteen thousand one hundred fourteen and 00/100..... \$15,114.00

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

dollars (\$)

Payment to be made as follows:

Cash or bank payout due upon completion of installation.

Credit cards now accepted, fees may apply 10 days after invoice date.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized
Signature



Note: This proposal may be
withdrawn by us if not accepted within

30

days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____ Page 34 of 96

STARK & SON TRENCHING INC.

We Dig America
 45W826 Rohrsen Road
 HAMPSHIRE, ILLINOIS 60140

(847) 683-2217

PROPOSAL

20419

TO

Village of Hampshire
 Attn: Mark Montgomery
 P.O. Box 457
 234 S. State St.
 Hampshire, IL 60140

PHONE

847-683-2181

DATE

05-14-2025

JOB NAME / LOCATION

152 E. South Ave.
 Hampshire, IL 60140
 Disconnect lead water service

JOB NUMBER

mmontgomery@hampshireil.org

JOB PHONE

We hereby submit specifications and estimates for:

To disconnect the existing lead water service, remove the corporation stop and install stainless steel repair clamp. Backfill after installation.

For a total sum of: five thousand two hundred forty four and 00/100..... \$5,244.00

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

dollars (\$

).

Payment to be made as follows:

Cash or bank payout due upon completion of installation.

Credit cards now accepted, fees may apply 10 days after invoice date.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized
Signature


Note: This proposal may be
 withdrawn by us if not accepted within

30

days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____ Page 35 of 96



To: Village of Hampshire

From: Engineering Enterprises, Inc.

Date: August 14, 2025

Re: Well No. 13 Rehabilitation - Agenda Supplement

EEI Job #: HA2523-V

Background

Well No. 13 is one of the Village's three active wells, which provides water supply. The well was constructed in 2006 and has not been rehabilitated since it was constructed. Rehabilitation for similar wells is recommended every 7-10 years. The Well No. 13 Rehabilitation project is in the budget this FY for a total amount of \$400,000. Staff had planned to perform the rehabilitation in the Winter, during lower water usage. However, the pumping equipment has recently become inoperable. Troubleshooting efforts to date indicate that the issue is likely with the pump and/or motor. This equipment is set 735-feet below grade and requires a specialized Well Contractor to remove the equipment and perform maintenance/repairs.

The Village has asked EEI to assist with preparation of a Project Manual for bidding and contracting this work, as well as assisting with construction supervision. EEI has significant experience on similar projects, typically performing design and construction engineering services on 10-15 Well Rehabilitation projects annually. EEI plans to have the project bid and awarded by early October, in order to expedite the schedule and get the well back online as quickly as possible.

**Agreement for Professional Services
Well No. 13 Rehabilitation
Village of Hampshire, Kane County, IL**

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment B. Services to be provided include Engineering Services for the Village's Well No. 13 Rehabilitation.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

Engineer shall receive as compensation for all work and services to be performed herein an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Engineering will be paid for monthly based on the percentage of the project that is complete, and will be paid for as a Fixed Fee (FF) in the amount of \$29,764. The hourly rates for this project are shown in Attachment E. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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



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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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



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

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

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

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

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

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



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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Anticipated Project Schedule

Attachment E: 2025 Standard Schedule of Charges

L. Notices:

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



For the Village:

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

For the Contractor:

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

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

Agreed to this ____ day of _____, 2025.

Village of Hampshire:

Engineering Enterprises, Inc.:

Jay Hedges
Village Manager

Stephen T. Dennison, P.E.
Vice President

Karen Stuehler
Village Clerk

Tim Paulson, P.E.
Village Engineer



STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



Well No. 13 Rehabilitation Village of Hampshire, IL

Attachment B – Scope of Services

DESIGN ENGINEERING

1.1 Project Management and Administration

- Management of Personnel and the Engineering Contract
- Budget Tracking
- Updates at Internal Meetings
- Coordination with Village

1.2 Prepare Project Manual

- Preparation of 100% Project Manual. Project Manual Shall Include Bidding Documents with Base Bid Schedule, General Conditions, Well Schematic, Special Provisions, and Exhibits and Appendices
- Internal QA/QC

1.3 Prepare Engineer's Opinion of Probable Construction Cost

- Preparation of Engineer's Opinion of Probable Construction Cost

1.4 Bidding and Contracting

- Respond to Contractor's Questions and Prepare Addenda
- Attend Bid Opening
- Prepare Bid Tab and Coordinate with Village on Award Recommendation
- Execute Contract Documents

CONSTRUCTION ENGINEERING

2.1 Contract Administration

- Coordination with Village and Contractor on Construction Details, Schedule, and Status
- Review and Respond to RFIs
- Correspondence Regarding Well Rehabilitation Recommendations and Observations
- Review and Process Contractor's Pay Applications (Maximum of 5) and Final Change Order (Maximum of 1)

2.2 Observation and Documentation

- Part-Time Onsite Observation and Documentation During Removal and Reinstallation of Pumping Equipment, and Startup and Testing of the Well
- Site Visit to Contractor's Shop to Inspect and Review Equipment and Discuss Rehabilitation Options
- Review Televising Survey of the Well



EXCLUSIONS

- Excludes any sampling or testing
- Excludes Project Meetings
- Excludes any Village Board Meeting attendance or presentations.
- Excludes IEPA Construction Permit Application, which is not required based on EEL's understanding of the scope. An IEPA construction Permit is only required if changing the depth of setting or design pumping rate and conditions, which are all intended to remain unchanged.

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



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

CLIENT				PROJECT NUMBER	
Village of Hampshire				HA2523-V	
PROJECT TITLE				DATE	PREPARED BY
Well No. 13 Rehabilitation				8/14/25	ZAS, STD

TASK NO.	TASK DESCRIPTION	ROLE	P	SPM	PM	PE	SPT2	ST	ADMIN	HOURS	COST
		PERSON									
		RATE	\$241	\$234	\$210	\$168	\$175	\$140	\$72		
DESIGN ENGINEERING											
1.1	Project Management and Administration		2	-	-	-	-	-	-	2	\$ 482
1.2	Prepare Project Manual		8	-	-	24	-	-	-	32	\$ 5,960
1.3	Prepare Engineer's Opinion of Probable Construction Cost		2	-	-	4	-	-	-	6	\$ 1,154
1.4	Bidding and Contracting		8	-	-	12	-	-	-	20	\$ 3,944
Design Engineering Subtotal:			20	-	-	40	-	-	-	60	\$ 11,540
CONSTRUCTION ENGINEERING											
2.1	Contract Administration		12	-	-	32	-	-	2	46	\$ 8,412
2.2	Observation and Documentation		12	-	-	40	-	-	-	52	\$ 9,612
Construction Engineering Subtotal:			24	-	-	72	-	-	2	98	\$ 18,024
PROJECT TOTAL:			44	-	-	112	-	-	2	158	29,564

EEI STAFF

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

DIRECT EXPENSES

Printing/Scanning =	\$	50
Mileage =	\$	150
DIRECT EXPENSES = \$ 200		

LABOR SUMMARY

EEI Labor Expenses =	\$	29,564
TOTAL LABOR EXPENSES \$ 29,564		

TOTAL COSTS	\$ 29,764
--------------------	------------------



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT										PROJECT NUMBER					
Village of Hampshire										HA2523-V					
PROJECT TITLE										DATE		PREPARED BY			
Well No. 13 Rehabilitation										8/14/25		ZAS, STD			
TASK NO.	TASK DESCRIPTION														
		2025					2026								
		AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY		
DESIGN ENGINEERING															
1.1	Project Management and Administration														
1.2	Prepare Project Manual														
1.3	Prepare Engineer's Opinion of Probable Construction Cost														
1.4	Bidding and Contracting														
CONSTRUCTION ENGINEERING															
2.1	Contract Administration														
2.2	Observation and Documentation														

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



Engineering Enterprises, Inc.

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

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

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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

VILLAGE OF HAMPSHIRE

RESOLUTION NO. 25-_____

**A RESOLUTION AUTHORIZING AND APPROVING A LOCAL PUBLIC AGENCY AGREEMENT ON BEHALF OF THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS
(Well No. 13 Rehabilitation – Design & Construction Engineering 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 furthering the growth of the Village and protecting the health, safety and welfare of the residents of the Village; and

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

WHEREAS, the Village has budgeted \$400,000 for Fiscal Year 2026 for the rehabilitation for Well No. 13 (the “Project”); and

WHEREAS, recently Well No. 13 has become inoperable and troubleshooting efforts indicate the issue is like with the pump and/or motor; and

WHEREAS, in connection with the Project it is necessary for the Village to enter into a local public agency engineering services agreement (the “Agreement”) in the Amount of \$29,764, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Engineering Enterprises, Inc. is the prime consultant for this Project and has agreed to provide or be responsible for the performance of the engineering services in connection with the Project (the “Services”) in accordance with the terms of the Agreement; and

VILLAGE OF HAMPSHIRE

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

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

WHEREAS, to the extent applicable, the Village may and does waive Sections 4, 5, and 6 of the Act; and

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

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

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

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

VILLAGE OF HAMPSHIRE

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]

VILLAGE OF HAMPSHIRE

ADOPTED THIS ____ DAY OF _____, 2025.

AYES/YEAS: _____

NAYS/NOES: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS ____ DAY OF _____, 2025.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

VILLAGE OF HAMPSHIRE

Exhibit A **(Agreement)**

VILLAGE OF HAMPSHIRE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE
(RESOLUTION)

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

**A RESOLUTION AUTHORIZING AND APPROVING A LOCAL PUBLIC AGENCY
AGREEMENT ON BEHALF OF THE VILLAGE OF HAMPSHIRE, COUNTIES OF
KANE AND MCHENRY, STATE OF ILLINOIS
(Well No. 13 Rehabilitation – Design & Construction Engineering 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, this _____ day of _____, 2025.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

AGENDA SUPPLEMENT

TO: President Reid and Village Board

FROM: Lori Lyons, Finance Director

FOR: August 21, 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:	\$ 3,886,016
Retainage	(251,237)
Less Prior Payments	<u>(1,925,010)</u>
Current Payment Due	\$ <u>1,708,769</u>

Detailed completion data follows this agenda supplement.

Recommendation. Staff recommends approval of a motion authorizing payment to Lamp Construction in the amount of \$1,708,769.

AIA[®]

Document G702TM – 1992

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
Elgin, Illinois 60120

PROJECT:
Village of Hampshire New Public Works Facility
SOUTH SIDE OF TOWN PLACE ROAD WEST OF NORTH
STATE STREET
Hampshire, Illinois 60140, Kane County

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

APPLICATION NO: 4
PERIOD TO: 07/31/25
CONTRACT FOR: 2316848 - Construction Manager
CONTRACT DATE: 04/01/25
PROJECT NOS: 2316848

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703TM, 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)

\$ 3,886,016.00

5. RETAINAGE:

a. 6.4% of Completed Work

(Column D + E on G703)

\$ 249,327.00

b. 10.0% of Stored Material

(Column F on G703)

\$ 1,910.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$ 251,237.00

6. TOTAL EARNED LESS RETAINAGE

\$ 3,634,779.00

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

\$ 1,925,010.00

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

\$ 1,709,769.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$ 10,384,650.00

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: 

Date: August 08, 2025

State of: Illinois

County of: Kane

Subscribed and sworn to before me this August 08, 2025

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 \$ 1,709,769.00

(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

By: 

Date: August 08, 2025

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.



AIA Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–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.: 4

APPLICATION DATE: 07/28/25

PERIOD TO: 07/31/25

ARCHITECT'S PROJECT NO: 2316848

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	426,174.00	0.00	0.00	426,174.00	35.3%	780,726.00	42,617.00
110	03B-1 Precast Concrete Dukane Precast	990,000.00	51,200.00	878,600.00	0.00	929,800.00	93.9%	60,200.00	92,980.00
115	04A-1 Masonry G.C. Masonry Inc.	282,318.00	2,100.00	0.00	0.00	2,100.00	0.7%	280,218.00	210.00
120	05A-1 Structural Steel McKinney Steel & Sales, Inc.	619,249.00	0.00	357,161.00	0.00	357,161.00	57.7%	262,088.00	35,717.00
125	06A-1 General Trades Manusos General Contracting, Inc.	846,012.00	9,115.00	19,199.00	0.00	28,314.00	3.3%	817,698.00	2,831.00
130	07A-1 Roofing Weatherguard Roofing	559,965.00	2,000.00	0.00	0.00	2,000.00	0.4%	557,965.00	201.00
135	08B-1 Aluminum, Glass, & Glazing Reliant Contract Glass, Inc.	131,555.00	0.00	0.00	0.00	0.00	0.0%	131,555.00	0.00
140	09A-1 Drywall Heitkotter, Inc.	353,490.00	0.00	0.00	0.00	0.00	0.0%	353,490.00	0.00
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	0.00	0.00	0.00	0.0%	158,322.00	0.00
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	4,800.00	0.00	0.00	4,800.00	1.1%	423,360.00	480.00

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	12,468.00	29,003.00	0.00	41,471.00	10.0%	374,909.00	4,147.00
180	23A-1 HVAC MG Mechanical Contracting	1,163,428.00	19,102.00	36,813.00	0.00	55,915.00	4.8%	1,107,513.00	5,592.00
185	26A-1 Electrical Bernardoni Electric	1,001,739.00	79,120.00	42,720.00	19,100.00	140,940.00	14.1%	860,799.00	14,094.00
190	31A-1 Excavation Kane County Excavating	336,705.00	0.00	138,050.00	0.00	138,050.00	41.0%	198,655.00	13,805.00
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	88,548.00	0.00	0.00	88,548.00	22.0%	313,990.00	8,855.00
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	426,822.00	82,972.00	211,000.00	0.00	293,972.00	68.9%	132,850.00	29,397.00
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	0.00	0.00	19,650.00	26.2%	55,350.00	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

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
701	General Conditions (Supervision)	412,950.00	80,000.00	47,600.00	0.00	127,600.00	30.9%	285,350.00	0.00
702	Project General Conditions	221,900.00	7,700.00	13,500.00	0.00	21,200.00	9.6%	200,700.00	0.00
703	CM Fee 2.5% + OH&P on CO's 5%	293,084.00	23,201.00	44,819.00	0.00	68,020.00	23.2%	225,064.00	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	583,018.00	0.00	0.00	0.00	0.00	0.0%	583,018.00	0.00
801	Owner Costs/Reimbursables (testing, inspections, commissioning, utilities, etc)	100,000.00	3,783.00	8,570.00	0.00	12,353.00	12.4%	87,647.00	0.00
900	Architectural/Engineering Fees	960,386.00	785,730.00	36,800.00	0.00	822,530.00	85.6%	137,856.00	0.00
901	Architectural/Engineering Reimbursables	4,250.00	1,054.00	0.00	0.00	1,054.00	24.8%	3,196.00	0.00
	GRAND TOTAL	\$14,019,429.00	\$2,003,081.00	\$1,863,835.00	\$19,100.00	\$3,886,016.00	27.7%	\$10,133,413.00	\$251,237.00



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 Karen Stuehler, Village Clerk
FOR:	Village Board Meeting on August 21, 2025
RE:	Discussion Regarding Proposed Text Amendments to Chapter 4 - Business Regulations of the Hampshire Municipal Code

Background: Village staff routinely reviews the Municipal Code to ensure it is updated to current regulations and laws. It is also reviewed for code sections that are no longer utilized for one reason or another. Village staff reviewed Chapter 4 - Business Regulations and are proposing certain text amendments and are bringing it forward to the Village Board for preliminary discussion before moving forward with a formal text amendment request.

Analysis: Chapter 4 - Business Regulations of the Hampshire Municipal Code provides regulations, rules, and requirements for various different types of business/activity licenses and registrations. Generally, the proposed text amendments are as follows:

1. Eliminate licenses/registrations that the Village does not issue by practice
2. Clarify the dates of when certain licenses/registrations are valid from and to
3. Remove the fees for licenses/registrations from the Municipal Code and create a Fee Schedule that would be adopted by the Village Board from time to time

Recommendation: For the Village Board to consider discussing the proposed text amendments and to provide direction to Village staff on how to proceed.

Attachments:

1. Proposed Red-Line Text Amendments

ARTICLE II
LICENSED REFUSE AND RECYCLING CONTRACTORS

SECTION:

4-2-1: Licenses

4-2-2: Application And Selection

4-2-3: Regulations

4-2-4: Revocation

4-2-5: Penalty

4-2-1: LICENSES:

A. The president and village board of trustees shall annually issue licenses to commercial refuse and recycling collection contractors for the purpose of allowing said contractors to enter into private contracts for the collection of commercial trash, refuse and recycling within the village limits.

B. The president and board of trustees shall annually issue one license to a residential refuse and recycling collection contractor for the collection of trash, refuse and recycling from residences within the village limits. (Ord. 08-16, 4-17-2008)

4-2-2: APPLICATION AND SELECTION:

~~B. —A.~~ All applications for said refuse and recycling collection licenses shall be submitted on forms prepared by the village and accompanied by the license fee no later than the first Mondaythird Thursday of April of each year. The license shall be in effect from May 1st through April 30th of each year and shall be renewed annually.

~~B. —1.~~ The annual fee for a residential refuse and recycling collection license shall be established from time to time by the board of trustees.

2. The annual fee for a commercial refuse and recycling collection license shall be established from time to time by the board of trustees.

B. All said applications submitted and not accepted shall be returned with license fee deposit to the applicant, not later than ten (10) days subsequent to said second regular village board meeting in April. (Ord. 08-16, 4-17-2008)

4-2-3: REGULATIONS:

A. All applicants for a refuse and recycling collection license shall comply with the following regulations:

1. Enclosed, leakproof, packer type disposal trucks shall be exclusively used.

2. Pick up shall be from customer's approved trash and recycling barrels and containers located not more than twenty feet (20') from truck accessway, and pick up shall not commence prior to six o'clock (6:00) A.M.

3. General liability and motor vehicle insurances shall be required with limits of not less than five hundred thousand dollars (\$500,000.00) ~~to one million dollars (\$1,000,000.00)~~ on personnel, equipment, and operations, and the contractor shall further provide property damage insurance in a minimum amount of one hundred thousand dollars (\$100,000.00) and workers' compensation and occupational disease insurance in amounts meeting minimum requirements for the state.

a. Certificates evidencing such insurance shall be delivered to the village clerk before any license shall be issued.~~work is commenced within the village by a licensee under this article.~~

b. All such policies of insurance shall require that in the event of cancellation, the village clerk be notified within ten (10) days of such action. (Ord. 08-16, 4-17-2008)

4-2-4: REVOCATION:

In the event a duly licensed refuse and recycling contractor violates any of the provisions of this article, or any federal, state or local laws, the village shall have the right, in addition to enforcing criminal penalties against such firm, to revoke the license of said contractor on thirty (30) days' written notice of said violation. In such case, no refund of the license fee shall be provided. (Ord. 08-16, 4-17-2008)

4-2-5: PENALTY:

Any person, firm or corporation violating any provision of this article shall be fined not less than twenty five dollars (\$25.00) nor more than five hundred dollars (\$500.00) for each offense, and the election to pursue any such penalties shall not affect any other rights or remedies of the village hereunder. Each day that any offense shall continue shall constitute a separate offense. (Ord. 86-5, 6-5-1986)

ARTICLE III
SOLICITORS

SECTION:

4-3-1: Definition

4-3-2: Exemption From Definition

4-3-3: Prohibited Conduct

4-3-4: Penalty

4-3-1: DEFINITION:

"Person" shall mean any individual, corporation, company, foundation, association, labor organization, partnership, society, joint stock company, group of organizations, firm or business entity.

"Solicitor" shall mean any person who, for itself, himself or herself or by its, his or her agents, employees, volunteers, contractors, or servants, without any prior appointment or prearrangement with the customer, offers, asks for and/or takes orders for future delivery at retail of any merchandise or other article or thing whatsoever, or any service, not ordered by telephone, computer link, or other remote communication.

The term "solicitor" shall include any person who, for itself, himself or herself or by its, his or her agents, employees, volunteers, contractors or servants, without any prior appointment or prearrangement with the customer, asks for donations of money or tangible personal property for any commercial or educational purpose. (Ord. 16-18, 6-16-2016; amd. Ord. 24-30, 8-1-2024)

4-3-2: EXEMPTION FROM DEFINITION:

The definition of solicitor shall not include those persons soliciting for religious or political purposes.

The definition of solicitor shall not include persons soliciting for a charitable organization, as defined in Section 2 of the Charitable Games Act (230 ILCS 30/2), for charitable purposes. (Ord. 16-18, 6-16-2016; amd. Ord. 24-30, 8-1-2024)

4-3-3: DEPOSIT FEE

A. Solicitors must provide a cash deposit fee for the village solicitor identification lanyard. The cash deposit fee shall be set from time to time by the board of trustees.

B. Village solicitor identification lanyard shall be returned by December 31st of each year or the deposit fee shall be forfeited.

4-3-~~4~~3: PROHIBITED CONDUCT:

A. Prior to soliciting within the village, all solicitors must register with the village. While soliciting within the village, all solicitors must wear lanyards displaying their registration. The village clerk is authorized to keep a list of solicitors currently registered with the village.

B. It shall be unlawful for any solicitor to cheat or deceive any person in the village; or to fraudulently misrepresent the quality, price or amount of any goods, wares, merchandise, article or thing, or service, for which orders are taken in the village; or to fraudulently misrepresent the purpose of any solicitation, or the person, firm or entity to be benefited thereby; or to misrepresent that a donor will be eligible for a tax deduction for any donation or contribution solicited.

C. Any solicitor, upon arriving at any private property on which has conspicuously posted a sign, "No Solicitors", or a substantially similar sign, shall immediately and peacefully depart from the premises, and it shall be unlawful for such solicitor to remain on the property.

D. Any solicitor who has entered onto any private property, whether invited thereon or not, shall immediately and peacefully depart therefrom when requested to do so by the occupant, and it shall be unlawful for such solicitor to remain on the property after such request.

E. All solicitors shall, at all times, conduct themselves in accordance with this code, local ordinances, state and federal laws and regulations, and no solicitor shall violate any such code, ordinances, laws or regulations. (Ord. 16-18, 6-16-2016; amd. Ord. 24-30, 8-1-2024)

4-3-~~54~~: PENALTY:

Any person who violates any provision of this article shall be subject to a penalty as provided in section 12-1-3 of this code. Each day that any offense shall continue shall constitute a separate offense. (Ord. 16-18, 6-16-2016; amd. Ord. 24-30, 8-1-2024)

ARTICLE IV – Delete in its entirety
JUNK DEALERS

SECTION:

4-4-1: License Required

4-4-2: Applications

4-4-3: Fee

4-4-4: Stolen Goods

4-4-5: Vehicles

4-4-6: Junk Yards, Location

4-4-7: Penalty

4-4-1: LICENSE REQUIRED:

~~It shall be unlawful to operate or carry on the business of junk dealer or to keep any junk shop, store or place for the purchase or sale of junk, rags, old rope, paper or bagging, old iron, brass, copper or empty bottles without first having secured a license therefor. (1985 Code)~~

4-4-2: APPLICATIONS:

~~Applications for such licenses shall be made to the Village Clerk on the form provided by the Village. (1985 Code)~~

4-4-3: FEE:

~~The fee for such license shall be thirty dollars (\$30.00) for an annual license and five dollars (\$5.00) for a daily license. (1985 Code)~~

4-4-4: STOLEN GOODS:

~~Every keeper of a junk shop who shall receive or be in possession of any goods, articles, or things of value which may have been lost or stolen shall, upon demand, produce such article or thing to any member of the Police Department for examination. (1985 Code)~~

4-4-5: VEHICLES:

~~Every vehicle used by a junk dealer in the conduct of his business shall bear thereon in legible characters the name and address of the owner and proprietor thereof. (1985 Code)~~

4-4-6: JUNK YARDS, LOCATION:

~~No junk yard shall be located on any premises unless all the provisions of the zoning and other applicable ordinances are complied with. (1985 Code)~~

~~4-4-7: PENALTY:~~

~~Any person violating any provision of this Article shall be fined not less than twenty five dollars (\$25.00) nor more than two hundred dollars (\$200.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. (1985 Code)~~

ARTICLE VI – Delete in its entirety
RAFFLE LICENSE

SECTION:

4-6-1: Definitions

4-6-2: Qualifications

4-6-3: Application

4-6-4: Regulations Governing Licensee

4-6-5: Fees

4-6-6: Administration

4-6-7: Enforcement

4-6-8: Severability Clause

4-6-1: DEFINITIONS:

NET PROCEEDS: The gross receipts from the conduct of raffles, less reasonable sums expended for prizes, local license fees and other reasonable operating expenses incurred as a result of operating a raffle.

OTHER: Unless the context otherwise requires, all words and phrases used herein shall have the same meaning as the same or similar words or phrases defined and used in this State law.

RAFFLE LICENSING AGENT: The raffle licensing agent for the Village of Hampshire is the Village Clerk.

STATE LAW: Whenever reference herein is made to "State law", it shall mean and refer to an Act of the General Assembly of the State of Illinois, entitled "An Act to provide for licensing and regulating certain games of chance and amending certain Acts herein named", approved August 5, 1981, as amended. (Ord. 85-23, 9-5-1985)

4-6-2: QUALIFICATIONS:

—A. Applicants: A license to operate a raffle shall be issued only to bona fide religious, charitable, labor, fraternal, educational or veterans' organizations that operate without profit to their members and which have been in existence continuously for a period of five (5) years immediately before making application for a license and which have had during the entire five (5) year period a bona fide membership engaged in carrying out their objects.

—B. No license shall be issued to:

—1. Any person who has been convicted of a felony.

- ~~—2. Any person who is or has been a professional gambler or gambling promoter.~~
- ~~—3. Any person who is not of good moral character.~~
- ~~—4. Any firm or corporation in which a person defined in subsection B1, B2 or B3 of this Section has a proprietary, equitable or credit interest, or in which such a person is active or employed.~~
- ~~—5. Any organization in which a person defined in subsection B1, B2 or B3 of this Section, is an officer, director, or employee, whether compensated or not.~~
- ~~—6. Any organization in which a person defined in subsection B1, B2 or B3 of this Section, is to participate in the management or operation of a raffle as defined herein. (Ord. 85-23, 9-5-1985)~~

~~4-6-3: APPLICATION:~~

~~—A. Required Information: Application forms shall be furnished by the raffle licensing agent and filed with same. Said applications shall show the following:~~

- ~~—1. The name and address of the applicant;~~
- ~~—2. The date, time and location at which winning chances will be determined;~~
- ~~—3. The place and date of chartering or incorporation of applicant, if applicable;~~
- ~~—4. The name, address, telephone number, social security number, and date of birth of the presiding officer, secretary, and raffle manager of the applicant;~~
- ~~—5. The area or areas in which raffle tickets will be sold;~~
- ~~—6. A list of prizes and the retail value of each prize to be awarded in a single raffle; and~~
- ~~—7. The price to be charged for each ticket sold.~~

~~—B. The license application shall contain a sworn statement attesting to the accuracy of the information provided and to the not-for-profit character of the prospective licensee. Said statement shall be signed by the presiding officer, secretary and raffle manager of that prospective licensee.~~

~~—C. An application for a license under this Article is valid for one raffle only.~~

~~—D. Any raffle in which the aggregate value of the prizes is less than five hundred dollars (\$500.00) shall be considered automatically licensed without the necessity of an application. (Ord. 85-23, 9-5-1985)~~

~~4-6-4: REGULATIONS GOVERNING LICENSEE:~~

~~—A. Conduct Of Raffles: The conducting of raffles is subject to the following restrictions:~~

- ~~—1. The entire net proceeds of any raffle must be exclusively devoted to the lawful purposes of the licensee permitted to conduct that game.~~

~~— 2. No person except a bona fide member of the licensee organization may participate in the management or operation of the raffle.~~

~~— 3. No person may receive any remuneration or profit for participating in the management or operation of the raffle.~~

~~— 4. Raffle chances may be sold or issued only within the areas specified on the license.~~

~~— 5. Winning chances must be determined only at the time, date and location specified on the license.~~

~~— 6. Any person selling raffle chances must carry a copy of the license issued for the raffle.~~

~~—B. Raffle Limits:~~

~~— 1. The aggregate retail value of all prizes or merchandise awarded by a licensee in a single raffle shall not exceed fifty thousand dollars (\$50,000.00).~~

~~— 2. The maximum retail value of each prize awarded by a licensee in a single raffle shall not exceed fifty thousand dollars (\$50,000.00).~~

~~— 3. The maximum price which may be charged for each raffle chance issued or sold shall not exceed one hundred dollars (\$100.00).~~

~~— 4. The maximum days during which chances may be issued or sold shall not exceed one hundred eighty (180).~~

~~— 5. The license shall not be valid for more than two hundred ten (210) days.~~

~~—C. Raffle Manager And Bond:~~

~~— 1. All operation and conduct of raffles shall be under the supervision of a single raffle manager as designated on the license application.~~

~~— 2. The manager shall give a fidelity bond in the sum of the aggregate retail value of the prizes as set out on the application. The bond shall be in favor of the organization conditioned upon the raffle manager's honesty in the performance of his duties. Said bond shall provide that notice shall be given in writing to the Village Clerk not less than thirty (30) days prior to its cancellation period. If the retail value of the prizes exceed fifteen thousand dollars (\$15,000.00), such bond shall be issued by a corporate surety.~~

~~—D. Records:~~

~~— 1. Gross receipts from the operation of raffle programs shall be segregated from other revenues of the licensee (including bingo gross receipts, if bingo games are also conducted by the same licensee pursuant to license issued by the Department of Revenue of the State of Illinois), and placed in a separate account. Each organization shall have separate records of its raffles. The person who accounts for gross receipts and expenses from the operation of raffles shall not be the same person who accounts for other revenues of the organization.~~

~~— 2. Each licensee shall keep records of its gross receipts, expenses and net proceeds for each single raffle at which winning chances are determined. All reasonable operating expenses deducted from gross receipts for each single raffle shall be documented with receipts or other records indicating the amount, a description of the purchased item or service or other reason for the deduction, and the recipient. The distribution of net proceeds shall be itemized as to payee, purpose, amount and date of payment.~~

~~— 3. Each licensee, within thirty (30) days of the raffle, shall report to its membership and to the village clerk each of the following:~~

~~— a. Gross receipts generated by the conducting of the raffle;~~

~~— b. An itemized list of all reasonable operating expenses which have been deducted from the gross receipts;~~

~~— c. Net proceeds from the conducting of the raffle;~~

~~— d. An itemized list of the distribution of the net proceeds; and~~

~~— e. A list of prize winners.~~

~~— 4. Records required by this section shall be preserved for three (3) years, and the organization shall make available for public inspection their records relating to the operation of a raffle at reasonable times and places.~~

~~— E. Unauthorized Gambling: Nothing in this article shall be construed to authorize the conducting or operating of any gambling scheme, enterprise, activity, or device other than raffles as provided for herein. (Ord. 85-23, 9-5-1985)~~

4-6-5: FEES:

~~The fee for registering to conduct any raffle in the village shall be based on the aggregate retail value of the prize(s) to be awarded in same, as follows:~~

~~-~~

~~Aggregate Value~~

~~Fee—~~

~~\$0.00—~~

~~\$ 500.00~~

~~None~~

~~501.00—~~

~~5,000.00~~

~~\$10.00~~

~~5,001.00—~~

~~and up~~

~~25.00~~

~~{Ord. 02-22, 7-18-2002}~~

~~4-6-6: ADMINISTRATION:~~

~~—A. The village clerk shall be charged with the administration of this article.~~

~~—B. The authority and jurisdiction of the village to issue a license to a prospective licensee shall extend only to the area of the village and such other areas as provided for by any intergovernmental agreement entered into pursuant to subsection D of this section and not inconsistent with state law.~~

~~—C. The village clerk shall act upon a license application within ten (10) days from the date of the application.~~

~~—D. The president and board of trustees of the village may enter into a written contract with one or more Kane County municipalities which have adopted a raffle ordinance consistent with this article to jointly establish a system for the licensing of organizations to operate raffles within the unincorporated area of Kane County, and within the corporate limits of any municipality that is party to such contract. Such contract shall be consistent with the limitations of this article, except that a license issued by one government unit shall be valid throughout the jurisdiction of all parties to the contract. (Ord. 85-23, 9-5-1985)~~

~~4-6-7: ENFORCEMENT:~~

~~—A. Penalties: Failure to comply with any of the requirements of this article shall constitute a violation. Whoever violates any of the provisions of this article shall be guilty of a class C misdemeanor, and may be sentenced to up to thirty (30) days in jail and/or fined up to five hundred dollars (\$500.00). Each day the violation continues shall be considered a separate offense.~~

~~—B. Abatement: The imposition of the penalties herein prescribed shall not preclude the village attorney from instituting appropriate action to prevent unlawful raffles or to restrain, correct or abate a violation of this article or of the conditions of a raffle license issued pursuant hereto. (Ord. 85-23, 9-5-1985)~~

~~4-6-8: SEVERABILITY CLAUSE:~~

~~If any provision of this article or the application thereof is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such ruling shall not affect any other provisions of this article not specifically included in such ruling or which can be given effect without the unconstitutional or invalid provision or application; and to this end, the provisions of this article are declared severable. (Ord. 85-23, 9-5-1985)~~

ARTICLE VII
COIN OPERATED AMUSEMENT DEVICES

SECTION:

4-7-1: Definitions

4-7-2: License Required

4-7-3: License Fees And Term

4-7-4: Application For License

4-7-5: Transfer Of License

4-7-6: Increasing Number Of Devices

4-7-7: License Restrictions

4-7-8: Number Of Licenses

4-7-9: Penalty

4-7-1: DEFINITIONS:

COIN OPERATED AMUSEMENT DEVICES: Apparatus used by a consumer which, in return for the payment of a fee, provides the user with diversion or amusement by physical and/or mental competition conducted in accordance with prescribed rules or conditions. The term includes, whether manually or electrically operated or a combination thereof, all slot machines of every kind and nature, all amusement machines, whether purporting to be games of skill or otherwise, for which a fee or charge is made for the privilege of playing or operating the machine, but excluding all standard vending machines used in connection with the purchase of standard brands of merchandise, ~~and further excluding jukeboxes for which a fee is paid for the selection of music desired,~~ and further excluding all machines which, under the laws of the state of Illinois, are gambling devices, including video gaming terminals as defined in the Illinois video gaming act, 230 Illinois Compiled Statutes 40/5-1-1 et seq., as now in effect or as hereafter amended.

PROPRIETOR: Any person who, as the owner, lessee or proprietor, has under his control any establishment, place or premises in or at which such coin operated amusement devices are placed or kept for use or play, or on exhibition for the purpose of use or play by persons ~~other than the owner or proprietor of such device and his immediate family.~~ (Ord. 12-19, 7-19-2012)

4-7-2: LICENSE REQUIRED:

It shall be unlawful for any person to place, install, maintain or operate any coin operated amusement device for use by the public and for which a fee is charged without first having

obtained a license for each device as provided herein. Such license shall be renewed annually. (1985 Code)

4-7-3: LICENSE FEES AND TERM:

A. The annual fee for a coin operated amusement device license shall be established from time to time by the board of trustees. (Ord. 02-22, 7-18-2002)

~~B. The annual license fee shall be payable one year in advance.~~

~~B.C.~~ The term of all licenses issued for coin operated amusement devices shall commence on January 1 and shall terminate on December 31. (1985 Code)

4-7-4: APPLICATION FOR LICENSE:

Any person desiring a coin operated amusement device license shall make application for that purpose to the village clerk on a form to be provided by the village, ~~and shall state the following:~~

~~—A. The name and address of the applicant, and if a firm, corporation, partnership or association, the principal officers thereof and their addresses.~~

~~—B. The address of the premises where the licensed device or devices are to be operated, together with the nature of the business at such location.~~

~~—C. The trade name, general description and total number of coin operated amusement devices to be licensed.~~

~~—D. The name and address of the owner of the coin operated amusement device or devices if other than the applicant.~~

~~—E. All applications for coin operated amusement devices shall be filed with the village clerk on or before the first regular meeting in December of the board of trustees in order to be considered for a license for the following year. (1985 Code)~~

4-7-5: TRANSFER OF LICENSE:

No license which is issued to any person for a coin operated amusement device shall be transferable. (1985 Code)

~~4-7-6: INCREASING NUMBER OF DEVICES:~~

~~In the event that a coin operated amusement device licensee desires, after the expiration of any portion of the license term, to increase the number of devices to be used in his establishment to a number within established limitations, if any, said licensee shall surrender his license to the village clerk who shall issue a new license showing the number of devices licensed thereunder, upon payment of the proper license fee therefor. (1985 Code)~~

4-7-~~6~~7: LICENSE RESTRICTIONS:

A. It shall be unlawful for the licensee to permit such noise, either by mechanical means or on the part of the patrons, which shall cause a disturbance of the peace to the adjacent and surrounding properties and uses.

B. The licensee shall provide adequate and orderly parking for all bicycles and shall keep the front of the premises unobstructed so that the sidewalks are clear and open to pedestrian traffic.

C. Nothing in this chapter shall be construed to authorize, permit or license any gambling device, including any video gaming terminal as defined in the Illinois video gaming act, 230 Illinois Compiled Statutes 40/5-1-1 et seq., as now in effect or as hereafter amended. (Ord. 12-19, 7-19-2012)

~~4-7-8: NUMBER OF LICENSES:~~

~~The total number of licenses for coin-operated amusement devices shall be for ten (10) in number. (Ord. 94-39, 12-1-1994)~~

4-7-~~79~~: PENALTY:

A. Violation of any of the provisions of this article by any person licensed hereunder shall subject such violator to suspension and/or revocation of his license by the board of trustees.

B. Any person violating any provision of this article shall be fined not less than twenty five dollars (\$25.00) nor more than five hundred dollars (\$500.00), and each day a violation continues shall be considered a separate violation. (1985 Code)

ARTICLE XIX – Delete in its entirety
CARNIVALS

SECTION:

4-19-1: Definitions

4-19-2: Prohibited Conduct

4-19-3: License Required

4-19-4: Insurance Requirements

4-19-5: Village Held Harmless

4-19-6: Length And Hours Of Operation

4-19-7: Right Of Inspection By Village

4-19-8: Emergency Telephone Numbers Posted

4-19-9: Fire Resistant Material

4-19-10: License Fees

4-19-11: Sanitary Facilities

4-19-1: DEFINITIONS:

CARNIVAL: An enterprise which offers amusement and entertainment to the public by means of shows, acts, games, vending devices or amusement devices, or any aggregation of such, whether conducted under one or more managements or independently, which are temporarily set up or conducted in a public place or upon any private premises accessible to the public, with or without admission fee, and which from the nature of the aggregation attracts attendance and causes intermingling of persons for amusement and entertainment. The term "carnival" is intended to include the term "circus" within its definition.

GAME CONCESSION: Means and includes any game, vending device, or amusement device open to the public and operated for profit in which the patron pays a fee for participating and may receive a prize upon a later happening.

GAME OF SKILL: Means and includes a game in which the average person with a reasonable amount of practice can be expected to improve his/her performance and be able to complete the required task at least once out of fifty (50) attempts. The fact that a select few by virtue of long practice and experience can win at a game is not sufficient to designate the game as one of skill.

RAZZLE DAZZLE: Means and includes a series of games of skill or chance in which the player pays money or other valuable consideration in return for each opportunity to make

~~successive attempts to obtain points by use of dice, darts, marbles or other implements and where such points are accumulated in successive games by the player toward a total number of points, where the total number of points are required for the player to win a prize or valuable consideration, and where the operator determines the total number of points needed. (Ord. 07-15, 3-8-2007)~~

~~4-19-2: PROHIBITED CONDUCT:~~

~~—A. It shall be unlawful for any person who owns or operates a game concession at a carnival to obtain money by deception from another, whether by means of one or more hidden mechanical devices or obstructions, or by any other means, with intent to diminish the chance of such person to win a prize.~~

~~—B. It shall be unlawful for any person who uses, manufactures or sells at a carnival within the village a mechanical device or obstruction for a game concession at a carnival to know or have reason to know it will be used to diminish the chance of any patron to win a prize.~~

~~—C. It shall be unlawful for any person to own or operate a game of "razzle-dazzle" at a carnival.~~

~~—D. It shall be unlawful for any person to own or operate at a carnival any game other than a game of skill open to the public and operated for profit in which the patron pays a fee for participating and may receive a prize upon a later happening.~~

~~—E. It shall be unlawful for any person to set up or operate at a carnival any gambling device, lottery, number or paddle wheel, number board, punchboard or other game of chance, including any video gaming terminal, as defined in the Illinois video gaming act, 230 Illinois Compiled Statutes 40/5-1-1 et seq., as now in effect or as hereafter amended, or any lewd, lascivious or indecent show or attraction making an indecent exposure of the person, or suggesting lewdness or immorality. (Ord. 12-19, 7-19-2012)~~

~~4-19-3: LICENSE REQUIRED:~~

~~—A. A license to give, conduct, produce, operate, or present a "carnival" as herein defined shall be applied for by the owner. Application for said license shall be in writing on a form provided by the village which shall include the following information:~~

~~—1. Applicant's name, address, and telephone number.~~

~~—2. Type of ownership.~~

~~—3. Name of business, address and telephone number if other than applicant's name.~~

~~—4. If business is conducted by a manager or agent, name, address, and telephone number of such manager or agent.~~

~~—5. Location of where carnival will be operated.~~

~~—6. Starting and closing dates of carnival operation.~~

~~—7. List of rides, amusement stands, food stands, entertainment shows, and any other attractions of any kind.~~

~~—8. Written proof of compliance with the state of Illinois carnival and amusement rides safety act.~~

~~—9. Amount of insurance, type, expiration date, and name of insurance carrier.~~

~~—10. Any other information as may be deemed necessary by the village president.~~

~~—B. The application shall also include the name, address and social security number of all employees who will work in setting up, running, operating, or disassembling the carnival at its location in the village. Such list of employees shall be subject to review and background check by the village police department. The applicant shall certify that all listed persons are eligible to work in a public park or other public space in the village as defined by 720 Illinois Compiled Statutes 5/11-9.4. (Ord. 07-15, 3-8-2007)~~

~~4-19-4: INSURANCE REQUIREMENTS:~~

~~Prior to a license being issued to operate a carnival the applicant shall submit to the village of Hampshire a certificate of public liability insurance showing as named insureds the owner(s) of the carnival as well as those persons owning each ride, amusement, entertainment, game concession, food stand, amusement stand, performance or exhibition, or other attraction, which collectively make up the carnival, and further naming the village of Hampshire as an additional insured. Such insurance shall cover bodily injury, death and property damage, insuring against liability that may arise from the operation or maintenance of said carnival or any part thereof. The amount of such insurance shall be not less than two million dollars (\$2,000,000.00), except that the amount shall not be less than one million dollars (\$1,000,000.00) in the case of an owner of five (5) or less amusement rides or amusement attractions as defined in the Illinois carnival and amusement rides safety act, and in the case of an owner of any other amusements, entertainments, performances, exhibitions, rides or attractions not subject to the Illinois carnival and amusement rides safety act. (Ord. 07-15, 3-8-2007)~~

~~4-19-5: VILLAGE HELD HARMLESS:~~

~~The applicant for a license for a carnival shall provide the village with an indemnification agreement in writing holding the village harmless from any and all claims, liabilities and losses including reasonable attorney fees rising out of or in connection with granting a license to the applicant. (Ord. 07-15, 3-8-2007)~~

~~4-19-6: LENGTH AND HOURS OF OPERATION:~~

~~—A. Any carnival licensed to operate in the village of Hampshire shall not remain in operation at any one location for a period not to exceed twelve (12) consecutive days, nor shall any carnival be located at any one location more than three (3) times during one calendar year.~~

~~—B. Carnivals shall not open for business prior to ten o'clock (10:00) A.M., and shall not remain open later than eleven o'clock (11:00) P.M. on the same day or curfew time as specified in chapter 2, article X of this code, whichever is earlier. (Ord. 07-15, 3-8-2007)~~

~~4-19-7: RIGHT OF INSPECTION BY VILLAGE:~~

~~—A. Police officers, village health officer, zoning administrator, building inspector, and electrical inspector, and fire district firefighters or inspectors, and their subordinates, shall in connection with inspections have free access to the grounds of any carnival and all employees, booths, shows and concessions on such grounds at all times. Any costs incurred by the village in making any such inspection(s) shall be promptly reimbursed to the village by the carnival operator, upon written demand of the village.~~

~~—B. The owner or his/her appointed manager shall keep records as specified below open to inspection during the hours the carnival is open for business. These records shall be available at the site of the carnival operation. The records shall be updated daily. The records shall upon request be shown to those persons listed in subsection A of this section. The records shall contain:~~

~~—1. The name and address of the owner and operator of each ride, game concession, amusement stand, food stand, entertainment show, and other attraction.~~

~~—2. The name and address of each employee and independent contractor, and at which ride or concession he or she is employed.~~

~~—3. The daily gross receipts of each attraction listed in subsection B1 of this section; the amount of prize merchandise dispensed to the players of each game concession; and the percentage of receipts that is paid to the carnival owner.~~

~~—4. The recording not less than daily by the owner or his or her appointed representative of his or her personal inspection of each ride for safety, and each game concession, food stand, amusement device, entertainment show, and other attraction, that it complies with the regulations of this article.~~

~~—5. The name, address, age, and extent of injuries, if known, of any person, including employees, injured at the carnival site.~~

~~—C. All rules pertaining to playing of any games and the price to participate must be posted conspicuously at the location of each game. The fee to participate shall be collected by the operator and the proper change, if any is due, returned to the player prior to the start of the game.~~

~~—D. The use of "shills" and/or any person posing as a patron is prohibited.~~

~~—E. Games utilizing foul lines wherein the person operating the game is the sole determiner as to whether or not a player has fouled are prohibited unless the foul lines shall be explained to the patron before any such game starts.~~

~~—F. Only items of merchandise that can be won by the player may be displayed in conjunction with any game concession. A sign setting forth the requirements for winning a~~

~~prize shall be conspicuously displayed. The offering of money as a prize or as incentive to play is prohibited.~~

~~—G. All game concessions shall be open to inspection by those persons listed in subsection A of this section during the hours the carnival is open to the public. (Ord. 07-15, 3-8-2007)~~

~~4-19-8: EMERGENCY TELEPHONE NUMBERS POSTED:~~

~~There shall be posted at least four (4) conspicuous locations on the grounds the telephone numbers of the police department, fire department, ambulance service and village health officer. In addition, if a first aid station is available on or near the grounds, directions to the station will be posted with the emergency telephone numbers. (Ord. 07-15, 3-8-2007)~~

~~4-19-9: FIRE RESISTANT MATERIAL:~~

~~All nonmetallic material used in conjunction with any ride or concession such as, but not limited to, canvas components, decorative materials, streamers, and related material shall be of approved fire resistant material and shall be subject to review and approval by the Hampshire township fire protection district prior to issuance of a license hereunder. (Ord. 07-15, 3-8-2007)~~

~~4-19-10: LICENSE FEES:~~

~~—A. The following fees shall be paid prior to issuance of a license hereunder:~~

- ~~—1. Thirty dollars (\$30.00) per amusement ride or amusement attraction, as defined in the Illinois carnival and amusement rides safety act;~~
- ~~—2. Twenty dollars (\$20.00) per amusement stand;~~
- ~~—3. Twenty dollars (\$20.00) per game concession;~~
- ~~—4. Twenty dollars (\$20.00) per entertainment show, inside or outside;~~
- ~~—5. Twenty dollars (\$20.00) per food stand;~~
- ~~—6. Twenty dollars (\$20.00) for any other attractions not necessarily falling within the above listed.~~

~~—B. The following organizations are exempt from fees under this section:~~

- ~~—1. Elementary, junior high and high schools located within the village;~~
- ~~—2. Governmental units, boards, commissions, and bodies duly organized under the laws of the village, state of Illinois and/or United States Of America. (Ord. 07-15, 3-8-2007)~~

~~4-19-11: SANITARY FACILITIES:~~

~~There shall be provided on the premises of the carnival site a reasonable number of toilet facilities, and in any case, not less than four (4) toilets (2 for females and 2 for males). When portable toilets are utilized, one toilet for females, and one toilet for males, shall be placed at opposite ends of the carnival site. The toilets shall be clearly marked for female or male use.~~

~~It shall be the responsibility of the licensee of the carnival to maintain the toilet facilities in a clean and sanitary condition~~ at all times. (Ord. 07-15, 3-8-2007)

ARTICLE XXIII
VIDEO GAMING

SECTION:

4-23-1: Definitions

4-23-2: Registration Required

4-23-3: Registration Fee

4-23-4: Issuance; Expiration

4-23-5: Penalty

4-23-1: DEFINITIONS:

The terms used herein, including, but not limited to, "video gaming location" and "video gaming terminal", shall be defined as set forth in the Illinois video gaming act, 230 Illinois Compiled Statutes 40/5-1-1 et seq., as now in effect and as hereafter amended. (Ord. 12-19, 7-19-2012)

4-23-2: REGISTRATION REQUIRED:

A. The owner of any video gaming location in the Village shall be required to register each video gaming terminal to be placed at such location.

B. For each video gaming terminal to be located in the Village, an application for registration shall be filed by the following, as may be applicable:

1. The holder of the liquor license for the premises of a licensed establishment;
2. An authorized representative of the licensed truck stop;
3. An authorized representative of a licensed large truck stop;
4. An authorized representative of the licensed fraternal organization;
5. An authorized representative of the licensed veteran's organization.

C. The village clerk shall provide a form for such application, and the applicant shall provide in full such information as is requested by the Village on such form. (Ord. 12-19, 7-19-2012; amd. Ord. 19-18, 8-8-2019)

4-23-3: REGISTRATION FEE:

~~Effective for any new registrations applied for after the effective date of this Ordinance, and for renewals of registration for the calendar year commencing January 1, 2023, the annual fee for the registration required by this Article shall be paid upon filing an application, shall~~

be non- refundable, shall not be prorated, and shall be set from time to time by the board of trustees,as follows:

~~Video-gaming terminal registration, annual fee \$250.00~~

(Ord. 12-19, 7-19-2012; amd. Ord. 22-01, 1-20-2022)

4-23-4: ISSUANCE; EXPIRATION:

Any registration authorized under this article shall be for a calendar year, or the pertinent portion thereof; shall terminate on December 31 of the year of registration; and shall be renewable upon receipt and approval of a proper application therefor. (Ord. 12-19, 7-19-2012)

4-23-5: PENALTY:

The penalty for any violation of the provisions of this article shall be a fine of not more than seven hundred fifty dollars (\$750.00) for each offense. Each day an offense occurs or continues shall be considered a new offense. (Ord. 12-19, 7-19-2012)

ARTICLE XXIX
MOBILE FOOD VENDORS

SECTION:

4-29-1: Definitions

4-29-2: License

4-29-3: Penalty

4-29-1: DEFINITIONS:

The following words and phrases shall have the meanings set forth herein:

EDIBLE
GOODS: Means any food prepared for immediate human consumption and shall include pre-packaged food items, pre-prepared food items, and on-site prepared food items for immediate human consumption. Edible goods shall not include food that is intended to be prepared by the purchaser prior to human consumption.

MOBILE
FOOD
VENDOR: Means any person who sells edible goods from a non-stationary location upon the village roadways or sidewalks and shall include "mobile food trucks," which shall mean any self-contained motorized unit selling edible goods. (Ord. 20-18, 6-4-2020)

4-29-2: ~~REGULATIONS~~LICENSE:

~~A. Application: Applications for a license to operate as a mobile food vendor in the Village shall be made on a form or forms provided by the Village for that purpose, and filed with the Village Clerk together with the applicable fee(s) established from time to time by the Board of Trustees. Each application shall contain all required information, and shall be signed by the applicant, under oath, and notarized.~~

~~B. Eligibility: No such license shall be issued to or held by any person:~~

~~1. Who has provided incomplete or incorrect information on an application,~~

~~2. Who has violated any provision of state law or the village code, or~~

~~3. A. Mobile food vendors shall be responsible~~Who has not registered to collect appropriate sales and places for eating taxes for sales occurring in the village.

~~B.~~ Limit on days of operation: Each mobile food truck or cart shall be allowed to operate in the Village not more than one (1) day per week.

~~D.C.~~ License for vehicle; inspections: No mobile food truck shall be operated unless it bears a valid, state-issued vehicle license.

~~ED.~~ Operations: All mobile food vendors shall at all times comply with the applicable rules and regulations of the Kane County Health Department.

~~EF.~~ Sales: Sales from a mobile food vendor shall be subject to the following:

~~1. The licensee shall be permitted to sell food products from the licensed trucks or carts between the hours of seven o'clock (7:00) a.m. and ten o'clock (10:00) p.m.~~

~~21.~~ Sales from any mobile food truck or cart shall not occur at any location within one hundred fifty (150') feet of the main entrance of an existing restaurant in the Village.

~~32.~~ Sales may be made on any public roadway. All sales from any roadway must be conducted from licensed trucks that have come to a full stop at the curb line of the roadway; and, in no event shall sales activities of any mobile food vendor impede vehicular or pedestrian traffic.

~~4. Sales from a mobile food vendor may be made on any other public property, including but not limited to any public parking lot or public park or open space, subject to the prior approval of the Village Manager as to any location(s) and time period(s) for such use.~~

~~G. Insurance: No mobile food truck shall be operated unless it is covered by a policy of insurance for liability, naming the Village as an additional insured, in amounts not less than the following: or personal injury and property damage with limits of coverage not less than three hundred thousand dollars (\$300,000.00) per person and one million dollars (\$1,000,000.00) per occurrence for personal injuries and one hundred thousand dollars (\$100,000.00) for property damage. The applicant for license shall furnish to the Village Clerk a copy of an appropriate certificate of insurance prior to the issuance of a license.~~

~~H. Revocation: A license issued pursuant to the Chapter may be revoked by the Corporate Authorities for violation of the provisions of this Article, or for a violation of any other provision of this Code relating to the conduct of such business, the condition of the premises, the articles sold, or to the license required.~~

~~I. Exemptions: Any mobile food vendor which applies to participate in an event sanctioned by the Village may be exempted from the requirements of this Article, with approval of the Village Manager. (Ord. 20-18, 6-4-2020)~~

4-29-3: PENALTY:

Any person who violates any provision of this article shall be fined not less than one hundred dollars (\$100.00) and not more than seven hundred fifty dollars (\$750.00); and each day a violation exists or continues shall be considered a separate violation. (Ord. 20-18, 6-4-2020)



EMBRACE OPPORTUNITY
HONOR TRADITION

HAMPSHIRE POLICE DEPARTMENT MONTHLY REPORT

August 2025
Chief Doug Pann

HAMPSHIRE POLICE DEPARTMENT JULY SCORECARD



Hampshire Police Department Scorecard

Jul-25

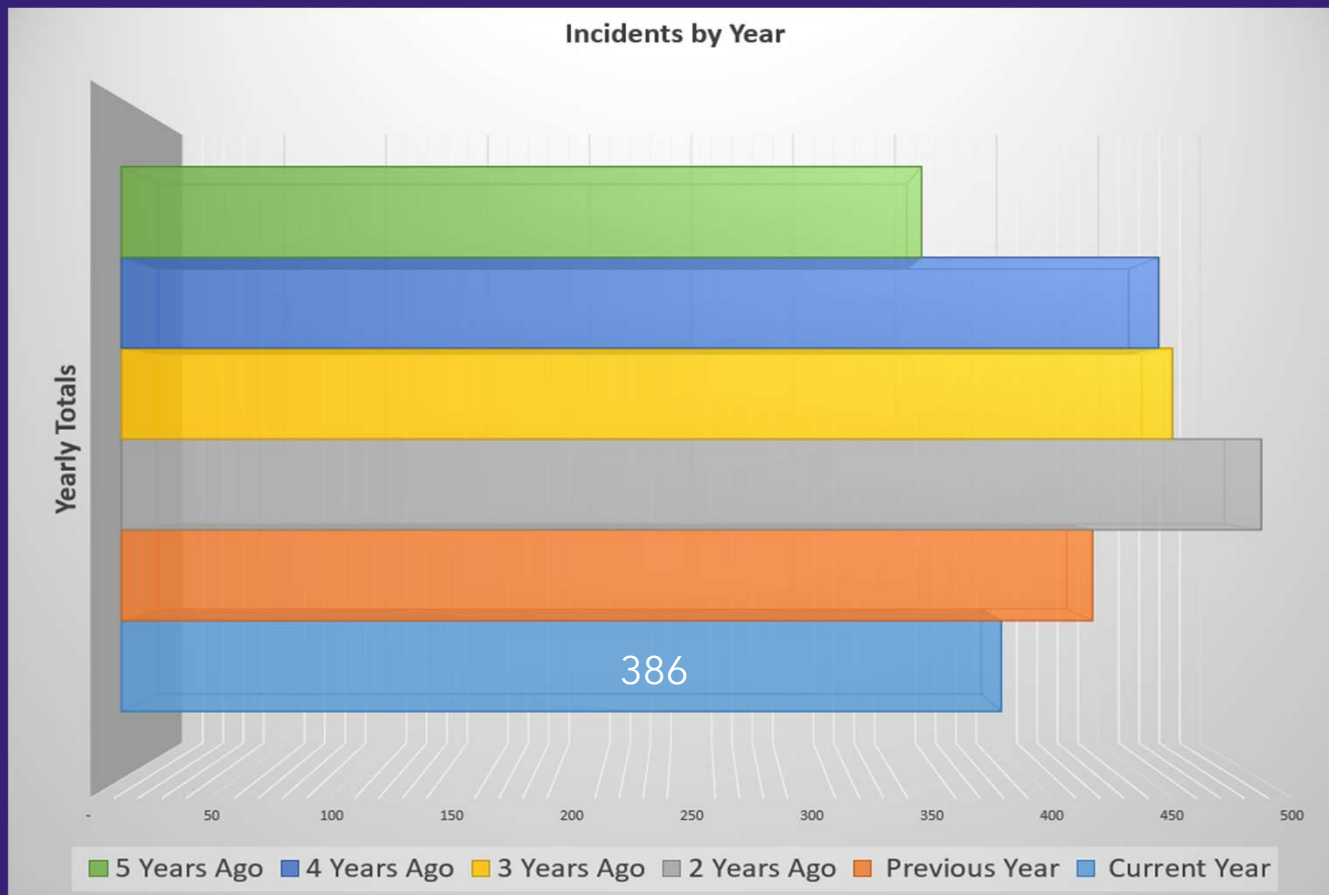
OFFENSES

	Previous Month	Current Month	% Change	YTD	YTD '24	YTD '23
Group A Offenses					38	36
All Dispatched Calls for Service	284	286	0.7%	1922	1615	1517
Burglary	1	0	-100.0%	3	0	1
Burglary to Motor Vehicle and Theft from Motor Vehicle	0	3	100.0%	5	3	3
Auto Theft	0	0	0.0%	4	4	1
Theft	2	4	100.0%	18	15	11
Domestic Violence Cases	4	6	50.0%	27	18	11
Mental Health Calls for Service	9	9	0.0%	46	24	11
Alarm Responses	15	13	-13.3%	88	86	64
Assists to Neighboring Communities / KCSO	17	17	0.0%	153	150	126

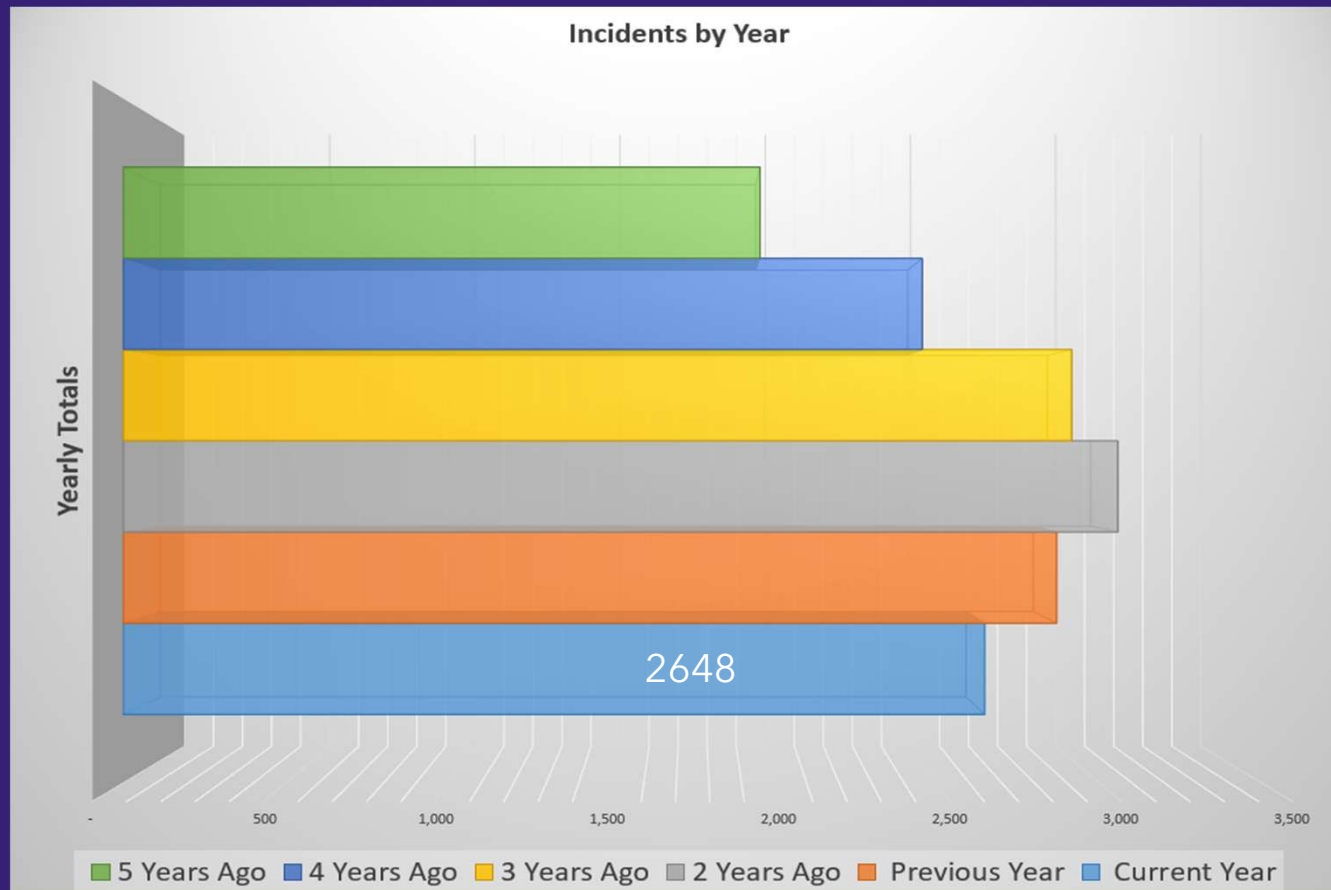
ACTIVITY

	Previous Month	Current Month	% Change	YTD
# Traffic Stops	64	100	56.3%	557
# Traffic Tickets	11	17	54.5%	232
# Traffic Warnings	53	83	56.6%	419
# Parking Tickets			0.0%	87

TOTAL JULY CALLS FOR SERVICE - 5 YEAR COMPARISON



TOTAL YEAR TO DATE CALLS FOR SERVICE



OFFENSE TRENDS COMPARISON 2024-2025

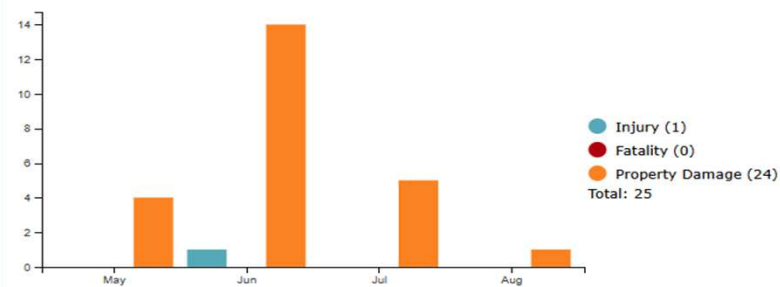


Data Connection Down for Transition

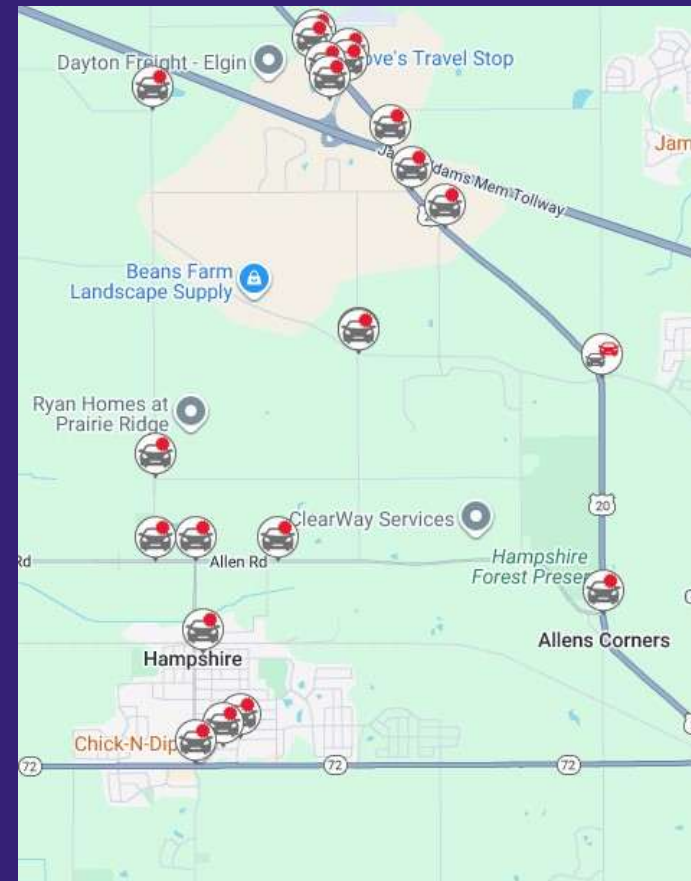
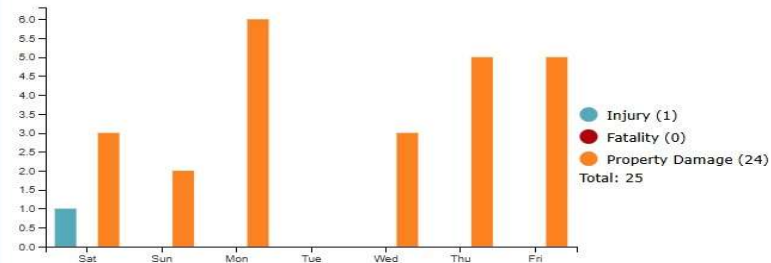
3-MONTH TRAFFIC CRASH DATA



By Month



By Day of Week



SPEED TRAILER DATA SAMPLES



ALL TRAFFIC SOLUTIONS



Volume by Speed State Street @ High Ave, NB

Start: 2025-08-08
End: 2025-08-14
Times: 0:00:00-23:59:59

Speed Bins: Size 5, Range 1 to 150
Time View: By Hour (Total Volumes)

Time	1 to 5	6 to 10	11 to 15	16 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45	46 to 50	51 to 55	56 to 60	61 to 65	66 to 70	71 to 75	76 to 80	81 to 85	86 to 90	91 to 95	96 to 100	101 to 150	Avg Speed	Total
0:00	0	0	1	1	10	22	9	2	1	0	0	0	0	0	0	0	0	0	0	0	0	28.0	46
1:00	0	0	1	1	5	8	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26.7	22
2:00	0	0	0	0	6	19	10	1	0	0	0	0	0	0	0	0	0	0	0	0	0	28.5	36
3:00	0	0	2	4	9	15	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25.3	35
4:00	0	0	0	4	13	38	16	4	0	0	0	0	0	0	0	0	0	0	0	0	0	28.7	75
5:00	0	3	9	18	34	136	71	13	2	0	1	0	0	0	0	0	0	0	0	0	0	27.8	287
6:00	0	5	7	13	121	308	86	7	2	0	1	0	0	0	0	0	0	0	0	0	0	27.3	550
7:00	0	4	8	37	209	412	106	15	3	0	0	0	0	0	0	0	0	0	0	0	0	27.0	794
8:00	0	4	60	149	200	210	55	14	3	0	0	0	0	0	0	0	0	0	0	0	0	23.7	695
9:00	0	1	5	61	200	238	86	11	4	0	0	0	0	0	0	0	0	0	0	0	0	26.3	606
10:00	0	5	3	32	153	251	69	17	4	0	0	0	0	0	0	0	0	0	0	0	0	26.8	534
11:00	0	1	11	47	142	316	95	25	1	1	0	0	0	0	0	0	0	0	0	0	0	27.1	639
12:00	0	1	8	34	194	342	119	24	6	2	0	0	0	0	0	0	0	0	0	0	0	27.4	730
13:00	0	3	7	32	169	285	109	22	5	0	0	0	0	0	0	0	0	0	0	0	0	27.2	632
14:00	0	4	7	44	206	341	116	35	5	0	0	0	0	0	0	0	0	0	0	0	0	27.1	758
15:00	0	1	38	131	286	358	122	31	6	0	0	0	0	0	0	0	0	0	0	0	0	25.6	973
16:00	0	2	24	56	217	395	147	32	10	1	0	0	0	0	0	0	0	0	0	0	0	27.2	884
17:00	0	3	6	27	188	499	170	50	8	1	0	0	0	0	0	0	0	0	0	0	0	28.1	952
18:00	0	4	22	34	137	337	140	41	6	3	0	0	0	0	0	0	0	0	0	0	0	27.8	724
19:00	0	2	19	28	127	302	91	23	4	0	0	0	0	0	0	0	0	0	0	0	0	27.2	596
20:00	0	1	7	25	113	217	58	14	4	0	0	0	0	0	0	0	0	0	0	0	0	27.0	439
21:00	0	0	10	12	42	123	32	13	3	1	2	0	0	0	0	0	0	0	0	0	0	27.8	238
22:00	0	0	2	4	22	54	27	10	2	0	0	0	0	0	0	0	0	0	0	0	0	28.5	121
23:00	0	1	1	2	19	44	14	6	0	1	0	0	0	0	0	0	0	0	0	0	0	28.1	88
Total	0	45	258	796	2822	5270	1760	410	79	10	4	0	0	0	0	0	0	0	0	0	0	26.9	11454

ALL TRAFFIC SOLUTIONS



Volume by Speed Jake @ Runge, EB

Start: 2025-07-15
End: 2025-07-21
Times: 0:00:00-23:59:59

Speed Bins: Size 5, Range 1 to 150
Time View: By Hour (Total Volumes)

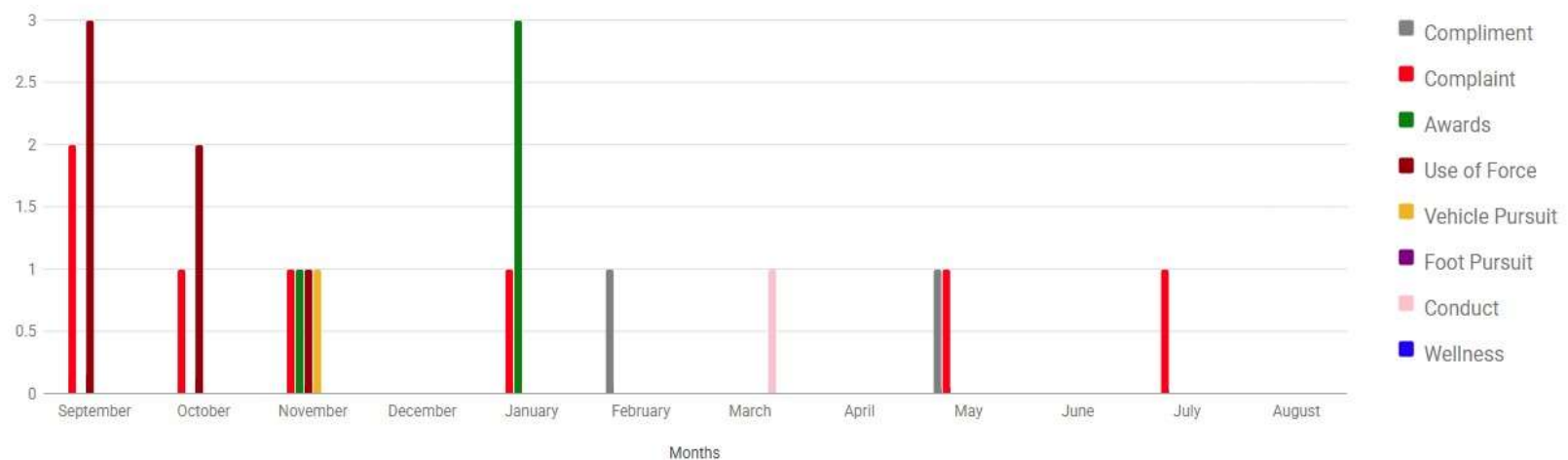
Time	1 to 5	6 to 10	11 to 15	16 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45	46 to 50	51 to 55	56 to 60	61 to 65	66 to 70	71 to 75	76 to 80	81 to 85	86 to 90	91 to 95	96 to 100	101 to 150	Avg Speed	Total
0:00	0	5	20	13	14	6	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	18.6	61
1:00	0	0	9	11	4	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	19.1	28
2:00	0	1	10	5	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.4	18
3:00	0	0	18	10	5	5	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18.5	40
4:00	0	12	27	24	11	9	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	17.6	87
5:00	0	10	62	35	43	18	6	0	2	0	0	0	0	0	0	0	0	0	0	0	0	18.6	176
6:00	0	14	85	53	57	28	5	2	0	0	0	0	0	0	0	0	0	0	0	0	0	18.4	244
7:00	0	17	93	70	77	30	11	2	0	0	0	0	0	0	0	0	0	0	0	0	0	19.0	300
8:00	0	25	131	91	100	40	17	1	0	0	0	0	0	0	0	0	0	0	0	0	0	18.8	405
9:00	0	33	116	101	90	40	9	1	0	0	0	0	0	0	0	0	0	0	0	0	0	18.2	390
10:00	0	31	137	108	53	49	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	18.2	424
11:00	0	25	124	102	104	62	14	5	0	0	0	0	0	0	0	0	0	0	0	0	0	19.3	436
12:00	0	21	86	76	56	32	7	3	1	0	0	0	0	0	0	0	0	0	0	0	0	18.6	282
13:00	0	29	96	84	71	36	14	1	1	0	0	0	0	0	0	0	0	0	0	0	0	18.7	332
14:00	0	28	129	91	97	45	10	1	0	0	0	0	0	0	0	0	0	0	0	0	0	18.5	401
15:00	0	28	155	99	91	52	22	4	0	0	0	0	0	0	0	0	0	0	0	0	0	18.7	451
16:00	0	28	127	96	88	59	20	2	0	0	0	0	0	0	0	0	0	0	0	0	0	19.2	420
17:00	0	32	128	84	86	57	12	3	0	0	0	0	0	0	0	0	0	0	0	0	0	18.9	402
18:00	0	27	89	77	77	42	12	2	0	0	0	0	0	0	0	0	0	0	0	0	0	19.1	326
19:00	0	14	83	67	63	38	13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19.1	278
20:00	0	14	76	55	61	23	5	2	0	0	0	0	0	0	0	0	0	0	0	0	0	18.9	240
21:00	0	10	72	38	36	16	10	1	0	0	0	0	0	0	0	0	0	0	0	0	0	18.0	183
22:00	0	8	38	35	22	14	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18.5	123
23:00	0	6	24	17	12	7	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18.3	71
Total	0	418	1935	1442	1359	711	213	36	4	0	0	0	0	0	0	0	0	0	0	0	0	18.7	6118

PROFESSIONAL STANDARDS OVERVIEW



EMPLOYEE INCIDENT BREAKDOWN - ROLLING 12 MONTHS

EMPLOYEE INCIDENT BREAKDOWN - Rolling 12 Months



CURRENT PROJECTS



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

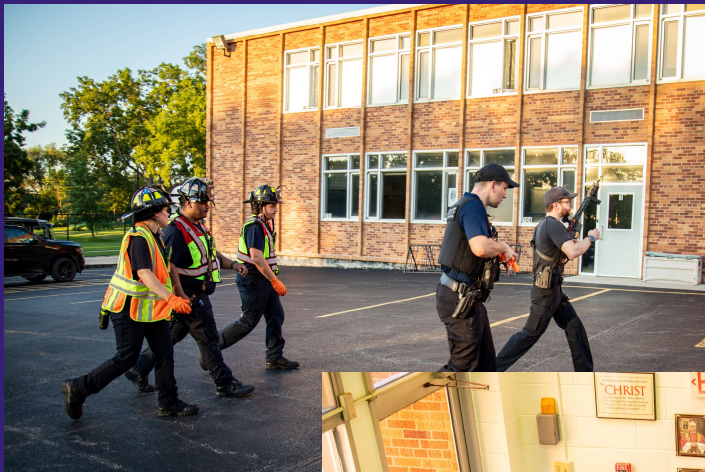
ACCOMPLISHMENTS



Project	Start Date	Status
New Stalker Radar installed in all squads	05/01/2025	Completed
Speed trailer deployed	05/01/2025	Completed
Officer Tiedel and Officer Peters released for solo patrol	January 2025	Completed
Multi-Jurisdictional Active Shooter Trainer (Police and Fire)		Completed
National Night Out		Completed



ACTIVE SHOOTER TRAINING



Village of Hampshire Street Department

Monthly Report: July 2025

Pavement Striping - Downtown stalls, State st from the creek to High ave, Rungee rd, Ridgecrest, Romke rd at 72, Gast rd, Warner ave and Centennial, Washington ave, Crosswalks on East and West Jefferson ave. No Parking School Zone on Terwilliger ave and Edgewood ct, Keyes ave and Rowell rd.

Tamms Farm - Punch list complete

Large Group Gatherings - Block Party on Panama ave, Outdoor Market, dropped off barricades to Faithway Baptist Church, Music Under The Oaks and Summer on State

Mow - SSA's and Right of ways.

Sweeper - Swept entire Village

Pothole Patched - Entire Village

Tree Trimming - Various parkway trees

Storm Sewer Repair - 109 S. State st
new frame and open grate lid.

Community Sign - Landscaping

Utility Locates

356 Normal Tickets

68 Emergency Tickets

Asphalt Usage

30.62 Tons of HMA

Work Performed

Vehicle and Equipment Maintenance

Storm Sewer Maintenance - cleared drain tops

Other Miscellaneous Projects