

Village of Hampshire
Village Board Meeting
Thursday, March 20, 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 February 20, 2025
- 6. Village Manager's Report
  - a. Presentation on New Public Works Garage
  - b. Motion to Deny Police Pension Municipal Compliance Report
  - c. Resolution Authorizing the Village Manager to Sign a Contract with Lamp, Inc. for the New Public Works Garage with a Guaranteed Maximum Price of \$14,019,429
  - d. Resolution to Increase the Number of Chicken Licenses from 15 to 25
  - e. Resolution Approving the Purchase of a Crossveyor with Quick N Easy Road Shouldering Screed in the Amount of \$27,218.52
  - f. Resolution Approving a Professional Services Agreement with Engineering Enterprises, Inc. for Phase III Engineering Services for North State Street Resurfacing Project in the Amount of \$37,903
  - g. Resolution Approving a Joint Funding Agreement with the Illinois Department of Transportation for the North State Street Resurfacing Project
  - h. Ordinance Adopting the 2025 Village of Hampshire Zoning Map
  - Ordinance Amending Chapter 3 of the Hampshire Municipal Code regarding Liquor Regulations
  - j. Ordinance Approving an Intergovernmental Agreement with Village of Pingree Grove regarding Virtra Training
  - k. Motion to Approve Payment #1 for Water Well No. 12 Equipment Removal and Inspection to Layne Christensen Co. in the Amount of \$38,520
  - I. Motion to Approve Disbursement of Impact Fes for Hampshire Fire Protection District in the Amount of \$48,620 and any Interest Earned

### 7. Staff Reports

- a. Police Report
- b. Engineering Report

- 8. Accounts Payable
  - a. A Motion to Approve the March 20, 2025, Accounts Payable to Personnel
  - b. A Motion to Approve the March 20, 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

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

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

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



Village of Hampshire
Village Board Meeting Minutes
Thursday, February 20, 2025 - 7:00 PM
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

#### 1. Call to Order

Village President Michael J. Reid Jr. called to order the Village Board Meeting at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, February 20, 2025.

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

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

Absent: Trustee Pollastrini joined 7:02 p.m.

A Quorum was Established.

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

### 3. Pledge of Allegiance

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

#### 4. Public Comments.

Jim Meyer spoke regarding allowing golf carts in the Village of Hampshire. He also provided Details of Proposal to the Board.

# 5. A Motion to Approve the Meeting Minutes with corrections from February 6, 2025.

Trustee Kelly moved to approve the Meeting Minutes with corrections from February 6, 2025.

Seconded by: Trustee Robinson.

#### All Call Vote:

Ayes: Fodor, Kelly Koth, Mott, Robinson.

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

### 6. Village Manager's Report

### a. A Motion to Table Municipal Compliance Report.

Trustee Pollastrini moved to Table Municipal Compliance Report.

Seconded by: Trustee Fodor.

#### Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

# b. A Motion to Approve Resolution 25-06 Approving a Final Plat of Subdivision for Prairie Ridge North Lift Station.

Trustee Kelly moved to approve Resolution 25-06 Approving a Final Plat of Subdivision for Prairie Ridge North Lift Station.

Seconded by: Trustee Fodor.

### Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

### Motion Approved.

# c. A Motion to Approve Resolution 25-07 Approving a Final Plat of Subdivision for Prairie Ridge North Neighborhood J2.

Trustee Robinson moved to Approve Final Plat of Subdivision for Prairie Ridge North Neighborhood J2.

Seconded by: Trustee Mott.

#### Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

### Motion Approved.

# d. A Motion to Approve Resolution 25-08 Approving a Final Plat of Subdivision for Prairie Ridge North Neighborhood U.

Trustee Robinson moved to Approve Resolution 25-08 Approving a Final Plat of Subdivision for Prairie Ridge North Neighborhood U.

Seconded by: Trustee Pollastrini.

#### All Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

### Motion Approved.

# e. A Motion to Resolution 25-09 Approving a Final Plat of Subdivision for Prairie Ridge North Neighborhood V.

Trustee Mott moved to Approve Resolution 25-09 Approving a Final Plat of Subdivision for Prairie Ridge North Neighborhood V.

Seconded by: Trustee Fodor.

#### Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

#### Motion Approved.

# f. A Motion to Approve Resolution 25-10 Approving a Final Plat of Subdivision for Prairie Ridge North Neighborhood Z- Lot 219.

Trustee Fodor moved to Approve Resolution 25-10 Approving a Final Plat of Subdivision for Prairie Ridge North Neighborhood Z- Lot 219.

Seconded by: Trustee Koth.

### Roll Call Vote:

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

### 7. Staff Reports

a. Police Report:

Trustee Pollastrini was happy to see auto theft numbers are down.

President Reid met with D300 Leadership Counsel. There was information given to the School Board and the Superintendent about the false alarms in the schools, which D300 will be investigated.

The School District and President Reid also spoke about the Juvenile Justice Program which is a Diversion Program Chief Pann is trying to implement.

- b. Streets Report:
- c. No discussion.

### 8. Accounts Payable

a. A Motion to Indefinitely Table the Accounts Payable to Personnel. For February 20, 2025.

Trustee Kelly moved to Indefinitely Table the Accounts Payable to Personnel for February 20, 2025.

Seconded by: Trustee Fodor.

Roll Call Vote.

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

b. A Motion to Approve February 20, 2025, Regular Accounts Payable in the amount of \$562,736.29.

Trustee Mott moved to Approve February 20, 2025, Regular Accounts Payable in the amount of \$.562,736.29

Seconded by: Trustee Kelly

Roll Call Vote.

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

Nayes: None.

Absent: None.

Abstain: None.

Motion Approved.

### 9. Village Board Committee Reports

a. Business Development Commission

Mr. Kelly reported that the last meeting was cancelled, and the next meeting will be in March.

#### 10. New Business

Trustee Kelly reported that the Board will have the budget by March 1, 2025, to review. A budget committee meeting schedule is to be determined. The preliminary budget will be reviewed at the March 20 Village Board Meeting.

Trustee Koth asked Tim Paulson from EEI for a report of the pump from well 12 that was pulled and inspected. Mr. Paulson did not have that information at this time. Once it was available he would provide it to Village Manager Jay Hedges to share with the Board.

Trustee Mott inquired about a water monitoring system to assess when excessive water is being used for residents.

#### 11. Announcement

President Reid shared that WGN Radio will be featuring a "My Home Town" segment about Hampshire next Thursday.

### 12. Executive Session

None.

### 13. Adjournment

Trustee Robinson moved to adjourn at 7:47 p.m.

Seconded by: Trustee Pollastrini.

All Call Vote.

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

Nayes: None.

Absent: None.

Abstain: None

Motion Approved.

### AGENDA SUPPLEMENT

TO: President Reid, Village Board and Village Manager Hedges

FROM: Lori Lyons, Finance Director

FOR: February 20, 2025 Village Board Meeting

**RE:** Police Pension – Municipal Compliance Report

**Background**. The Hampshire Police Pension Fund was established on May 1, 2012 following the certification of the 2010 census and a period of organization. A separate board comprised of active police, retired police and appointed individuals governs the group. House Bill 5088 requires Police Pension boards to issue an annual report on the financial condition of the fund to the Village. When a Village or City has a pension levy, the Fund is required to furnish a report called the Municipal Compliance Report. In the cash of the Village of Hampshire, without a pension levy, the timing of this report is no tied to the levy.

**Analysis**. As noted above, the Village of Hampshire does not levy a property tax for the purpose of financing employer contributions to the pension fund at the present time as no new levy line items can be implemented without the successful passage of a referendum by the electorate of the Village. The Village's annual contribution to the Police Pension fund is taken from "discretionary funds" within the General Fund and this report will be therefore be used when completing the budget. Public Act 096-1495 requires that the taxes collected, deductions from the salaries or wages of police officers and revenues from other sources are equal to the normal cost of the pension fund for the year plus an amount sufficient to bring the total assets of the pension fund up to 90% of the total actuarial liabilities of the pension fund by the end of the municipal fiscal year 2040. Each year the Pension Fund engages an enrolled actuary to update the assumptions, census data and determine this requirement. The Municipal Compliance Reports is then completed each year by the Pension Fund and is provided to the Village. This year the report reflects that the fund was 54.36% funded at April 30, 2024 (down from 49.05% the prior year) and has recommended municipal contribution/levy of \$658,265 (down from \$684,824 last year). This recommended contribution is based on the actuary's funding policy (100% funded in 15 years on an Entry Age Normal basis). The fund's actuary also presents an alternative municipal contribution which is based on the State Statue funding policy of being 90% funded by 2040 on a Projected Unity Credit Basis. For this year, the alternate contribution is \$533,669. The Illinois Department of Insurance's Public Pension Division also independently computes the funded ratio and estimated levy requirement, however, that computation was not completed at the time this report was prepared. The report will be ratified at the Police Pension Meeting held on February 19 and a signed copy of the report will be presented to the Village Clerk prior to the meeting.

**Recommendation**. Staff recommends a motion to accept the 2024 Municipal Compliance Report, and while the Village does not levy for Police Pension at the present time, staff further recommends that the levy requirement proposed in the Municipal Compliance Report be used in preparing the FY26 budget.



PUBLIC ACT 95-0950 MUNICIPAL COMPLIANCE REPORT



# FOR THE FISCAL YEAR ENDED APRIL 30, 2024

200 Industrial Drive Hampshire, IL 60140 Phone: 847.683.2240

Fax: 847.683.2341 www.hampshireil.org





December 23, 2024

Members of the Pension Board of Trustees Hampshire Police Pension Fund Hampshire, Illinois

Enclosed please find a copy of your Municipal Compliance Report for the Hampshire Police Pension Fund for the fiscal year ended April 30, 2024. We have prepared the report with the most recent information available at our office. Should you have more current information, or notice any inaccuracies, we are prepared to make any necessary revisions and return them to you.

The President and Secretary of the Pension Fund are required to sign the report on page 3. If not already included with the enclosed report, please also include a copy of the Pension Fund's most recent investment policy.

The signed Public Act 95-0950 - Municipal Compliance Report must be provided to the Municipality before the tax levy is filed on the last Tuesday in December. We are sending the report via email to promote an environmentally-friendly work atmosphere.

If you have any questions regarding this report, please contact your Client Manager or PSA.

Respectfully submitted,

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

### Public Act 95-950 - Municipal Compliance Report For the Fiscal Year Ending April 30, 2024

The Pension Board certifies to the Board of Trustees of the Village of Hampshire, Illinois on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

1)	The total cash and investments, including accrued interest, of t position of the Pension Fund:	the fund at market valu	ue and the total net
	_	Current Fiscal Year	Preceding Fiscal Year
	Total Cash and Investments (including accrued interest)	\$4,512,698	\$3,854,700
	Total Net Position	\$4,512,698	\$3,854,700
2)	The estimated receipts during the next succeeding fiscal year police officers and from other sources:	ar from deductions fr	om the salaries of
	Estimated Receipts - Employee Contributions	;	\$102,700
	Estimated Receipts - All Other Sources		
	Investment Earnings		\$225,600
	Municipal Contribution		\$658,265
3)	The estimated amount required during the next succeeding fiscobligations provided in Article 3 of the Illinois Pension Code, of the fund as provided in Sections 3-125 and 3-127:		_
	(a) Pay all Pensions and Other Obligations		\$316,100
	(b) Annual Requirement of the Fund as Determined by:		
	Illinois Police Officers' Pension Investment Fund	,	N/A
	Private Actuary - Lauterbach & Amen, LLP		
	Recommended Municipal Contribution		\$658,265
	Alternative Municipal Contribution		\$533,669
		•	

### Public Act 95-950 - Municipal Compliance Report For the Fiscal Year Ending April 30, 2024

4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year: Preceding Current Fiscal Year Fiscal Year Net Income Received from Investment of Assets \$281,376 \$65,957 Assumed Investment Return Illinois Police Officers' Pension Investment Fund N/A 6.800% 5.000% Private Actuary - Lauterbach & Amen, LLP 5.000% 1.824% Actual Investment Return 6.726% The total number of active employees who are financially contributing to the fund: Number of Active Members 12 The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits: **Total Amount** Disbursed Number of

(i) Regular Retirement Pension	3	\$191,065
(ii) Disability Pension	0	\$0
(iii) Survivors and Child Benefits	0	\$0
Totals	3	\$191,065

### Public Act 95-950 - Municipal Compliance Report For the Fiscal Year Ending April 30, 2024

7)	The funded ratio of the fund:		
,,	The funded ratio of the fund.	Current Fiscal Year	Preceding Fiscal Year
	Illinois Police Officers' Pension Investment Fund	N/A	39.88%
	Private Actuary - Lauterbach & Amen, LLP	54.36%	49.05%
8)	The unfunded liability carried by the fund, along with liability: Unfunded Liability:	an actuarial explanation	on of the unfunded
	Illinois Police Officers' Pension Investment Fund		N/A
	Private Actuary - Lauterbach & Amen, LLP		\$3,900,884
	The accrued liability is the actuarial present value of the peracerued as of the valuation date based upon the actual assumptions employed in the valuation. The unfunded actuality over the actuarial value of assets.	uarial valuation method ecrued liability is the ex	d and the actuarial
9)	Please see attached Investment/Cash Management policy if	applicable	
Pleas	se see Notes Page attached.		
	CERTIFICATION OF MUNICIP PENSION FUND COMPLIANCE		
know	Board of Trustees of the Pension Fund, based upon information by ledge, hereby certify pursuant to §3-143 of the Illinois beding report is true and accurate.		
Adop	oted this, 2024		
Presid	dent	Date	
Secre	etary	Date	

Public Act 95-950 - Municipal Compliance Report For the Fiscal Year Ending April 30, 2024

#### INDEX OF ASSUMPTIONS

1) Total Cash and Investments - as Reported at Market Value in the Audited Financial Statements for the Years Ended April 30, 2024 and 2023.

Total Net Position - as Reported in the Audited Financial Statements for the Years Ended April 30, 2024 and 2023.

2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended April 30, 2024 plus 3.25% Increase (Actuarial Salary Increase Assumption) Rounded to the Nearest \$100.

Estimated Receipts - All Other Sources:

Investment Earnings - Cash and Investments as Reported in the Audited Financial Statements for the Year Ended April 30, 2024, times 5% (Actuarial Investment Return Assumption) Rounded to the Nearest \$100.

Municipal Contributions - Recommended Tax Levy Requirement as Reported by Lauterbach & Amen, LLP, Actuarial Valuation for the Year Ended April 30, 2024.

- 3) (a) Pay all Pensions and Other Obligations Total Non-Investment Deductions as Reported in the Audited Financial Statements for the Year Ended April 30, 2024, plus a 25% Increase, Rounded to the Nearest \$100.
  - (b) Annual Requirement of the Fund as Determined by:

Illinois Police Officers' Pension Investment Fund - No April 30, 2024 Actuarial Valuation available at the time of this report.

Private Actuary - Lauterbach & Amen, LLP:

Recommended Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the April 30, 2024 Actuarial Valuation.

Alternative Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the April 30, 2024 Actuarial Valuation.

Public Act 95-950 - Municipal Compliance Report For the Fiscal Year Ending April 30, 2024

#### INDEX OF ASSUMPTIONS

4) Net Income Received from Investment of Assets - Investment Income (Loss) net of Investment Expense, as Reported in the Audited Financial Statements for the Years Ended April 30, 2024 and 2023.

#### Assumed Investment Return:

Illinois Police Officers' Pension Investment Fund - Preceding Fiscal Year Interest Rate Assumption as Reported in the April 30, 2023 Actuarial Valuation. No April 30, 2024 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Years Ended April 30, 2024 and 2023 Actuarial Valuations.

Actual Investment Return -Net Income Received from Investments as Reported Above as a Percentage of the Average of the Beginning and Ending Balances of the Fiscal Year Cash Investments, Excluding Net Investment Income, Gains, and Losses for the Fiscal Year Return Being calculated, as Reported in the Audited Financial Statements for the Fiscal Years Ended April 30, 2024 and 2023.

- 5) Number of Active Members Illinois Department of Insurance Annual Statement for April 30, 2024 Schedule P.
- 6) (i) Regular Retirement Pension Illinois Department of Insurance Annual Statement for April 30, 2024 Schedule P for Number of Participants and Expense page 1 for Total Amount Disbursed.
  - (ii) Disability Pension Same as above.
  - (iii) Survivors and Child Benefits Same as above.

Public Act 95-950 - Municipal Compliance Report For the Fiscal Year Ending April 30, 2024

#### INDEX OF ASSUMPTIONS

### 7) The funded ratio of the fund:

Illinois Police Officers' Pension Investment Fund - Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the April 30, 2023 Actuarial Valuation. No April 30, 2024 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the April 30, 2024 and 2023 Actuarial Valuations.

### 8) Unfunded Liability:

Illinois Police Officers' Pension Investment Fund - Deferred Asset (Unfunded Accrued Liability) - No April 30, 2024 Actuarial Valuation available at the time of this report.

Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Lauterbach & Amen, LLP in the April 30, 2024 Actuarial Valuation.



## 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: Jay Hedges, Village Manager

FOR: Village Board Meeting on March 20, 2025

RE: Public Works Garage

**Background:** On December 7, 2023, the Village Board authorized the Village Manager to negotiate a contract with Lamp Inc. The Board's action came after Staff's thorough solicitation and evaluation of Design Build Teams. The attached Agenda Supplement from Mr. Wray, dated December 7, 2023, provides the process Staff followed based on State statutes regarding the Design-Build method of construction for municipalities, and with the advice of Attorney Vasselli.

Based on the published criteria, the process resulted in the selection of Lamp Inc. as the Design-Build Contractor, with Kluber Architectural as their design partner. The initial contract approved by the Village Board on January 18, 2024, provided for project phases and billing to date as follows:

Phase I in the amount of \$92,045, was approved on January 18, 2024
Phase II in the amount of \$200,000 was approved on June 7, 2024
Phase III in the amount of \$385,000 was approved on October 3, 2024
Payments through Phase III total \$677,045

**Update:** The Design Build Contract requires Lamp Inc. to provide a Guaranteed Maximum Price (GMP) and firm occupancy date by April 1, 2025. Kluber has now completed the space analysis and the preliminary design, allowing Lamp Inc. to bid multiple bid packages. In each case, they conducted a bid opening and selected the lowest qualified Trade Contractor bid on our behalf.

The Space Analysis resulted in a 33,000 sf building with a Gross Maximum Price of \$14,019,429 (detail attached). Net of Village payments to date totaling \$677,045, the remaining total is

\$13,342,384. The attached project Cost Summary includes the 22 trade bid packages, the low bid for each, and all other direct and indirect costs included in the GMP.

The preliminary delivery date of January 15, 2026, is now confirmed.

**Recommendation:** Staff recommends that the Village Board approve a Resolution authorizing the Village Manager to execute a contract with Lamp Inc. to construct a 33,000 sf Public Works Garage with a Gross Maximum Price of \$14,019,429.



## Village of Hampshire

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

### **Agenda Supplement**

TO: President Reid; Board of Trustees

FROM: Josh Wray, Asst. to the Village Manager
FOR: Village Board Meeting on December 7, 2023

RE: Public Works Garage Design Firm

**Background:** One of the Village Board's top priorities has been building a new Street Department's headquarters. Multiple proposals have been discussed in the last several years including a small expansion on the current site and new buildings on multiple prospective sites, all of which will require significant expenditure. To fund this project, staff proposed a new revenue source in FY2024 budget in the form of a capital fee similar to the water and sewer capital fees. While the Board has not yet given approval to implement a fee or other new revenue source, the Board did approve revenue from the proposed fee in the budget, communicating to staff that this project is a high priority and to move forward.

Staff held internal meetings to review the existing and new statutes governing construction of public facilities and the needs in a design firm to start the process. Staff also held several meetings with contractors and architects to discuss the processes and methods being used today. Then, on November 10, staff released a request for qualifications for design and construction management services. We received 8 responses and evaluated each based on several criteria related to each firm's qualifications, project experience, and ability to complete the Village's proposed project by the target delivery date of December 1, 2024.

**Analysis:** The following criteria were used to evaluate the RFQ responses received:

- Past Project Record & Experience
- Qualifications of Firm(s) and Key Personnel
- Description of Project Approach
- Workload of Key Personnel
- Anticipated Project Timeline
- Location of Key Project Personnel

The three top-scoring firms were invited to present to staff as the final evaluation factor. Those presentations resulted in the following final ranking:

- 1. Lamp Incorporated
- 2. Wight & Company
- 3. Stenstrom Construction Group

While all three firms are well-qualified and could assuredly deliver a quality building, Lamp was chosen primarily because they best communicated their understanding of the design and construction process and the interaction with their customer throughout both. They made the best presentation discussing potential design concepts, detailing how current and future needs will be assessed and incorporated in the design with flexibility, and explaining the clearest timeline for design, construction, and closeout. They also demonstrated the best awareness of design considerations specific to the operations of public works facilities.

If approved by the Board, Lamp will include Kluber Architects + Engineers as a subcontractor to provide all required design and construction management services, but Lamp will serve as the primary project firm with the ultimate responsibility to deliver the finished product on time and within budget.

Click here for the Lamp & Kluber RFQ Submittal

### Click here for 3D Building Concept

**Recommendation:** Staff recommends approving a motion to authorize the village manager to negotiate a professional services agreement with Lamp Incorporated for design and construction management services.

Since the statute does not allow costs to be considered in evaluating the submittals, the next step is for an agreement to be negotiated including costs. The PSA itself will come back to the Village Board, and, upon approval, Lamp will begin design work starting with a needs assessment. Prior to bidding, Lamp will provide a guaranteed maximum price for the construction, at which time the Village will have to decide on a funding mechanism. When the time comes to bid the construction contracts, the Village Board will be asked to approve awards to the lowest qualified bidders.



### Village of Hampshire **New Public Works Facility**

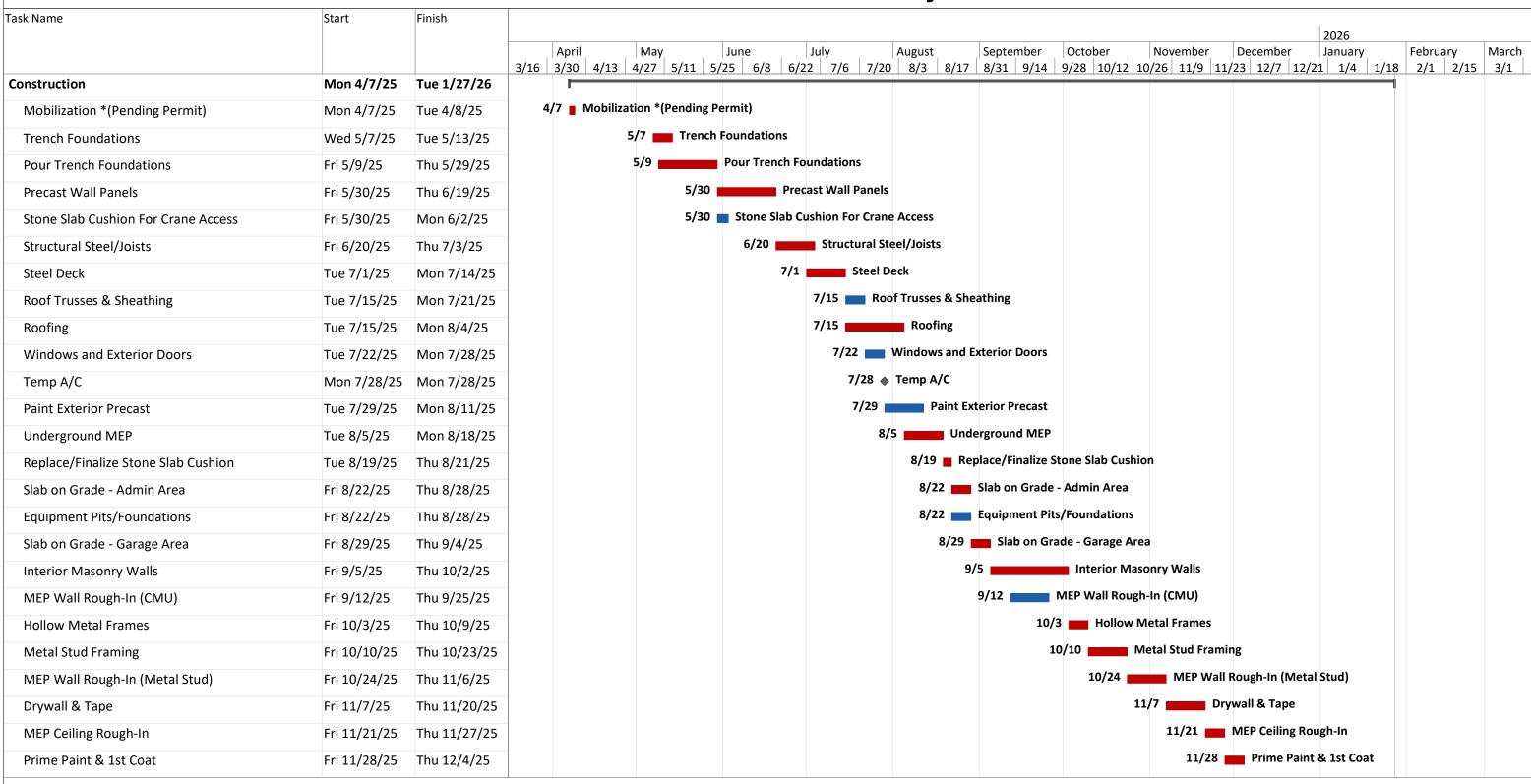
**Project Cost Summary** 

Thursday, March 20, 2025

Proposed

Pkg #	Trade Package	Contract Amount
03A-1	Building Concrete	\$ 1,216,900
03B-1	Precast Concrete	\$ 990,000
04A-1	Masonry	\$ 285,400
05A-1	Structural Steel	\$ 625,000
06A-1	General Trades	\$ 856,000
07A-1	Roofing	\$ 565,000
08B-1	Aluminum, Glass, & Glazing	\$ 133,800
09A-1	Drywall	\$ 356,665
09D-1	Acoustical Ceiling	\$ 34,850
09F-1	Flooring	\$ 159,610
09G-1	Painting	\$ 158,500
11A-1	Vehicle Service Equipment	\$ 507,000
13A-1	Fabricated Structures	\$ 432,380 \$ 76,200
21A-1	Fire Protection	
22A-1	Plumbing	
23A-1	HVAC	,
26A-1	Electrical	
31A-1	Excavation Soil Remediation Allowance	
32D-1	Asphalt Paving	\$ 250,000 \$ 406,490
32C-1	Site Concrete	\$ 406,490
32F-1	Landscaping	\$ 199,611
33A-1	Site Utilities	\$ 419,000
33A-1	Site Othities	\$ 419,000
	Project Allowances	
	Residential Appliance	\$ 7,500
	Office Furniture	\$ 215,000
	Computer & IT Equipment	\$ 40,000
	Phone System	\$ 20,000
	A/V and Sound Systems	\$ 10,000
	Security System	\$ 25,000
	Commissioning	\$ 29,550
	Construction Testing	\$ 75,000
	Kane County Impact Fees	\$ -
	Permit Fees - Building	\$ 33,208
	Permit Fees - Civil	\$ -
Trade Con	tractor Subtotal	\$ 11,236,706
_		
	Preconstruction	\$ 40,000
	General Conditions (Supervision)	\$ 412,950
	Project General Conditions	\$ 221,900
	Construction Management Fee	\$ 297,789
	Performance Bond	
	Builders Risk Insurance	\$ 10,000
	General Liability Insurance	\$ 121,693
	Design-Build Services	\$ 1,268,619
	Construction Contingency	\$ 449,468
	Inflation/Bid Day Contingency	\$ -
	Subtotal	\$ 449,468
	CONSTRUCTION TOTAL	\$ 12,954,793
	Architectural Fees	\$ 960,386
	On-Site Observation	\$ -
	Architectural/Engineer Reimbursables	\$ 4,250
	Architectural Services	\$ 964,636
	Owner Points	ć 400.000
	Owner Reimbursable Costs (Utilities, Etc.)	\$ 100,000 *Soo above
-	Owner Direct Costs (FF&E, Permit Fees, Etc.)	*See above \$ 14,019,429
	Page 22 BROJECT TOTAL	\$ 14,019,429

# Village of Hampshire New Public Works Facility





# Village of Hampshire New Public Works Facility

Task Name	Start	Finish																	١				
				April		May		June		July	August		September	Octobe		Novemb		December	J	2026  anuary		ruary	Marcl
Casework	Fri 12/5/25	Thu 12/11/25	3/16	3/30	4/13	4/27 5	5/11 5	6/25 6/	8 6/2	2 7/6 7/	20 8/3	8/17	8/31 9/14	9/28 10	0/12 10	/26 11/9	9 11/2 <b>12/5</b>	3 12/7 Case	12/21 ework	1/4	1/18 2/1	1 2/15	3/1
Sectional & Coiling Doors	Fri 12/5/25	Thu 12/18/25															12/5				ing Doors		
Lockers	Fri 12/5/25	Tue 12/9/25															-	Locke					
Flooring	Fri 12/12/25	Thu 12/18/25																/12		ng			
Concrete Floor Finishes	Fri 12/12/25	Thu 12/18/25																/12		_	inishes		
																		/12 /					
Acoustic Ceiling Grid	Fri 12/12/25	Thu 12/18/25															12			_	Fixtures &	Einicho	•
MEP Fixtures & Finishes	Fri 12/19/25	Thu 1/8/26																				riiisiies	•
Acoustic Ceiling Tile	Fri 12/19/25	Tue 12/23/25																12/19					
Swing Doors & Hardware	Fri 12/19/25	Thu 12/25/25																			& Hardwa		
Vehicle Lifts and Owner Equipment		Thu 1/1/26																12/19			ifts and Ov	wner Eq	uipmen
Final Paint		Tue 12/30/25																		Final Pain			
Misc. Finishes/Div 10 Items	Wed 12/24/25	Tue 1/13/26																12/24			sc. Finishe		) Items
Punchlist	Wed 1/14/26	Tue 1/27/26																	1	1/14	Punch	nlist	
Site Work	Wed 4/23/25	Tue 8/26/25																					
Site Utilities	Wed 4/23/25	Tue 5/13/25		4/	23		Site Ut	ilities															
Partial Parking Lot Stone Base	Fri 5/30/25	Tue 6/3/25					5/30	Parti	al Parkiı	ng Lot Stone E	Base												
Asphalt Paving - Salt Dome Pad	Wed 6/4/25	Tue 6/10/25					6/	/4 📉 A	sphalt F	Paving - Salt D	ome Pad												
Curb & Gutter - Site Perimeter	Wed 6/11/25	Tue 6/24/25						6/11	Cı	urb & Gutter -	Site Perim	eter											
Salt Dome Construction	Wed 6/11/25	Tue 7/8/25						6/11		Salt Don	ne Constru	ction											
Dry Storage & Material Storage Construction	Wed 6/11/25	Tue 7/8/25						6/11		Dry Stor	age & Mat	erial Sto	orage Constru	uction									
Complete/Fine Grade Paving Stone Base	Wed 7/9/25	Tue 7/15/25							7	7/9 <b>C</b> om	plete/Fine	Grade I	Paving Stone	Base									
Asphalt Binder Course - Parking Lot & Drives	Wed 7/16/25	Tue 7/22/25								7/16 A	Asphalt Bin	der Cou	rse - Parking	Lot & Drive	es								
Sidewalks/Patio/Barrier Curbs	Wed 7/23/25	Tue 7/29/25								7/23	Sidewal	ks/Patio	/Barrier Cur	bs									
Asphalt Surface Course - Parking Lot & Drives	Wed 7/23/25	Tue 7/29/25								7/23	Asphalt	Surface	Course - Par	king Lot &	Drives								
Fencing & Gates	Wed 7/30/25	Tue 8/12/25								7/30		Fencing	& Gates										
Landscaping	Wed 8/13/25	Tue 8/26/25									8/13	L	andscaping										



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

# A RESOLUTION AUTHORIZING AND APPROVING A STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS WITH LAMP INCORPORATED AND THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS

(New Public Works Facility)

**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 protecting the health, safety and welfare of the residents of the Village; and

**WHEREAS,** the Public Works Department of the Village ("Public Works") is responsible for maintaining all Village infrastructure and property, and provides public services including, without limitation, street sweeping and snow removal; and

**WHEREAS,** as the population of the Village increases, it is necessary for Public Works to obtain additional employees, vehicles and/or equipment to ensure that Public Works can efficiently, economically and effectively carry out its duties; and

WHEREAS, in connection with the foregoing, the Village is in the process of constructing a new Public Works facility (the "Project"); 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 Municipal Design-Build Authorization Act (65 ILCS 5/11-39.2-1, *et, seq.*) authorizes the Village to use design-build processes to increase the efficiency and effectiveness of delivering public projects; and

**WHEREAS,** to undertake the Project, it is necessary for the Village to obtain designbuild services and/or related services (the "Services"); and

WHEREAS, Lamp Incorporated has offered to provide the Services to the Village in accordance with the terms of a standard design-build agreement and general conditions (collectively, the "Agreement"), attached hereto and incorporated herein as Exhibit A; and

**WHEREAS,** in connection with providing the Services, Lamp Incorporated may contract with other entities to carry out portions of the Project; 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 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 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 Agreement and this Resolution.

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

# EXHIBIT A (AGREEMENT)

STATE OF ILLINOIS COUNTY OF KANE	) ) SS )					
	CLERK'S CERTIFICATE (RESOLUTION)					
of Hampshire, Kane and Mc	certify that I am the duly appointed Henry Counties, Illinois, and I do records and that the attached heret	hereby certify that I am currently				
AGREEMENT AND G AND THE VILL	ORIZING AND APPROVING AS ENERAL CONDITIONS WITH AGE OF HAMPSHIRE, COUNT MCHENRY, STATE OF ILLING (New Public Works Facility)	LAMP INCORPORATED TIES OF KANE AND				
Corporate Authorities, if requ	, 2025, the Board of the direct by law) passed and adopted R President on the	Resolution No, which				
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 Resol of the Village Clerk.	ution was available for public insp	pection upon request in the office				
DATED at Hampshire, Illino	is, thisday of	, 2025.				
Karen L. Stuehler, Village Cl Village of Hampshire	erk					
(Seal)						



### 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 Manger for Development

FOR: Village Board Meeting on March 6, 2025

**RE:** Resolution to Increase Number of Chicken Licenses

**Background:** In October 2023, the Village Board approved Ord. 23-19 amending the Village of Hampshire Zoning Ordinance to permit the keeping of chickens on single-family residential lots. Sec. 6-20-1-B-1 of the Hampshire Zoning Ordinance states the number of chicken licenses will be set by the Village Board from time to time. At the time of the Ord. 23-19 approval, the number of chicken licenses was set at fifteen (15).

**Analysis:** Since the approval of Ord. 23-19, the Village has issued the maximum fifteen (15) chicken licenses annually and has a waiting list for property owners who would like to obtain a chicken license.

Since the inception of the chicken license program, the Village has not received complaints for those that have obtained a chicken license. Due to the lack of complaints of received by the Village, the compliance of those that receive chicken licenses, and the growing interest in chicken keeping, Village staff is recommending increasing the number of chicken licenses from fifteen (15) to twenty-five (25).

**Recommendation:** For the Village Board to approve the resolution to increase the number of chicken licenses from fifteen (15) to twenty-five (25).

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

A RESOLUTION AUTHORIZING AND APPROVING AN INCREASE IN THE MAXIMUM NUMBER OF LICENSES THE VILLAGE WILL ISSUE FOR KEEPING CHICKENS WITHIN THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS

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

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

**WHEREAS,** Section 6-20-1 of the Municipal Code of Hampshire of 1985 (the "Village Code") sets forth the general regulations and rules for keeping chickens within the Village; and

WHEREAS, pursuant to Section 6-20-1 of the Village Code, a license is required to keep chickens within the Village ("Licenses") and the number of Licenses are set by the Village Board; and

WHEREAS, the Village has not received a lot of complaints regarding chickens in the Village and has received requests to add Licenses; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to increase the maximum number of Licenses that the Village may issue from fifteen (15) to twenty-five (25) Licenses;

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 Village Board hereby approves of and authorizes increasing the maximum number of Licenses that the Village may issue from fifteen (15) to twenty-five (25) Licenses. The Village Board further authorizes the President or his designee to execute any required documentation and perform all necessary acts to effectuate the intent of this Resolution. 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 this Resolution.

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

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

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

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

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

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

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

STATE OF ILLINOIS )
COUNTY OF KANE ) SS
CLERK'S CERTIFICATE (RESOLUTION)
I, Karen L. Stuehler, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane and McHenry Counties, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution titled:
A RESOLUTION AUTHORIZING AND APPROVING AN INCREASE IN THE MAXIMUM NUMBER OF LICENSES THE VILLAGE WILL ISSUE FOR KEEPING CHICKENS WITHIN THE VILLAGE OF HAMPSHIRE, COUNTIES OF KANE AND MCHENRY, STATE OF ILLINOIS
I certify that on, 2025, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law) passed and adopted Resolution No, which was approved by the Village President on the day of, 2025.
I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, et seq.).
A copy of such Resolution was available for public inspection upon request in the office of the Village Clerk.
DATED at Hampshire, Illinois, thisday of, 2025.
Karen L. Stuehler, Village Clerk Village of Hampshire
(Seal)

### AGENDA SUPPLEMENT

TO: President Reid and Village Board

FROM: Lori Lyons, Finance Director

FOR: March 6. 2025 Village Board Meeting

**RE:** A Resolution Authorizing the Purchase of a Crossveyor with Quick N Easy

**Road Shouldering Screed** 

**Background.** The FY25 Village budget included a shouldering machine in the amount of \$15,000.00 and a ditch mower attachment in the amount of \$20,000.00 equipment line item of the Street Department. It has been determined that the shouldering machine plus the screed will exceed the amount designated but the ditch mower will not work with the Village's tractor and will not be purchased. The combined \$35,000 designated for these two pieces of equipment is greater than the amount required to purchase the Crossveyor with Quick N Easy Road Shouldering Screed. If interested, you can view this equipment in action at: <a href="https://www.youtube.com/watch?v=gpdGcHTDKbk">https://www.youtube.com/watch?v=gpdGcHTDKbk</a>.

**Analysis.** Bonnell was awarded a contract by the Purchasing Cooperative of America (PCA), a group that the Village is a member. PCA is a national purchasing cooperative active in all 50 states and satisfies all of the competitive bidding requirements for this purchase. The quote is attached as Exhibit A to the attached resolution and comes in at \$27,218.52 for the items detailed.

**Recommendation.** Staff requests authorization to sign the Bonnel Quote for \$27,218.52 for the purchase of a Crossveyor with Quick N East Road Shouldering Screed by passing the attached resolution.

#### Resolution No. 25 – XX

# A RESOLUTION AUTHORIZING THE PURCHASE OF A CROSSVEYOR WITH QUICK N EASY ROAD SHOULDERING SCREED FOR 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 operates and maintains equipment necessary to operate and maintain Village streets; and

WHEREAS, the Village is a member of the Purchasing Cooperative of America (PCA), a public agency that provides cooperative purchasing solutions for government and educational agencies, and

WHEREAS, PCA has identified the Bonnell Industries Inc. (Bonnell) as a qualified bidder and awarded a contract to the Vendor for the purchase of a Crossveyor with Quick N Easy Road Shouldering Screed, as provided in the attached Exhibit A, and

WHEREAS, Village staff has determined that PCA's purchasing policies satisfy all competitive bidding requirements, and

WHEREAS, the Village has sufficient funds in equipment line item of the Fiscal Year 2025 budget for this purchase, and

WHEREAS, the President and Trustees of the Village of Hampshire have determined that it is in the best interest of the Village and the public to approve the purchase of Crossveyor with Quick N Easy Road Shouldering Screed from the Bonnell as set for in this resolution:

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 purchase of Crossveyor with Quick N Easy Road Shouldering Screed for street operations as specified and detailed in Exhibit A attached hereto and incorporated herein by this reference is hereby approved.

Section two. The Village Manager, or his designee, is authorized to execute, on behalf of the Village, all documents acceptable and necessary to complete the purchase of the upfitting from Bonnell as authorized by pursuant to this Resolution.

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

	ADOPTED THIS	6 6 <sup>th</sup> day of Feb	oruary 2025, pu	rsuant to roll call	vote as follows:	
	AYES:					
	NAYS:					
	ABSTAIN:					
	ABSENT:					
	APPROVED TH	IS 6 <sup>th</sup> day of Fe	ebruary 2025.			
					ael J. Reid, Jr. e President	
ATTES	T:					
			_			
	Karen Stuel Village Cler					



1385 Franklin Grove Rd Dixon, IL 61021 815-284-3819 \* 815-284-8815 Fax 800-851-9664

www.bonnell.com \* info@bonnell.com

Quote

Quote Number: 0178052 **Quote Date: 2/19/2025** 

# FINANCING AVAILABLE **ASK US FOR DETAILS**

Ship To: 01

VILLAGE OF HAMPSHIRE 100 KLICK STREET HAMPSHIRE, IL 60140

Phone:

Fax:

Comment:

(815) 683-9489 Phone:

Fax: (847) 683-4053

0002184

VILLAGE OF HAMPSHIRE

HAMPSHIRE, IL 60140-0457

dstarrett@hampshireil.org

DAVID STARRETT Confirm To:

Bill To:

P O BOX 457

F.O.B. Customer P.O. Ship VIA

Terms Net 30 Days **Quote Expiration** 3/19/2025

Ordered	Unit	Item Number
	EACH	*NOTE IF HAMPSHIRE WANTS THE CROSSVEYOR ONLY WITH NO QUICK N EASY ROAD SHOULDERING SCREED:
1.00	EACH	DEDUCT \$7,286,43 FROM THE TOTAL ON THE LAST PAGE TO REMOVE THE QUICK N EASY.  CROSS CONVEYOR  BONNELL CONFIGURED CROSS CONVEYOR.
1.00	EACH	RCC-16-CS Carbon Steel Rear Cross Conveyor with 16"" wide Belt over Chain Conveyor Apron.
1.00	EACH	RC10120 Carbon Steel Berm Chute (Mounts on Either Side)
1.00	EACH	RC10135 36" Stainless Tailgate Shields
1.00	EACH	RC10200  Quick-N-Easy Shouldering Screed
1.00	EACH	\$7,286,43 RC10230 Hydraulic Hose Kit (Cross Conveyor Only)
1.00	EACH	RC10240 Hydraulic Hose Kit (Quick-N-Easy only))
1.00	EACH	\$541.75 RC10320 Light bar with Stop, Turn, Tail, Amber Flashers, and 3 light cluster.
1.00	EACH	RC10330 Reversing valve to reverse direction of the conveyor.
1.00	EACH	RC10410 BONNELL INSTALLATION



PCA OD-364-22 Road & Street Cleaning

1385 Franklin Grove Rd Dixon, IL 61021 815-284-3819 \* 815-284-8815 Fax 800-851-9664

www.bonnell.com \* info@bonnell.com

# Quote

**Quote Number:** 0178052 **Quote Date:** 2/19/2025

# FINANCING AVAILABLE ASK US FOR DETAILS

**Bill To**: 0002184

VILLAGE OF HAMPSHIRE P O BOX 457

HAMPSHIRE, IL 60140-0457

Fax: (847) 683-4053

Ship To: 01

VILLAGE OF HAMPSHIRE 100 KLICK STREET HAMPSHIRE, IL 60140

Phone:

Fax:

Confirm To: DAVID STARRETT

(815) 683-9489

Phone:

Customer P.O.

ETT Comment:

Ship VIA F.O.B.

dstarrett@hampshireil.org

Terms

Quote Expiration

Net 30 Days 3/19/2025

Ordered Unit Item Number

SIGNING THIS	QUOTE CONS	TITUTES YOUR	ACCEPTANCE AND	AGREEMENT TO	THE FOLLOWING:

- o DUE TO THE CLIMATE OF CURRENT MARKET CONDITIONS FINAL INVOICE PRICE MAY VARY FROM ORIGINAL QUOTE PRICE.
- O NO PRODUCT/SPEC. CHANGES MAY BE MADE AFTER THE DATE OF SIGNATURE. ANY CHANGES REQUESTED AFTER THE DATE OF SIGNATURE WILL BE QUOTED SEPARATELY AND, IF APPLICABLE, WILL BE COMPLETED ON A SEPARATELY SCHEDULED TIME FRAME.
- $\circ$  15% RESTOCKING FEE ON RETURNED ITEMS. NO RETURNS ON ELECTRICAL ITEMS
- o THIS QUOTE IS VALID FOR 30 DAYS. ALL QUOTES OVER 30 DAYS OLD ARE SUBJECT TO CHANGE AND REQUIRE A REQUOTE PRIOR TO ACCEPTANCE OF A PURCHASE ORDER.

Net Order:	27,218.52
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Quote Total:	27,218.52

AUTHORIZED APPROVAL CONTACT NAME (PRINTED):

AUTHORIZED APPROVAL CONTACT (SIGNATURE):

 APPROVAL DATE:
 CUSTOMER PO NUMBER:

 0009
 Joey Bonnell

 Page 40 of 131
 JRB



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

#### **MEMO**

To: Village of Hampshire

From: Engineering Enterprises, Inc.

Date: March 13, 2025

Re: North State Street Resurfacing – Agenda Supplement

Joint Funding Agreement and Phase III Engineering Agreement

#### **Background**

The Village received funding approval for the "North State Street Resurfacing from Hampshire Creek to Allen Road" project from the Kane/Kendall Council of Mayors utilizing the STU (Surface Transportation Program – Urban) funding source from IDOT. The federal funds are being utilized for construction and construction engineering with a 75% federal and 25% local funding split.

Project design is complete and on target for the IDOT June 2025 letting with construction in late summer and fall of 2025. There are two items that require Village approval at this point to stay on target for the June Letting. The Joint Funding Agreement and the Engineering Services Agreement for Phase III construction engineering.

EEI has drafted the attached Joint Funding Agreement which authorizes the Village's local match of \$104,357.00.

EEI has also prepared the attached Engineering Services Agreement in the amount of \$37,903.00 for construction engineering and material testing.



## Local Public Agency Engineering Services Agreement

A	greement For			Agreement Ty	⁄ре	
Using Federal Funds? ☒ Yes ☐ No ☐	ederal CE			Original		
	LOCAL P	JBLIC AGENCY				
Local Public Agency	Cou	nty	Section	Number	Job	Number
Hampshire	Kar	ie	24-00	022-00-RS	C-9	1-275-24
Project Number Contact Name		Phone Number	Email			
SLD7(215) Jay Hedges		(847) 683-2181	jhedge	es@hampsh	ireil.org	
	SECTION	N PROVISIONS				
Local Street/Road Name	Key Ro	ute	Length	Structure	Number	
N. State Street	FAU 0	098	0.35	N/A		
Location Termini						Add Location
Hampshire Creek to Allen Road						Remove Location
Project Description					'	
The project consists of hot-mix asphonourse, hot-mix asphalt surface cour structure adjustments, pavement ma accordance with the plans, specifical	rse, combination o orkings and all oth	oncrete curb an er appurtenant v	d gutter i vork requ	emoval and	replace	ement,
Engineering Funding X Federa	al MFT/TBP	State X Other	Local Fu	nds		
Anticipated Construction Funding 🗵 Federa	al MFT/TBP	State X Other	Local Fu	nds		
	AGRE	EMENT FOR				
➤ Phase III - Construction Engineering						
	CON	ISULTANT				
Prime Consultant (Firm) Name	Contact Name	Phone Numb		mail		
Engineering Enterprises, Inc.	Chris Ott	(630) 466-	6757 c	ott@eeiweb.	com	
Address		City			State	Zip Code
52 Wheeler Road		Sugar Grove	;		IL	60554

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of

Transportation

Resident Construction Supervisor 
Authorized representative of the LPA in immediate charge of the engineering details of the

construction PROJECT

In Responsible Charge A full time LPA employee authorized to administer inherently governmental PROJECT activities

Contractor Company or Companies to which the construction contract was awarded

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:
x EXHIBIT A: Scope of Services
X EXHIBIT B: Project Schedule
EXHIBIT C: Qualification Based Selection (QBS) Checklist
x EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514 )
🗵 Exhibit E: Rubino Proposal
Exhibit F: BC 775

**AGREEMENT EXHIBITS** 

#### THE ENGINEER AGREES,

- 1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
- 2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- 3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
- 4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
- 5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- 6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
- 7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
- 8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
- 9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
- 10. For Construction Engineering Contracts:
  - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
  - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
- 11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

#### II. THE LPA AGREES,

- 1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
  - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
- 2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
- 3. For Construction Engineering Contracts:
  - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
  - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
- 4. To pay the ENGINEER:

- (a) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final Payment Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5.	To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the
	following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

<u>Field Office Overhead Rates:</u> Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

#### III. IT IS MUTUALLY AGREED,

- 1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
- 2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
  - The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
- 4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

- 5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
- 6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
- 7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
- 8. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

- 9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire: strikes: and floods.
  - If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
- 10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited or suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Construction Engineering Contracts:
  - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
  - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
  - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
  - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
  - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY				
Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount		
Engineering Enterprises, Inc.	36-3150869	\$32,315.00		

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering	80-0450719	\$5,588.00
	Subconsultant Total	\$5,588.00
	Prime Consultant Total	\$32,315.00
	Total for all work	\$37,903.00

AGREEMENT SIGNATURES				
Local Public Agency Type Local Public Agency				
Attest: The Village	of Hamps	hire		
By (Signature & Date)		By (Signature & Date)		
	blic Agency Type	Title		
Hampshire Village	Clerk	Village President		
(SEAL)				
(SEAL)				
Executed by the ENGINEER:				
	ultant (Firm) Name			
Attest:	ng Enterprises, Inc.			
By (Signature & Date)		By (Signature & Date)		
Title		Title		
Chief Operating Officer/President		Project Manager		

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Hampshire	Engineering Enterprises, Inc.	Kane	24-00022-00-RS

# EXHIBIT A SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- Attend Pre-Construction Meeting
- Review Contractor's Proposed Construction Schedule
- •Set up field books, quantity books, diary, job box and all other forms of proper project documentation, including CMMS
- Prepare a project contact list
- Provide resident engineering for on-site observation
- •Keep inspector's daily reports and quantity book records up to date
- Maintain orderly files of all relevant project documents
- •Perform quantity measurements to prepare pay estimates and change orders for Village & IDOT approval
- •Provide liaison functions related to the coordination of contractors, utilities, developers, other agencies and property owners engaged or affected by the project
- Monitor adherence to project specifications
- Maintain daily contact with the Contractor to monitor schedule
- Maintain daily contact with Village and IDOT
- •Gather material inspection and coordinate any required testing on behalf of the Village
- Provide guidance to the contractor when questions arise during construction
- Provide construction layout
- Provide information to residents as required
- •Perform punch list inspections and provide follow up inspections and recommend acceptance when appropriate
- Communicate activities with Village weekly or as required based on on-site activities
- Complete job box and conduct all audits with IDOT
- Complete required pay estimates and change orders to complete the project
- Prepare necessary IDOT closeout paperwork

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Hampshire	Engineering Enterprises, Inc.	Kane	24-00022-00-RS

# EXHIBIT B PROJECT SCHEDULE

1. Target Letting: 6/13/2025

Pre-Construction Meeting: 8/5/2025
 Start of Construction: 8/11/2025
 End of Construction: 9/26/2025
 Project Closeout: 06/01/2026

Loc	cal Public Agency	Prime Consultant (Firm) Name	County	Sect	tion N	umber
На	mpshire	Engineering Enterprises, Inc.	Kane	24-	0002	2-00-RS
		Exhibit C Qualification Based Selection (QBS) C	hecklist			
Und fund lter	der the threshold, QBS requirements do ds being used, federal small purchase of Form Not Applicable (engineering ser	vices less than the threshold) eral funds and QBS process is applicable	illy. If the value is under	the thre	esholo	
1		dures discuss the initial administration (proceering and design related consultant service:			×	
2	Do the written QBS policies and proce specifically Section 5-5.06 (e) of the B	dures follow the requirements as outlined in LRS Manual?	Section 5-5 and		×	
3	Was the scope of services for this pro	ect clearly defined?			×	
4	Was public notice given for this projec	t?			×	
	If yes Due date of submittal 02/14/25  Method(s) used for advertisement and Via website continuously starting	I dates of advertisement				
5	Do the written QBS policies and proce	dures cover conflicts of interest?		$\neg \neg$	×	
6	Do the written QBS policies and procedebarment?	dures use covered methods of verification for	or suspension and		×	
7	Do the written QBS policies and proce	dures discuss the methods of evaluation?			×	
		Project Criteria	Weightin	g		
	Firm Experience			30%		
	Staff Capabilities			30%		
	Past Performance			30%		
	Local Presence			10%		
8	Do the written QBS policies and proce	dures discuss the method of selection?	•	$\Box$	×	
-	ection committee (titles) for this project			_		
	y Hedges (Village Manager), Lo pervisor)	ri Lyons (Finance Director), Dave St	arrett (Streets			
		consultants ranked for this project in order				
	1 Engineering Enterprises, Inc. 2	c. (Approved by IDOT on 3-3-25)				
	3					
9		for this project developed in-house prior to	<u>~</u>	ᆜᆜ	×	
		ormed in accordance with federal requireme	nts.	ᆛ片	×	
12	Were acceptable costs for this project  Do the written QBS policies and proce request for reimbursement to IDOT for	dures cover review and approving for paym	ent, before forwarding t	he $\Box$	×	
13		dures cover ongoing and finalizing administ contract, records retention, responsibility, re of disputes)?			×	
14	QBS according to State requirements	used?				
15	Existing relationship used in lieu of QE	3S process?				

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Hampshire	Engineering Enterprises, Inc.	Kane	24-00022-00-RS
16 LPA is a home rule community (Exem	pt from QBS).		



# EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

Local Public Agency	County	Section Number
Village of Hampshire	Kane	24-00022-00-RS
Prime Consultant (Firm) Name	Prepared By	Date
Engineering Enterprises, Inc.	Christopher J. Ott	2/27/2025
Consultant / Subconsultant Name	Job Number	
Engineering Enterprises, Inc.	C-91-27-524	
Note: This is name of the consultant the CECS is being completed	·	<u></u>

#### Remarks

N. State Street Resurfacing from Hampshire Creek to Allen Road

#### **PAYROLL ESCALATION TABLE**

CONTRACT TERM	10	MONTHS	OVERHEAD RATE	176.13%
START DATE	8/1/2025		COMPLEXITY FACTOR	0
RAISE DATE	2/28/2026		% OF RAISE	3.00%
END DATE	5/31/2026			

#### **ESCALATION PER YEAR**

					% of	
	Year	First Date	Last Date	Months	Contract	
_	0	8/1/2025	2/28/2026	7	70.00%	Ī
	1	3/1/2026	5/31/2026	3	30.90%	

The total escalation = 0.90%

Note: This is name of the consultant the CECS is being complete for. This name appears at the top of each tab.

Local Public Agency	County	Section Number		
Village of Hampshire Kane		24-00022-00-RS		
Consultant / Subconsultant Name		Job Number		
Engineering Enterprises, Inc.		C-91-27-524		

### **PAYROLL RATES**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	90.00
<b>ESCALATION FACTOR</b>	0.90%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
E-4 Senior Principal	\$99.76	\$90.00
E-3 Principal	\$89.55	\$90.00
E-2 Senior Project Manager	\$79.73	\$80.45
E-1 Project Manager	\$62.09	\$62.65
P-6 Senior Project Engineer II	\$52.65	\$53.12
P-5 Senior Project Engineer I	\$47.96	\$48.39
P-4 Project Engineer	\$40.16	\$40.52
T-6 Senior Project Technician II	\$47.27	\$47.70
T-5 Senior Project Technician I	\$48.95	\$49.39
T-4 Project Technician	\$41.15	\$41.52
T-3 Senior Technician	\$35.68	\$36.00
T-2 Technician	\$26.55	\$26.79
T-1 Associate Technician	\$24.00	\$24.22
I-1 Engineering Intern	\$24.00	\$24.22
A-4 Executive Administrative Assistant	\$56.60	\$57.11
A-3 Administrative Assistant	\$35.28	\$35.60

Local Public Agency	County	Section Number
Village of Hampshire	Kane	24-00022-00-RS
Consultant / Subconsultant Name		Job Number
Engineering Enterprises, Inc.		C-91-27-524

#### **SUBCONSULTANTS**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Total 0.00 0.00

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency	County	Section Number
Village of Hampshire	Kane	24-00022-00-RS
Consultant / Subconsultant Name	·	Job Number
Engineering Enterprises, Inc.		C-91-27-524

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
		TOTAL DIRE	ECT COSTS:	\$0.00

Local Public Agency	County	Section Number
Village of Hampshire	Kane	24-00022-00-RS
Consultant / Subconsultant Name		Job Number
Engineering Enterprises, Inc.		C-91-27-524

### **COST ESTIMATE WORKSHEET**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE	176.13%	COMPLEXITY FACTOR	0
		<b>_</b>	

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Management and Administration		10	662	1,166	218		2,046	5.40%
Project Startup and Closeout		36	1,547	2,725	511		4,783	12.62%
Construction Layout		8	368	649	122		1,139	3.01%
Construction Inspection and Documentation		178	7,346	12,938	2,424		22,708	59.91%
Preparation of Pay Estimates		8	368	649	122		1,139	3.01%
Material Testing		4	162	285	53	5,588	6,088	16.06%
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Subconsultant DL							\$0.00	
Direct Costs Total ===>	\$0.00						\$0.00	
TOTALS		244	10,453	18,412	3,450	5,588	37,903	100.00%

28,865

Local Public Agency	County	Section Number
Village of Hampshire	Kane	24-00022-00-RS
Consultant / Subconsultant Name		Job Number
Engineering Enterprises, Inc.		C-91-27-524

#### **AVERAGE HOURLY PROJECT RATES**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF **Project Management and Project Startup and** Construction Inspection Preparation of Pay **PAYROLL** AVG TOTAL PROJ. RATES Administration Closeout and Documentation **Estimates Construction Layout** HOURLY % Wgtd Hours % Hours Wgtd % Wgtd Hours % Wgtd Hours % Wgtd Hours Wgtd Hours **CLASSIFICATION RATES** Part. Avg Part. Avg Part. Avg Part. Avg Part. Avg Part. Avg E-4 Senior Principal 90.00 0.0 E-3 Principal 90.00 0.0 E-2 Senior Project Manager 80.45 2.0 0.82% 0.66 20.00% 16.09 62.65 22.0 9.02% 5.65 80.00% E-1 Project Manager 8 50.12 4 11.11% 6.96 2 25.00% 15.66 6 3.37% 2.11 2 25.00% 15.66 P-6 Senior Project Engineer II 53.12 0.0 P-5 Senior Project Engineer I 48.39 0.0 40.52 220.0 90.16% 36.54 32 88.89% 36.02 6 75.00% 30.39 172 96.63% 39.16 75.00% 30.39 P-4 Project Engineer 6 -6 Senior Project Technician II 47.70 0.0 Γ-5 Senior Project Technician I 49.39 0.0 Γ-4 Project Technician 41.52 0.0 Γ-3 Senior Technician 36.00 0.0 Γ-2 Technician 26.79 0.0 T-1 Associate Technician 24.22 0.0 -1 Engineering Intern 24.22 0.0 A-4 Executive Administrative Assistant 57.11 0.0 A-3 Administrative Assistant 35.60 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 **TOTALS** \$66.21 \$42.98 244.0 100% \$42.84 10.0 100.00% 36.0 100% 8.0 100% \$46.05 178.0 100% \$41.27 8.0 \$46.05

Local Public Agency	County	Section Number
Village of Hampshire	Kane	24-00022-00-RS
Consultant / Subconsultant Name		Job Number
Engineering Enterprises, Inc.		C-91-27-524

#### **AVERAGE HOURLY PROJECT RATES**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

		ı									1				SHEET		<del></del>		
PAYROLL	AVG	Ma	aterial Test	ing															
CLASSIFICATION	HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
E-4 Senior Principal	90.00		r art.	Avg		r art.	Avg		r art.	Avg		r art.	Avg		r art.	Avg		rait.	Avg
E-3 Principal	90.00																		<b>—</b>
E-2 Senior Project Manager	80.45																		
E-1 Project Manager	62.65																		
P-6 Senior Project Engineer II	53.12																		
P-5 Senior Project Engineer I	48.39																		
P-4 Project Engineer	40.52	4	100.00%	40.52															t
T-6 Senior Project Technician II	47.70		100.0070	10.02															
T-5 Senior Project Technician I	49.39																		
T-4 Project Technician	41.52																		
T-3 Senior Technician	36.00																		
T-2 Technician	26.79																		
T-1 Associate Technician	24.22																		
I-1 Engineering Intern	24.22																		
A-4 Executive Administrative Assistant	57.11																		
A-3 Administrative Assistant	35.60																		
TOTALS		4.0	100%	\$40.52	0.0	0%	\$0.00	0.0	0%	\$0.00		0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



February 25, 2025

**PROPOSAL** 

To: Christopher J. Ott, PE, CPII

Engineering Enterprises, Inc.

52 Wheeler Road Sugar Grove, IL 60554 P: 630.742.2051 Re: QA Materials Testing Services

Proposed N. State Street Resurfacing

In Hampshire, Illinois

Proposal No. Q25.131

Via email: COtt@eeiweb.com

Dear Mr. Ott,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing services for the above referenced project.

#### **PROJECT UNDERSTANDING**

Rubino Engineering, Inc. received a request for proposal from Christopher J. Ott, PE, CPII of Engineering Enterprises, Inc. on February 25, 2025 and the following outlines our understanding of the requested scope of services:

#### **Project Name and Description**

FAU 0098 (N. STATE STREET)
HAMPSHIRE CREEK TO ALLEN ROAD
ROADWAY RESURFACING
SECTION 24-00022-00-RS
PROJECT NUMBER: SLD7 (215)
VILLAGE OF HAMPSHIRE
KANE COUNTY
JOB NO. C-91-275-24

# General Scope of Services BITUMINOUS PAVING AND CONCRETE

- QA Field testing of hot mix asphalt (HMA) density by the nuclear method
  - LR1030-2 Specification with Nuclear Gauge Acceptance
  - Random Number Generation required for the QC/QA Program for QA Nuclear Testing
- QA Laboratory testing of HMA Bulk SG, Max SG, and Loss on Ignition
- QA Field testing of uncured concrete and inspection of reinforcing steel
  - Slump, air, temperature, and casting of cylinders
  - Laboratory testing of cured concrete compressive strength

#### **Extras**

- Tack Coat Application Rate
- Prime Coat Application Rate
- LJS Application Rate and Sampling, Delivering Paint Can to IDOT
- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

Based on your email on February 25, 2025, the following summarizes our estimate for testing and is subject to change based on final scheduling:

Item Description	Quantity	Unit	Item	Material Tester 1 & 2 (hr)	Vehicle (Day)	Project Manager (hr)	Cylinders (each)	Nuclear Density Gauge (per day)	Sample Pickup (0.5 Veh + 2 Hours MT 1)	Maximum Theoretical Specific Gravity	<b>Bulk Specific Gravity</b>	Ignition Oven Test / Reflux Extraction	Sieve Analysis
HMA Binder Course, IL-19.0 N50	960	TON	4	4	0.5	2		1	1	1	1	1	1
Partial Depth Patching (Special)	528	SY	¥ ¥ I	4	0.5	1		1	0	0	0	0	0
HMA Surface Course, IL-9.5, Mix "D", N50	655	TON		4	0.5	2		1	1	1	1	1	1
			O										
PCC C&G, Type B-6.18	300	FT	POO	4	0.5	1	6		1				

#### **FEES**

The work will be accomplished on a CECS in accordance with the attached BLR 05514 Cost Estimate and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal. The estimated fee is **\$5,588**.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

#### **PROJECT SCHEDULING**

Please book testing services prior to 4pm the day before testing is needed via our website:

#### https://rubinoeng.com/schedule-field-testing

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule between 8am to 4pm.

Late or Same Day Scheduling will result in additional time charges for coordination and overtime.

#### **CLOSING**

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

**RUBINO ENGINEERING, INC.** 

Michelle A. Lipinski, PE

President

michelle.lipinski@rubinoeng.com

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

#### **AUTHORIZATION AND PROPOSAL ACCEPTANCE**

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

A	GREED TO, THIS	DAY OF	_ , 20
	BY (please print):		
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#### -REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM,
- and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- A minimum charge of 4 hours applies to field testing and observation services up to 4 hours. Over 4 hours a minimum of 8 hours applies. Time calculated portal to portal and includes equipment loading, travel, and report preparation.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided
- 14) unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

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ACORD 25 (2016/03) 1 of 1 #S46128240/M46082929

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February 25, 2025 Rubino Proposal No. Q25.131

#### **GENERAL CONDITIONS**

- 1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.
- 2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall by brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.
- 3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.
- 4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.
- 5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, loses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants
- 6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.
- 7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.
- 8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.
- 9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.; WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC.; ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

- 10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.
- 11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payents when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.
- 12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.
- 13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.
- 14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.
- 15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
- **16. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



# COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

**Local Public Agency** 

Village of Hampshire

County

Kane

Section Number 24-00022-00-RS

Prime Consultant (Firm) Name

Engineering Enterprises, Inc.

**Prepared By** 

Date

Michelle Lipinski

0.00%

2/24/25+

**Consultant / Subconsultant Name** 

Rubino Engineering, Inc.

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Job Number

C-91-275-24

#### Remarks

HMA Specification is LR1030-2 with Nuclear Gauge Acceptance

#### **PAYROLL ESCALATION TABLE**

CONTRACT TERM 5 MONTHS

START DATE 8/1/2025

RAISE DATE 3/1/2026

OVERHEAD RATE COMPLEXITY FACTOR % OF RAISE

176.27% R 2.00%

**END DATE** 12/31/2025

### **ESCALATION PER YEAR**

				% of
Year	First Date	Last Date	Months	Contract
0	8/1/2025	12/31/2025	5	100.00%

Local Public Agency	County	Section Number
Village of Hampshire	Kane	24-00022-00-RS
Consultant / Subconsultar	nt Name	Job Number
Rubino Engineering, Inc.		C-91-275-24

## **PAYROLL RATES**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
<b>ESCALATION FACTOR</b>	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Material Tester 1 & 2	\$44.04	\$44.04
Project Manager / Engineer	\$50.22	\$50.22
Staff Engineer / Geologist / Soil Scientist Laboratory Staff	\$37.07	\$37.07
Laboratory Staff	\$32.00	\$32.00
Principal	\$74.00	\$74.00

BLR 05514 (Rev. 02/09/23)

<b>Local Public Agency</b>
Village of Hampshire

Consultant / Subconsultant Name
Rubino Engineering, Inc.

County

Kane

**Section Number** 

24-00022-00-RS

Job Number C-91-275-24

## **DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project. EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees	Actual Cost			\$0.00
(per GOVERNOR'S TRAVEL CONTROL BOARD) Air Fare	Coach rate, actual cost, requires minimum two weeks'			\$0.00
Vehicle Mileage	notice, with prior IDOT approval  Up to state rate maximum			\$0.00
(per GOVERNOR'S TRAVEL CONTROL BOARD)  Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	3.5	\$65.00	\$227.50
Vehicle Rental	Actual Cost (Up to \$55/day)	3.3	Ψ03.00	\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	2	\$468.25	\$936.50
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Nuclear Gauge	Inhouse Direct Cost	3	\$50.00	\$150.00
Standard Proctor	Inhouse Direct Cost		\$267.00	\$0.00
Cylinders	Inhouse Direct Cost	6	\$19.50	\$117.00
Hydrometer + Atterberg Limit + Moisture Content	Inhouse Direct Cost		\$275.90	\$0.00
		TOTAL DIRI	ECT COSTS:	\$1,431.00 LR 05514 (Rev. 02/0

Local Public Agency	County	Section Number
Village of Hampshire	Kane	24-00022-00-RS
Consultant / Subconsultant Name	<del></del>	Job Number
Rubino Engineering, Inc.		C-91-275-24

### **COST ESTIMATE WORKSHEET**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE	176.27%	COMPLEXITY FACTOR	0
•		·	

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Material Tester 1 & 2	1,431	29	1,344	2,369	444		4,157	74.39%
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				-			<u> </u>	
Subconsultant DL			-	-			\$0.00	
	¢4,404,00							
Direct Costs Total ===>	\$1,431.00		4.644	0.000			\$1,431.00	
TOTALS		29	1,344	2,369	444	-	5,588	100.00%

Local Public A	gency						Cou	nty								Secti	on N	umber	,
Village of Hampsh	ire						Kane	)								24-00022-00-RS			
Consultant / Su	ubcons	sultant N	Name											•		Job N	lumb	er	
Rubino Engineering	, Inc.															C-91-2	75-24		
		EX	HIBIT D	COST		<b>VERAG</b> MATE O	_	_		_	_		WORK	SHEE	T SHEET	1	OF	1	
PAYROLL	PAYROLL AVG TOTAL PROJ. RATES Material Tester					rial Tester	1 & 2												
	HOURLY	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
CLASSIFICATION	RATES		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
Material Tester 1 & 2	44.04	22.0	75.86%	33.41	22	75.86%	33.41												
Project Manager / Engineer	50.22	6.0	20.69%	10.39	6	20.69%	10.39												

PAYROLL	AVG	TOTAL PROJ	J. RATES		Material Tester 1 & 2														
	HOURLY	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
CLASSIFICATION	RATES		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
Material Tester 1 & 2	44.04	22.0	75.86%	33.41	22	75.86%	33.41												
Project Manager / Engineer	50.22	6.0	20.69%	10.39	6	20.69%	10.39												
Staff Engineer / Geologist /	37.07	0.0																	
Laboratory Staff	32.00	0.0																	
Principal	74.00	1.0	3.45%	2.55	1	3.45%	2.55												
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TOTALS		29.0	100%	\$46.35	29.0	100.00%	\$46.35	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



# Local Public Agency Resident Construction Supervisor/ In Responsible Charge



Regional Engineer			7	Contract Number	District	Letting Date
Jose Rios, P.E.				61L59	1	06/13/25
			_	Municipality		
Department of Transportation				Village of Hampsh	ire	
Address				Route		County
201 West Center Court				FAU 0098		Kane
City	State	Zip Code	_	Project Number		Job Number
Schaumburg	IL	60196		SLD7(215)		C-91-275-24
containing	<u> </u>	00100		, ,		0 01 270 21
				Section Number 24-00022-00-RS		
<ul> <li>I recommend the following individual responsible charge of this constructio</li> <li>▼ I certify that I am in responsible charge not have a local public agency emplo</li> </ul>	n project. je as defi yee quali	ned by the departr	ment of this co	led to be resident construction project. Since t	he local put	olic agency does
engineer to serve as resident constru	ction sup	ervisor.				
Signature (for the local public agency)	Date					
Title						
Streets Supervisor						
Applicants Name						
Jake Seger, P.E.						
The following describes my educational b			Lothor qualific	eations to be resident cons	truction cur	onvisor of this
construction project for the Local Public A		и, ехрепенсе анс	rottier qualific	alions to be resident cons	il dollori Sup	ervisor or triis
For Consultants: I certify that my firm is p	re-qualifi	ed in Construction		Documentation of Contract 24-22759	t Quantities	certificate number
BSCE Bradley University, 2018						
,						
Illinois Licensed Professional Eng	ineer, 0	62-074305				
11 years of construction inspectio	n exper	ience includinç	the followi	ng projects:		
<ul> <li>John Shields Elementary</li> <li>Devon Avenue/Busse Roa</li> <li>Anderson Road &amp; Kesling</li> <li>IL Route 47 &amp; Bliss Road</li> <li>Bristol Ridge Road Resurf</li> </ul>	ad Inters er Road Intersed	section Improved Intersection Inction Improvem	ements (ST nprovemer ents (STP)	P), Village of Elk Gro hts (STP), Village of E , Village of Sugar Gro	ve Village Iburn ove	,
Completed the following IDOT co	urses:					
IDOT Aggregate Technician, IDO Quantities and HMA Nuclear Den			IDOT HMA	Level I, II & III, Docu	mentation	of Contract

Signature of Applicant	Date	
Job Title of Applicant		-
Senior Project Engineer II		
Based on the above information and my to serve as the resident construction super	•	licant's experience and training, it is my opinion that the applicant is qualified uction project.
Regional Engineer Signature	Date Approved	
cc: Engineer of Local Roads and St	reets, Central Bureau	ı of Local Roads and Streets

Engineer of Construction, Central Bureau of Construction Resident Construction Supervisor Local Public Agency



### Joint Funding Agreement for Federally Funded Construction

LOCAL PUBLIC AGENCY						
Local Public Agency County Section Number						
Village of Hampshire		Ka	ne	24-00022	2-00-RS	
Fund Type	ITEP, SRTS, HSIP Nu	ımber(s)	MPO Name	MPO TIP Nur	mber	
STU	N/A		СМАР	09-20-0060	)	
Construction						
State Job Number Project Num	ber					
C-91-275-24 SLD7(215)	)					
☐ Local Let/Day Labor ☐ Constr	uction on State Letting	Construction Engine	eering   Utilities	s 🗌 Railro	ad Work	
	LOC	ATION				
				Stationing		
Local Street/Road Name	Key Route	Length		From	То	
N. State Street	FAU 0098	0.35		3.52	3.87	
Location Termini						
Hampshire Creek to Allen Road						
Current Jurisdiction		Existin	ng Structure Numbe	er(s)		
Village of Hampshire		N/A			Remove	
	PROJECT I	DESCRIPTION				
The project consists of hot-mix asphalt surface course removal, pavement patching, hot-mix asphalt binder course, hot-mix asphalt surface course, combination concrete curb and gutter removal and replacement, structure adjustments, pavement markings and all other appurtenant work required to complete the project in accordance with the plans, specifications and all other applicable standards.						

Lo	ocal Public Agency	Section Number	State Job Number	Project Number	
V	illage of Hampshire	24-00022-00-RS	C9127524	SLD7(215)	

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

### I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 <u>Domestic Steel Requirement.</u> Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 <u>Termination</u>. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

### **II. REQUIRED CERTIFICATIONS**

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 <u>Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)</u>. The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 <u>Compliance with Registration Requirements.</u> **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA**'s responsibility to remain current with these registrations and requirements.
- 2.3 <u>Bribery.</u> The **LPA** certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 <u>Bid Rigging. LPA</u> certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 <u>Debt to State.</u> **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 <u>Debarment.</u> The **LPA** certifies to the best of its knowledge and belief that it's officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

Local Public Agency	Section Number	State Job Number	Project Number
Village of Hampshire	24-00022-00-RS	C9127524	SLD7(215)

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

- c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
- d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
- 2.7 Construction of Fixed Works. The LPA certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, the LPA shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 <u>Criminal Convictions</u>. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 <u>Telecom Prohibition</u>. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
  - a. the employee, officer, board member, or agent;
  - b. any member of his or her immediate family;
  - c. his or her partner; or
  - d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA**'s employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 <u>Organizational Conflict of Interest</u> The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

Local Public Agency	Section Number	State Job Number	Project Number
Village of Hampshire	24-00022-00-RS	C9127524	SLD7(215)

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA**'s accounting system. See 2 CFR 200.302.

### **III. AUDIT AND RECORD RETENTION**

3.1 <u>Single Audits</u>: The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**'s fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA**'s calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 <u>STATE Audits</u>: The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auding Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE**'s authorized inspection or review, final audit, the **STATE**'s independent audit, or as a result of any duly authorized inspection or review.
- 3.3 Record Retention. The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 Accessibility of Records. The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 <u>Failure to maintain the books and records</u>. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

### IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 <u>LPA Appropriation Requirement</u>. By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 Reimbursement Requests: For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 <u>Financial Integrity Review and Evaluation (FIRE) program</u>: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 <u>Final Invoice</u>: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

Local Public Agency	Section Number	State Job Number	Project Number
Village of Hampshire	24-00022-00-RS	C9127524	SLD7(215)

may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 <u>Project Closeout</u>: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.
- 4.7 <u>Project End Date</u>: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

### V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

### **VI. THE STATE AGREES**

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Hampshire	24-00022-00-RS	C9127524	SLD7(215)

- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
  - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

### **SCHEDULES**

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

$\boxtimes$	1.	Division of Cost
$\boxtimes$	2.	Location Map
$\boxtimes$	3.	Risk Assessment
$\boxtimes$	4.	Attestations
$\boxtimes$	5.	Resolution*

<sup>\*</sup>Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number			
Village of Hampshire	24-00022-00-RS	C9127524	SLD7(215)			
AGREEMEI	NT SIGNATURES EXE	CUTION				
The LPA agrees to accept and comply with the applicable	provision set forth in this a	greement including attached	d schedules.			
APPROVED	APPROVED					
Local Public Agency						
Name of Official (Print or Type Name)		$\neg$				
Mike Reid Jr.						
Title of Official		$\neg$				
Village President						
Signature	Date	$\neg$				
The above signature certifies the agency's TIN number is						
36600591 conducting business as a	Governmental Entity.					
DUNS Number 032304685						
UEI EXTKYMGF5VU1						
APPROVED						
State of Illinois						
Department of Transportation						
Omer Osman, P.E., Secretary of Transportation	Date	$\neg$				
By:	'tracta Data					
George A. Tapas, P.E., S.E., Engineer of Local Roads & S	Streets Date					
Stephen M. Travia, P.E., Director of Highways PI/Chief En	gineer Date	$\neg$				
Michael Prater, Chief Counsel	Date					
Violei Wilson Chief Fire at Office	D-4-					
Vicki Wilson, Chief Fiscal Officer	Date					

NOTE: A resolution authorizing the local official (or their <u>delegate</u>) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the <u>execution</u> of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature <u>authorization resolution</u>.

Please check this box to open a fillable Resolution form within this form.

funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:

# 5% STU Funds Maximum Federal (STU) Participation NTE \$313,073

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

## METHOD OF FINANCING - (State-Let Contract Work Only)

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Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based on final costs.

of each successive month.	
due by the	
Monthly Payments of	
☐ METHOD B -	

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

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vided by estimated total cost multiplied by actual progress payment.

receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of made to the contractor until the entire obligation incurred under this agreement has been paid. BLR 05310C (Rev. 05/09/24)

### SCHEDULE NUMBER 3

Local Public Agency		Section Number	County	State Job Number	Project Number	
Village of Hampshire	hire	24-00022-00-RS	Kane			
		LRS Federal	LRS Federal Funds RISK ASSESSMENT			
Risk Factor	Description	ı	Definition of Scale (time fi	Definition of Scale (time frames are based on LPA fiscal year)	cal year)	Points
	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/ or Elected Officials?	y organizational staff or inistrative Management, oject Management, and/	<b>0 points</b> - no significant changes in the last 4 or more years; <b>1 point</b> - minor changes, but majority of key staff and officials have not changed in the last 4 years; <b>2 points</b> - significant key staff or elected leadership changes within the last 3 years; <b>3 points</b> - significant key staff and elected leadership changes within the last 3 years	last 4 or more years; 1 poil ve not changed in the last 4 p changes within the last 3 hip changes within the last	nt - minor changes, years; 2 points - years; 3 points - 3 years	0
General History of Performance	What is the LPA's history with federal-aid funded transportation projects?	al-aid funded	<b>o points</b> - One or more federal-aid funded transportation projects initiated per year; <u>1 point</u> - At least one project initiated within the past three years; <u>2 points</u> - AT least one project initiated within the past 5 years; <u>3 points</u> - None or more than 5 years	led transportation projects in the past three years; 2 gaps and a points - None or more the	nitiated per year; 1 points - AT least one an 5 years	2
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?		<b>Opoints</b> - Full-time employee with experience designated as being in "responsible charge"; <b>I point</b> - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; <b>2 points</b> - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; <b>3 points</b> - LPA staff have no prior experience or technical expertise and relying solely on consultant	erience designated as being thnical staff, but will be utiliz PA technical staff oversight will be completed by consu ojects; <u>3 points</u> - LPA staff slying solely on consultant	j in "responsible zing an engineering t; <u>2 points</u> - LPA has iltant, but LPA staff have no prior	7-
В	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?		<u><b>0 points</b></u> - No; <u>1 point</u> - Delays of 6 or more months; <u>2 points</u> - Delays of up to 1 year; <u>3 points</u> - 1 year or more years of delay	nore months; <u>2 <b>points</b></u> - De /	lays of up to 1 year;	3
age 81 of		prepared in accordance g Principles or on a basis y?	<u>0 points</u> - yes; <u>3 points</u> - no			0
E Financial Controls	What is the LPA's accounting system?	m?	<b>0 points</b> - Automated accounting software; <b>1 point</b> - Spreadsheets; <b>2 points</b> only; <b>3 points</b> - none	are; <b>1 point</b> - Spreadsheets	s; <b>2 points</b> - paper	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	policies and procedures ies for fiscal activities ) authorization of eceipts and payments;	<b>0 points</b> - yes; <b>3 points</b> - no			3
	When was the last time a financial statement audit was conducted?	statement audit was	<b>0 points</b> - in the past year; <b>1 point</b> - in the past two years; <b>2 points</b> - in the past three years; <b>3 points</b> - 4 years or more, or never	the past two years; <u>2 <b>points</b></u> ever	<u>s</u> - in the past three	2
Audits	What type of financial statement audit has the organization had conducted?	dit has the organization	<u>0 points</u> - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; <u>1 point</u> - Financial review?; <u>2 points</u> Other type? or no audit required; <u>3 points</u> - none	c Audit in accordance with ; e with Generally Accepted / ng Standards; 1 point - Fin ; 3 points - none	2 CFR 200.501 or Auditing Standards or nancial review?; <u>2</u>	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	indings considered to be veaknesses?	<u><b>0 points</b></u> - no; <u>3 points</u> - yes, or no audits required	its required		0
	Have the findings been resolved?		<b>0 points</b> - yes or no findings; <b>1 point</b> - in progress; <b>3 points</b> - no	in progress; 3 points - no		0
	Summary of Risk	District Re	District Review Signature & Date	Central Office Revie	Central Office Review Signature & Date	
General History of Performance	erformance	9				
Financial Controls		3				
Andits		2				
	Total	11 Additional	Additional Requirements?			

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BLR 05310C (Rev. 05/09/24)

Local Public Agency Village of Hampshire	Section Number 24-00022-00-RS	State Job Number	Project Number SLD7(215)
SCHEDULE NUMBER 4 Attestation on Single Audit Compliance			
1. In the prior fiscal year, did Village of Hampshire expend more than \$750,000 in federal funds in aggregate from federal sources?		al funds in aggregate from all	

☐ Yes ⊠ No 2. Does the Village of Hampshire anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Village of Hampshire fiscal year? No ☐ Yes If answers to question 1 and 2 are no, please proceed to the signature section. If answer to question 1 is yes, please answer question 3a. If answer to question 2 is yes, please answer question 3b. 3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year. a. Has the Village of Hampshire performed a single audit for their previous fiscal year? ☐ Yes ☐ No i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)? Yes No b. For the current fiscal year, does the Village of Hampshire intend to comply with Subpart F of 2 CFR 200? ☐ Yes ☐ No By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief. LPA Name Title Village Manager Village of Hampshire Jay Hedges

Signature & Date



### Village of Hampshire

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

### **Agenda Supplement**

TO: President Reid; Board of Trustees

FROM: Mo Khan, Assistant Village Manager for Development

FOR: Village Board Meeting on March 20, 2025

RE: Adoption of 2025 Village of Hampshire Zoning Map

**Background:** State statute requires each municipality to publish or adopt the municipality's zoning map by March 31<sup>st</sup> of every year. Village staff have updated the zoning map to reflect annexation into the Village and rezoning of properties in the Village in 2024.

**Analysis:** The changes made to the 2025 Zoning Map include the following:

- 1. Annexation of Tinajero Land on Big Timber
- 2. Rezoning to Tinajero Land on Big Timber from Estate Residential to Industrial
- 3. Rezoning of Washington Ave. Lot from Industrial to Residential
- 4. Annexation of Ziegler Land on U.S. Route 20
- 5. Rezoning of Ziegler Land on U.S. Route from Estate Residential to Industrial

**Recommendation:** For the Village Board to approve the 2025 Village of Hampshire Zoning Map.

### **Exhibits:**

1. 2025 Village of Hampshire Zoning Map

### THE VILLAGE OF HAMPSHIRE

AN ORDINANCE ADOPTING THE 2025 ZONING MAP FOR THE VILLAGE OF HAMPSHIRE, KANE AND MCHENE COUNTIES, ILLINOIS
ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE
THIS DAY OF

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 ADOPTING THE 2025 ZONING MAP FOR 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 furthering the growth of the Village and enabling the Village to control development in the area; and

WHEREAS, pursuant to Section 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-13-19), unless there are no changes to the Village's zoning map, by March 31<sup>st</sup> of each year the Corporate Authorities must publish a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of the Village for the preceding calendar year; and

WHEREAS, Section 6-5-2 of the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (the "Zoning Ordinance") states that the location and boundaries of the districts established by the Zoning Ordinance are set forth on the zoning district map, dated November 6, 1980, which is incorporated herein and hereby made a part of the Zoning Ordinance; and

**WHEREAS,** ordinances approving amendments to the zoning map, annexations, final plats of subdivision and any other land use relief impacting the zoning map have been reviewed by Village staff and provide the basis for updating the official zoning map of the Village; and

**WHEREAS,** the revised zoning map (the "2025 Zoning Map"), attached hereto and incorporated herein as Exhibit A, has been updated through December 31, 2024; and

WHEREAS, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to adopt the 2025 Zoning Map as the official zoning map of the Village; and

WHEREAS, the Corporate Authorities have also determined that the Village should take necessary steps to initiate an amendment to the Zoning Ordinance to revise the name of the Village and remove the date from the official zoning map;

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 adopt the 2025 Zoning Map, prepared by the Village engineer, as the official zoning map of the Village and authorize the Village Clerk to publish the 2024 Zoning Map. The President or his designee is authorized to take all steps necessary to effectuate the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith, including initiating steps to amend the Zoning Ordinance so

that if accurately reflects the name of the Village and to remove the date from the official map of the Village.

**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.

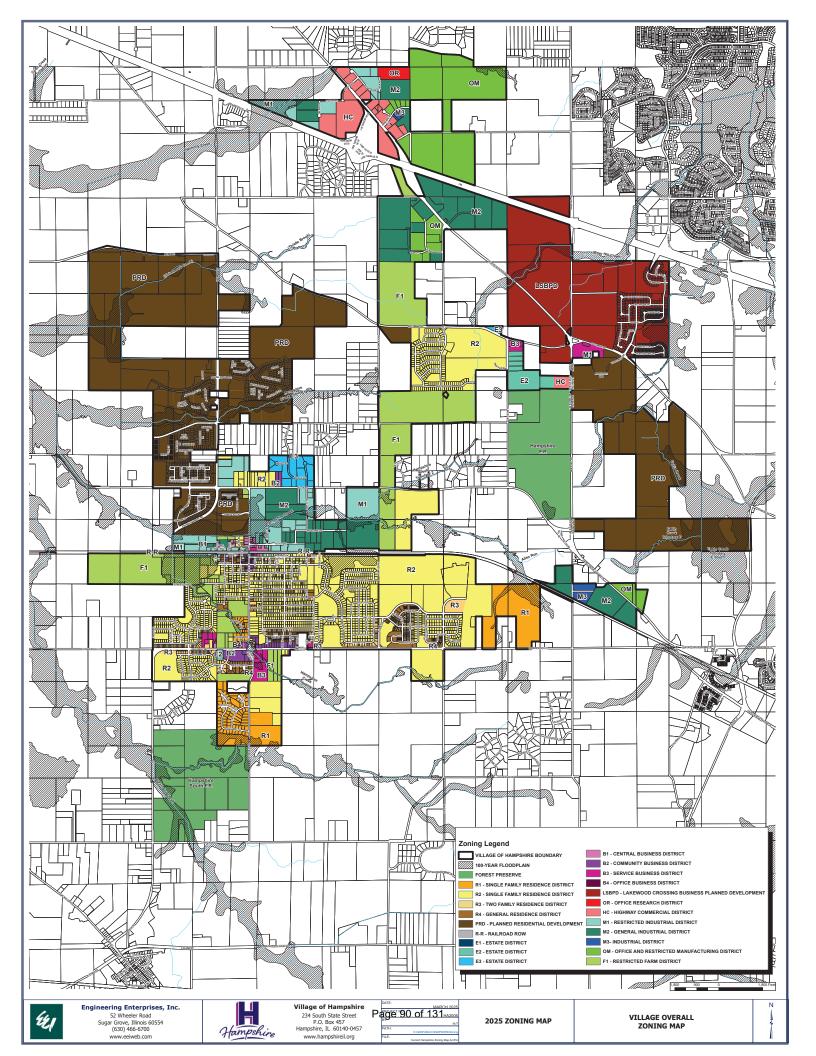
**SECTION 6.** A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

**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:		
NAYS:		
ABSENT:		
ABSTAIN:		
ADOPTED THIS _	DAY OF	, 2025.
Michael J. Reid, Jr.,	Village President	_
ATTEST:		
V I C 11 Y	711 01 1	
Karen L. Stuehler, V	illage Clerk	

### EXHIBIT A (2025 ZONING MAP)



STATE OF ILLINOIS	)			
COUNTY OF KANE	) SS )			
	CLER	RK'S CERTIFI	CATE	
			appointed and acting Clerk of I do hereby certify that I am is a true and correct copy of a	
	ILLAGE OF		E 2025 ZONING MAP , KANE AND MCHENRY NOIS	
Corporate Authorities, if red	quired by law)	), at a regular me	Board of Trustees of Hamp eeting, passed and adopted Orident on the	rdinance No.
	nat the meeting		a quorum of said Board of an appliance with all requirements	
sheet thereof, was prepared commencing on	d and a copy o , 2025 and	of such Ordinan continuing for a	, including the Ordinand ce was posted in the municiput least ten (10) days thereafte upon request in the office o	pal building, er. Copies of
DATED at Hampshire, Illin	nois, this	day of	, 2025.	
Karen L. Stuehler, Village Village of Hampshire	Clerk			
(Seal)				



### 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 Manger for Development

FOR: Village Board Meeting on March 6, 2025

RE: Ordinance Amending Chapter 3 of the Hampshire Municipal Code

regarding Liquor License Regulations

**Background:** Village staff is proposing to amend three sections of the Liquor Code as follows:

1. Sec. 3-16-L-1: Clarify a special events license is needed for serving of alcohol.

2. Sec. 3-16-L-8: Eliminate the limit on number of special events licenses that can be issued to a person or entity.

3. Sec. 3-1-22: Allow for the suspension or revocation of liquor license for non-payment of taxes, fees, and/or fines as required by the Hampshire Municipal Code.

**Analysis:** Village staff have received questions from businesses if a special events liquor license is required if the business is serving but not selling alcohol to their patrons. Sec. 3-16-L-1 is currently silent on this question regarding serving but not selling alcohol. The proposed text amendment would include verbiage to include serving alcohol.

Sec. 3-16-L-8 states that a maximum number of two special events liquor licenses can be issued to any person or entity in a calendar year. The Village has received requests from multiple persons/entities to hold more than two special events per year. Village staff have not received complaints regarding the special events that have been held and have not encountered problems with issuing special events liquor licenses to businesses. The proposed text amendment would eliminate the limit on the number of special events liquor licenses that can be issued to a person or entity.

Sec. 3-1-22 prescribes the penalties and related process for suspending or revoking a liquor license for those holders that are in violation of the provisions of Chapter 3 - Liquor Regulations of the Hampshire Municipal Code. Village staff is seeking to amend Sec. 3-1-22 of the Liquor

Regulations Code section to allow for the suspension or revocation of a Liquor License if the holder is in violation of other provisions of the Hampshire Municipal Code, including not being compliant with other taxes, fees, and fines such as the Places for Eating tax and Video Gaming License fee.

The proposed text amendment would add a subsection to Sec. 3-1-22 stating that if a business that holds a liquor license is not compliant with other taxes, fees, and fines as required by the Hampshire Municipal Code, the liquor license is subject to suspension or revocation.

The Illinois Liquor Control Act grants municipalities extensive power to license, regulate, and control the sale of alcoholic beverages. According to the Village attorney, the proposed text amendments are within the Village's authority to regulate liquor licenses aimed at protecting the health, safety and welfare of the community.

The proposed text amendments are attached to this agenda supplement.

**Recommendation:** For the Village Board to approve the ordinance amending various provisions of the Hampshire Municipal Code regarding Liquor License regulations.

### **Attachments:**

1. Proposed Red-Line Text Amendment

Proposed Red-Line Text Amendment

Sec. 3-1-6-L:

- 1. A license for the serving or sale of alcoholic beverages at a special event may be obtained for a license fee of fifty dollars (\$50.00)
- 8. A person or entity shall be entitled to no more than two (2) special event licenses in any one calendar year.

Section 3-1-22-A:

4. Faliure to pay any penalty, fees, <u>tax</u>, and or/costs <u>required by this code or legally authorized by the village</u> within thirty (30) days of notification <u>thereof</u> shall be a separate violation and may be cause for revocation or suspension of any license, or imposition of a sperate or additional fine <u>or penalty</u>.

### THE VILLAGE OF HAMPSHIRE

ORDINANCE NO				
COI	N ORDINANCE AMENDING SECTIONS OF CHAPTER 3 OF THE MUNICIPAL DE OF HAMPSHIRE OF 1985 REGARDING THE REGULATION OF ALCOHOLIC LIQUOR WITHIN THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS (Special Events Licenses and Penalties)			
_	ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE			
_	THIS DAY OF, 2025			
of the	ished in pamphlet form by authority e President and the Board of Trustees e Village of Hampshire, Illinois this _ day of			

### VILLAGE OF HAMPSHIRE ORDINANCE NO.

### AN ORDINANCE AMENDING SECTIONS OF CHAPTER 3 OF THE MUNICIPAL CODE OF HAMPSHIRE OF 1985 REGARDING THE REGULATION OF ALCOHOLIC LIQUOR WITHIN THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS

(Special Events Licenses and Penalties)

**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" with the President, the "Corporate Authorities") are committed to protecting the health, safety and welfare of residents and visitors of the Village; and

WHEREAS, pursuant to Section 4-1 of the Liquor Control Act of 1934 (235 ILCS 5/4-1) (the "Act"), the Corporate Authorities have the power to determine the number, kind and classification of retail liquor licenses and the amount of the local licensee fees to be paid for the various licenses; and

WHEREAS, Section 7-5 of the Act (235 ILCS 5/7-5) provides that the local liquor control commissioner may revoke or suspend any license issued by him if he determines that the licensee has violated any of the provisions of this Act or of any valid ordinance or resolution enacted by the Village Board or any applicable rule or regulations established by the local liquor control commissioner or the Illinois Liquor Control Commission that is not inconsistent with law; and

**WHEREAS,** Chapter 3 of the Municipal Code of Hampshire of 1985 (the "Village Code") sets forth the liquor regulations for the Village; and

WHEREAS, to clarify issues impacting licensees, namely special events liquor licenses and penalties for failing to pay taxes, fees and/or fines to the Village when the tax, fee or fine is reasonably related to a liquor license, the Corporate Authorities find that it is advisable, necessary and in the best interests of the Village and its residents to amend the Village Code as set forth herein;

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 contained in the preambles to this Ordinance are full, true and correct and hereby incorporate and make them part of this Ordinance.

**SECTION 2.** That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending the language of Subsection 3-1-6 L as set forth below (additions <u>underlined</u>; deletions <u>stricken</u>):

### 3-1-6: CLASSIFICATION OF LICENSES; FEES; CLOSING HOURS:

- L. Class G License Special Events:
- 1. A license for <u>the serving or sale</u> of alcoholic beverages at a special event may be obtained for a license fee of fifty dollars (\$50.00).
- 2. Said license shall be designated a special event alcoholic liquor license, and shall be utilized by churches, schools, corporations, associations, not for profit organizations, and other entities separately or in conjunction with a village sponsored event.
- 3. The applicant for such license shall complete a proper application form bearing the criteria for issuance, upon terms set forth by the local liquor control commission. The applicant for such a license shall complete and file the application with the village clerk not less than thirty (30) days prior to date of issuance of the license.
- 4. The application shall specify the nature and duration of the special event, , and the license when issued shall specify the date(s) when, the place where, and any conditions,

including conditions regarding entertainment, if applicable, under which such special event shall be conducted. The holder of a Class G special events license shall be allowed to sell and serve alcoholic beverages during the scheduled hours of said event as detailed in the application for said license, but in any case said holder shall not commence the sale and service of alcoholic beverages on each scheduled day of said event earlier than ten o'clock (10:00) A.M., and shall cease the sale and service of alcoholic beverages not later than one o'clock (1:00) A.M. the next following day.

- 5. Said license shall allow its holder to sell alcoholic beverages between the hours of one minute past twelve o'clock (12:01) P.M. through twelve o'clock (12:00) midnight on any day for which said license has been issued, unless otherwise restricted pursuant to subsection L4 of this section.
- 6. Entertainment may be allowed in the establishment and/or on premises holding a class G license for no additional fee, but acceptability of all entertainment shall be subject to review and approval and imposition of conditions before issuance of any license.
- 7. Any such application shall be subject to review and approval, and imposition of conditions, in accordance with section 3-1-3 of this article, by either the liquor control commissioner, or the local liquor control commission, as the case may be.
- 8. A person or entity shall be entitled to no more than two (2) special event licenses in any one calendar year.

**SECTION 3.** That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending the language of Subsection 3-1-22 A.4 as set forth below (additions <u>underlined</u>; deletions <u>stricken</u>):

### **3-1-22: PENALTY:**

- A. Any person, firm, corporation, business entity, licensee or licensee's employee who is found in violation of any section or sections of this article, following a hearing before the local liquor control commission, shall be subject to the following penalties for each offense; each day on which a violation occurs or continues shall constitute a separate offense for purposes of these regulations and this section:
  - 4. Failure to pay any penalty, fees, tax, fine and/or costs required by this code or legally authorized by the village within thirty (30) days of notification thereof shall be a separate violation and may be cause for revocation or suspension of any license, or imposition of a separate or additional fine or penalty.

**SECTION 4.** That the officers, employees, and agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendment contemplated by this Ordinance. The Public Works Department is authorized to post and maintain appropriate signs to effectuate the intent of this Ordinance.

**SECTION 5.** 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 6.** 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 7.** In the event of any conflict between the terms of this Ordinance and the terms of the Village Code, or any other code, ordinance or regulation of the Village, the terms of this Ordinance shall control and prevail in all instances.

**SECTION 8.** All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**SECTION 9.** 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 10.** This Ordinance shall be in full force and effect ten (10) days after 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 THISDAY OF	
Michael J. Reid, Jr., Village President	
ATTEST:	
Karen L. Stuehler, Village Clerk	

STATE OF ILLINOIS COUNTY OF KANE	) ) SS )			
	<b>CLERK</b>	<b>C'S CERTIFI</b>	CATE	
Hampshire, Kane and McHe	nry Counties,	Illinois, and I	pointed and acting Clerk of the I do hereby certify that I am cur is a true and correct copy of an C	rently the
CODE OF HAMPSHIRE ( LIQUOR WITHIN TI	OF 1985 REC HE VILLAG COUN	GARDING TI		HOLIC
(or the Corporate Authorities	es, if required	d by law), at	25, the Board of Trustees of H a regular meeting, passed and by the Village President	l adopted
•	t the meeting v	-	a quorum of said Board of Trunpliance with all requirements of	
The pamphlet form of Ordinance No				
DATED at Hampshire, Illino	is, this	day of	, 2025.	
Karen L. Stuehler, Village Cl Village of Hampshire	lerk			

7

(Seal)



### Village of Hampshire

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

### **Agenda Supplement**

TO: President Reid; Board of Trustees FROM: Douglas Pann, Chief of Police

FOR: Village Board Meeting on March 20, 2025

RE: Intergovernmental Agreement - Use of Facility and Virtra 300

**Background:** In the Spring of 2024, The Police Department fully deployed our Virtra 300 Simulator Training System. The system was purchased with federal funding from a Department of Justice De-escalation Grant. Part of the original vision as well as programming articulated in the grant application was to involve other agencies in the use of the system in order to support regional training efforts and to share in the ongoing burden of the \$20,000 annual service agreement. Prior to initial deployment, we recevied certified training from Virtra regarding safe and effective operation of the system. Officers from Pingree Grove, Gilberts, Huntley, and Canadian Pacific participated in the training and have certified instructors, but have yet to use the system without our presence. Our officers needed time to learn the system and develop certified curriculum.

**Analysis:** At this point, we are proficient with the system, we have certified curriculum, and we are using the system for our officers. The other trainined agencies are now interested in entering in to Intergovernmental Agreements to share use of the system as well as to share the ongoing expense. Staff worked with Pingree grove to develop the attached Intergovernmental agreement that establishes shared use of our facility and the equipment as well as a structure for shared cost. The cost sharing provisions will generate \$200 per officer per year in revenue, resulting in approximately \$3,600 in offsetting revenue from a village with a police department the size of Pingree Grove. Once this agreement is in place, Staff will work with the other agencies to implement similar agreements.

**Recommendation:** Staff recommends the approval of an Intergovernmental Agreement with the Village of Pingree for use of our facility and the Virtra 300 Training Simulator.

### INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made as of this 25th day of February, 2025 (the "Effective Date") by and between the Village of Hampshire, Kane and McHenry Counties, Illinois, an Illinois municipal corporation ("Hampshire"), and the Village of Pingree Grove, an Illinois municipal corporation or a governmental entity or agency (the "Municipality"). Hampshire and the Municipality may be referred to as a "Party" and jointly as the "Parties."

### WITNESSETH:

- WHEREAS, the Parties are committed to ensuring the health, safety and welfare of the employees and residents of their respective areas; and
- WHEREAS, training simulators help prepare law enforcement officers for real-life incidents so both officers and members of the community can remain safe; and
- WHEREAS, the Hampshire Police Department has a V-300® police training simulator system from VirTra, Inc. ("VirTra") or a similar police training simulator (the "Simulator"); and
- WHEREAS, the corporate authorities of Hampshire have determined that it would beneficial to provide other law enforcement agencies or entities the opportunity to use the Simulator when it is not being used by members of the Hampshire Police Department; and
- WHEREAS, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) provides that public agencies, including units of local government, may contract to perform any governmental service, activity or undertaking or to combine, transfer or exercise any powers, functions, privileges or authority not prohibited by law; and
- WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves; and
- WHEREAS, based on the foregoing, the Parties desire to enter into this Agreement to set forth the terms under which the Municipality's law enforcement personnel may use the Simulator;
- **NOW, THEREFORE,** in consideration of the mutual promises of the Parties hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:
- 1. <u>Recitals</u>. The foregoing recitals are hereby incorporated and made part of this Agreement.
- 2. <u>Term.</u> This Agreement shall commence on the Effective Date and shall be in full force and effect for one (1) calendar year or until one of the Parties terminates the

Agreement ("Term"). After the initial Term, this Agreement will automatically renew for an additional one (1) year term. Either Party may terminate this Agreement at any time during the Term by providing the other Party not less than thirty (30) calendar days written notice of such termination. In addition, the Parties may terminate this Agreement in writing by mutual consent at any time. Hampshire may revoke this Agreement effective immediately upon the Municipality's failure to timely comply with any requirement set forth herein, for any violation of use conditions or regulations required by applicable laws, rules or regulations or in the event of an emergency. Refunds for any fees paid will be determined at the discretion of Hampshire, on a case-by-case basis.

- 3. General Use and Fees. Unless otherwise mutually agreed to in writing by the Parties, Hampshire will allow the Municipality to use the Simulator at the following location: Village of Hampshire Police Department, 215 Industrial Drive, Hampshire, Illinois (the "Facility"), on the following terms:
- A. The Municipality will only use the Facility for training its law enforcement personnel with the Simulator and for no other purposes, unless agreed to in writing by the Chief of Police of the Hampshire Police Department or his designee (the "*Police Chief*").
- **B.** Members of the Hampshire Police Department, the general public and employees, contractors, guests and invitees of Hampshire may be at the Facility while the Municipality is using the same. Hampshire reserves the right to enter any part of the Facility at any time.
- C. Upon request and approval of the Police Chief, the Municipality will be allowed to bring police K-9s to the Facility.
- D. The Municipality will be allowed to access the Facility and use the Simulator upon approval by the Police Chief. The Hampshire Police Department will have first priority for use of the Facility and the Simulator and in the event that the Facility and/or the Simulator is not available when requested by the Municipality, the Parties agree to work together to find other dates and times that would be reasonably acceptable to the Municipality. Requests for the use of the Facility and the Simulator should be made in writing to the Police Chief no less than twenty-four (24) hours in advance. Both Parties shall use their best efforts to avoid errors in scheduling and to develop protocols wherever possible to prevent the generation of scheduling errors.
- **E.** For the use of the Facility and the Simulator provided under this Agreement, the Municipality agrees to pay Hampshire as follows:
  - i. Two Hundred and No/100 U.S. Dollars (\$200.00) for each full-time employee, which will entitle each full-time employee to use the Simulator or attend training sessions for one (1) year (or during the Term if it is less than one (1) year) pursuant to the terms and conditions of this Agreement;

- ii. One Hundred and No/100 U.S. Dollars (\$100.00) for each part-time employee which will entitle each part-time employee to use the Simulator or attend training sessions for one (1) year (or during the Term if it is less than one (1) year) pursuant to the terms and conditions of this Agreement;
- iii. If the Municipality conducts a training course with its own personnel, there will be no additional fee; and
- iv. If the Hampshire Police Department conducts the training course with its personnel, there will be an additional fee of One Thousand and No/100 U.S. Dollars (\$1,000.00) for each eight (8) hour training course ("Hampshire Training").
- F. The Municipality will pay Hampshire directly for the use of the Facility and the Simulator and for any Hampshire Training. Hampshire will provide an invoice to the Municipality prior to the Municipality's use of the Facility and the Municipality agrees to remit payment within thirty (30) calendar days of receiving an invoice.
- **G.** Hampshire does not insure the personal property of the Municipality or Municipal Parties (defined herein) against damage or loss by any means.
- 4. <u>Compliance with Laws</u>. The Municipality shall take all reasonable actions to assure the safety of its officers, employees, guests, invitees and contractors (the "*Municipal Parties*") to prevent damage to the Facility and the Simulator. The Municipality agrees, for itself and the Municipal Parties to abide by all applicable federal, state and local laws, ordinances, policies, procedures, rules and regulations while using the Facility and the Simulator and shall conform to the applicable policies, practices, procedures, rules and regulations set forth by VirTra when using and operating the Simulator.
- Maintenance and Care. The Municipality shall not make any alterations to the 5. Facility, any fixtures, building systems, or equipment, including the Simulator. At the end of each use of the Facility, the Facility shall be left in a clean, safe condition and free of waste, debris and all personal property, materials and equipment that is not stored at the Facility. If the Municipality or a Municipal Party damages the Facility or the Simulator, Hampshire shall have the option of either (i) requiring the Municipality, at the Municipality's own expense and risk, to restore the Facility or the Simulator to the condition existing prior to the use of the same; or (ii) making the repairs and restorations to the Facility or the Simulator itself. Hampshire shall have sole and complete discretion in deciding which option to exercise. If Hampshire decides to make the repairs and restorations to the Facility or the Simulator itself, the costs for same shall be borne solely by the Municipality and the Municipality shall reimburse Hampshire no later than thirty (30) calendar days after Hampshire presents the Municipality with a written statement or invoice reflecting the nature and costs of the repairs. The Municipality shall exercise care in the use of the Facility and the Simulator.

- 6. **Indemnification.** To the fullest extent permitted by law, the Municipality agrees to defend, indemnify and hold Hampshire, its officials, officers, administrators, employees, contractors, volunteers and agents, harmless from and against any and all liabilities, losses, damages, injuries (including death), claims, demands, judgements, causes of action, costs and/or expenses, including reasonable attorneys' fees, arising from, by reason of or relating to the Municipality's or the Municipal Parties' use of the Facility, use of the Simulator, any Hampshire Training or for injury or damage arising out of this Agreement; but only in proportion to and to the extent such are not caused by willful acts or omissions of Hampshire. The indemnification obligations set forth herein shall survive expiration or termination of this Agreement. The foregoing indemnification does not and will not act as a waiver of any immunities or defenses afforded to Hampshire or municipalities by statutory law, common law or otherwise, including those provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.). Nothing contained herein prohibits either Party from selecting and using of its own attorneys and experts to defend against claims, actions or suits brought against them. Each Party shall bear its own costs for workers' compensation, not otherwise addressed herein.
- 7. <u>Insurance</u>. Each Party acknowledges that it has and shall keep in force at all times during the term of this Agreement, Workers' Compensation Insurance in required statutory limits and Commercial General Liability Insurance (or the functional equivalent thereof available to units of local government in Illinois) specifically including fire, legal liability, bodily injury, personal injury and property damage.

### 8. Miscellaneous.

A. Notices. Any notices required under this Agreement shall be in writing and shall be deemed effective when personally delivered, when postmarked if mailed by certified or registered mail with return receipt requested and postage prepaid, or when actually received if sent via email, when sent to the addresses below. Either Party may make changes to their addresses by providing written notice to the other Party in the manner set forth herein.

### To Hampshire:

Hampshire Police Department 215 Industrial Drive Hampshire, IL 60140 Attn: Douglas Pann, Chief of Police Email: dpann@hampshireil.org

### To the Municipality:

Pingree Grove Police Department ONE Police Plaza Pingree Grove, IL 60140 Attn: Christopher Harris, Chief of Police Email: charris@pingreepolice.org

- **B.** Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.
- C. Complete Understanding. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings whether oral or written of the Parties in connection therewith. No modification of this Agreement shall be effective unless made in writing, signed by both Parties, and dated after the Effective Date.
- **D. Binding Effect; Right to Counsel.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Both Parties have had the opportunity to seek the advice of counsel.
- **E.** Governing Law. This Agreement shall be governed by the laws of the State of Illinois. Jurisdiction and venue for any litigation arising in connection with this Agreement shall be exclusively in Kane County, Illinois.
- **F.** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- **G. Severability**. If any provision, word or part of this Agreement is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed from this Agreement, and the remainder of this Agreement will continue to have its intended full force and effect.
- H. Waiver. If any Party waives a breach of any provisions of this Agreement by any other Party, that waiver will not operate or be construed as a waiver of any subsequent breach by any other Party or prevent any other Party from enforcing such provisions.
- I. No Employment Relationship. Nothing contained in this Agreement, nor any act of Hampshire or the Municipality, shall be deemed or construed by either of the Parties or by third persons to create any employment relationship or relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Hampshire or the Municipality respectively.
- J. No Personal Liability. No covenant or provision contained in this Agreement shall be deemed to be the agreement of any official, officer, director, agent, employee, consultant or attorney of Hampshire in his or her individual capacity and no official, officer, director, agent, employee, consultant or attorney of Hampshire or the Municipality shall be personally liable under this Agreement or be subject to any personal liability or accountability by reason for or in connection with or arising out of the execution, delivery and performance of this Agreement or any failure in connection.

**K. Headings.** The headings contained in this Agreement are for convenience of reference only and shall not affect or alter the meaning or effect of any provision.

IN WITNESS WHEREOF, each Party represents and warrants that it has authority to enter into this Agreement and the Parties have each caused this Agreement to be executed by duly authorized officers thereof.

THE VILLAGE OF HAMPSHIRE KANE AND MCHENRY COUNTIES, ILLINOIS	THE VILLAGE OF PINGREE GROVE KANE COUNTY ILLINOIS
By:	By:
President	President/Mayor
Attest:	Attest:
Clerk	Светк

### THE VILLAGE OF HAMPSHIRE

ORDINANCE NO
AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF PINGREE GROVE AND THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS (Use of Police Training Simulator)
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 AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF PINGREE GROVE AND THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS

(Use of Police Training Simulator)

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

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

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

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

WHEREAS, the Corporate Authorities have determined that it is beneficial to provide other law enforcement agencies or entities the opportunity to use the Simulator when it is not being used by members of the Hampshire Police Department; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) provides that public agencies, including units of local government, may contract to perform any governmental service, activity or undertaking or to combine, transfer or exercise any powers, functions, privileges or authority not prohibited by law; and

**WHEREAS,** Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves; and

WHEREAS, the Village of Pingree Grove ("Pingree Grove") desires to enter into an intergovernmental agreement with the Village (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which Pingree Grove may train with/use the Simulator; and

**WHEREAS,** based on the foregoing, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to authorize and approve the Agreement;

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

shall take all action necessary in conformity therewith. The Village is authorized to allocate, spend and/or receive all necessary funds to fulfill the requirements of this Ordinance.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

EXHIBIT A

### (AGREEMENT)

STATE OF ILLINOIS	)
	) SS
COUNTY OF KANE	)

#### **CLERK'S CERTIFICATE**

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

# AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF PINGREE GROVE AND THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS

(Use of Police Training Simulator)

I certify that on	uired by law), at a regular was approved by the	
I do further certify, in my offi present at the meeting and that the meet Meetings Act (5 ILCS 120/1, et seq.).		n of said Board of Trustees was with all requirements of the Open
The pamphlet form of Ordinan cover sheet thereof, was prepared an building, commencing on days thereafter. Copies of such Ordinathe office of the Village Clerk and only	nd a copy of such Ordinanc 	continuing for at least ten (10)
DATED at Hampshire, Illinois, this _	day of	, 2025.
Karen L. Stuehler, Village Clerk Village of Hampshire	- ·	
(Seal)		

## Engineering Enterprises, Inc.



March 7, 2025

Mr. Jay Hedges Village Manager Village of Hampshire 234 South State Street Hampshire, IL 60140

Re: Engineer's Payment Estimate No. 1

Water Well No. 12 Equipment Removal and Inspection

Village of Hampshire, Kane County, Illinois

Dear Mr. Hedges:

This is to certify that payment in the amount of **\$38,520.00** is due to Layne Christensen Company, P.O. Box 743609, Los Angeles, CA 90074-3609, in accordance with the attached engineer's pay estimate. Also enclosed is the invoice and partial waiver of lien submitted to us by Layne Christensen Company.

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

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Stephen T. Dennison, P.E.

Vice President

pc: JRN – EEI (digital copy)



#### **INVOICE**

Inv No.: 2894874

\$1,800.00

Page 1 of 1

#### LAYNE CHRISTENSEN COMPANY

Remit To: 831 - LAYNE AURORA CUSTOMER PO#: Contract

PO BOX 743609 PH: 262-246-4646 WO#:

LOS ANGELES CA 90074-3609 Email: arprocessingcenter@gcinc.com LAYNE JOB#: 1579626

Sold To: 891767

1.00

LS

VILLAGE OF HAMPSHIRE, IL ATTN: ACCOUNTS PAYABLE

PO BOX 457

HAMPSHIRE, IL 60140-0457

Yard

Bid Item 7: TV Survey

N	ote	es
---	-----	----

INV DATE	DOE DATE	ACCOUNT WANAGER	PROJECT WANAGER		ERIVIS	
2/25/2025	3/27/2025	BALLUFF, JESSE H. BALLUFF, JESSE H.		A/R N	let 30 Days	
QTY / Unit	s UOM	Remark		Unit Price	Total	
		WELL 12 PAY REQUEST 1				
FOR CONTRACTED ITEMS THROUGH 02/21/2025						
1.00	) LS	Bid Item 1: Mobilization; Performance and Payment \$7,500.00 \$7,500. Bonds				
1.00	D LS	Bid Item 2: Removal of Pump & Transport	\$33,500.00	\$33,500.00		

Sub Total ==>

Total Taxable Amount Total Tax Amount Total Retainage Amount - 10% Total Invoice Amount \$42,800.00

\$1,800.00 \$42,800.00

(\$4,280.00) \$38,520.00

Layne Christensen Company will institute a late payment charge at a rate of 18% per annum (unless a lower rate is required under applicable law, in which case the lower rate will apply) for all payments not made on or before the due date. It is the policy of Layne Christensen to preserve all lien and payment bond rights where available. All notifications are sent strictly for this purpose.

#### PARTIAL WAIVER OF LIEN

STATE OF ILLINOIS SS SS				
Gty #				
Loan #				
TO WHOM IT MAY CONCERN:				
WHEREAS the undersigned has been employed by Village of Hampshire, IL				
to furnish Water Well No. 12 Equipment Removal and Inspection				
for the premises known as Hampshire Well No. 12				
of which Village of Hampshire, IL is the owner				
THE undersigned, for and in consideration   Thirty-Eight Thousand Five Hundred Twenty and No Cents				
(\$\frac{38,520.00}{shereby acknowledged, do(es) hereby waive and release any and all lien or claim or right of lien under the Statutes of the State of Illinois, relating to Mechanic's liens, on the above described premises and improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor or services, material, fixtures or apparatus heretofore furnished to this date by the undersigned for the above described premises.				
Given under Our Hand and seal this				
25 <sup>th</sup> day of February, 2025 SEAL				
LAYNE CHRISTENSEN COMPANY				
Jesse Balluff, WRD Project Manager Layne Christensen Company				
NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.				

#### **ENGINEER'S PAYMENT ESTIMATE NO. 1**

WATER WELL NO. 12 EQUIPMENT REMOVAL AND INSPECTION

ATER WELL NO. 12 EQUIPMENT REMOVAL AND INSPEC VILLAGE OF HAMPSHIRE KANE COUNTY, ILLINOIS

FROM FEBRUARY 5, 2025 TO FEBRUARY 25, 2025
PAYABLE TO: LAYNE CHRISTENSEN COMPANY, INC.
REMITTANCE ADDRESS: P.O. BOX 743609, LOS ANGELES, CA 90074-3609

APPROVED BY: <u>STEPHEN DENNISON, P.E.</u>

DATE: <u>3/3/25</u>

ITEN NO.		AWARDED QUANTITY	UNITS	Α	AWARDED VALUE	ADDED QUANTITY	DEDUCTED QUANTITY	UNIT PRICE	COMPLETED QTY. THIS PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUES
1	MOBILIZATION, INCLUDING PERFORMANCE AND PAYMENT BONDS	1	LS	\$	7,500.00			\$ 7,500.00	1	\$7,500.00	1	\$7,500.00
2	REMOVE EXISTING PUMPING ASSEMBLY, MOTOR, COLUMN PIPING AND APPURTENANCES FROM WELL & TRANSPORT TO SHOP FOR INSPECTION, IN ACCORDANCE WITH THE SPECIFICATIONS	1	LS	\$	33,500.00			\$ 33,500.00	1	\$33,500.00	1	\$33,500.00
3	INSPECT SUBMERSIBLE MOTOR INCLUDING SEAL, OUTER CAN, BALANCE LINE, TERMINAL LEADS, ELECTRICAL CONNECTIONS, ETC.; INSPECT COLUMN PIPING, SURGE CONTROL CHECK VALVES, AND PREPARE COMPLETE INSPECTION REPORT, IN ACCORDANCE WITH	1	LS	\$	12,720.00			\$ 12,720.00		\$0.00		\$0.00
4	DISPOSE OF EXISTING TYPE H MOTOR AND PROVIDE CERTIFICATE OF DISPOSAL, IN ACCORDANCE WITH THE SPECIFICATIONS	1	LS	\$	15,677.00			\$ 15,677.00		\$0.00		\$0.00
5	HYPOT TEST POWER CABLE AND TEST FLAT CABLE ASSEMBLY, IN ACCORDANCE WITH THE SPECIFICATIONS	1	LS	\$	1,300.00			\$ 1,300.00		\$0.00		\$0.00
6	STORE EXISTING EQUIPMENT AT CONTRACTOR'S SHOP	60	МО	\$	-			\$ -		\$0.00		\$0.00
7	CONDUCT TELEVISION SURVEY, IN ACCORDANCE WITH THE SPECIFICATIONS	1	LS	\$	1,800.00			\$ 1,800.00	1	\$1,800.00	1	\$1,800.00
8	PERFORM BAILING WITH RIG AND TWO-MAN CREW	16	HR	\$	10,992.00			\$ 687.00		\$0.00		\$0.00
9	DEMOBILIZATION, INCLUDING SITE RESTORATION	1	LS	\$	6,000.00			\$ 6,000.00		\$0.00		\$0.00
тот	AL FOR ALL WORK ITEMS				\$89,489.00					\$42,800.00		\$42,800.00
MIS	CELLANEOUS EXTRAS AND CREDITS		VALUE	_								
1 2												
4									RAS AND CREDI	TS		\$0.00
MIS	CELLANEOUS DEBITS			_			DEDUCT RET	OF COMPLETE AINAGE E ON COMPLETI	10%			\$42,800.00 \$4,280.00 \$38,520.00
1 2 3									TOTAL DEBITS NET AMOUNT			\$0.00 <b>\$38,520.00</b>
	PREPARED BY :JENIECE NEVILLE DATE: 3/3/25						TITLE: PROJE	ECT ENGINEER				

\\Milkyway\EEI\_Storage\Docs\Public\Hampshire\2024\HA2411-V Well 12 Equipment Removal and Inspection\Construction\Pay Estimates\[Pay Est HA2411-V.xlsx]PayEst01

TITLE: VICE PRESIDENT



## Hampshire Fire Protection District

Fire Station 1 202 Washington Avenue Fire Station 2 1449 Gast Road Hampshire, IL 60140-245 (847) 683-2629 • (847) 683-1404 fax

<u>Trevor Herrmann – Fire Chief therrmann@hampshirefire.org</u> <u>Eric Larson – Deputy Chief elarson@hampshirefire.org</u>

Jay Hedges Village Manager Village of Hampshire 234 South State Street Hampshire IL 60140

March 13th, 2025

Mr. Hedges,

The Hampshire Fire Protection district is requesting all of our Impact Fee money in the amount of \$48,620.00 and any interest earned. We have several projects pending including the purchase of extrication equipment and gas monitoring equipment. Thank you for your consideration in this matter.

Trevor Herrmann Fire Chief



## HAMPSHIRE POLICE DEPARTMENT MONTHLY REPORT

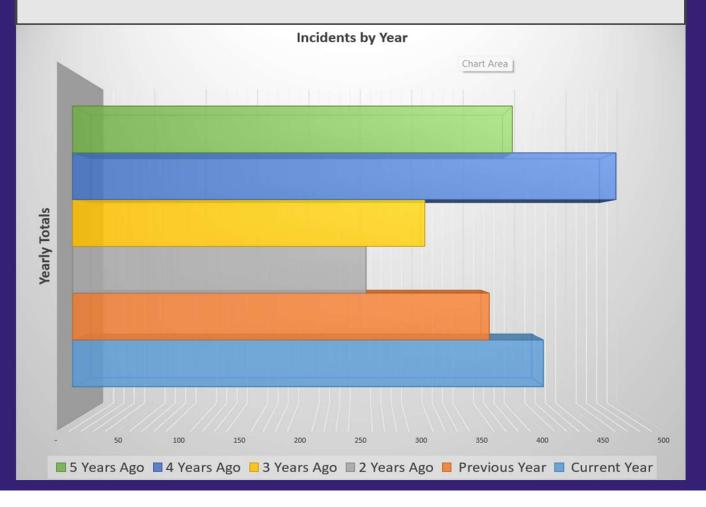
March 2025 Chief Doug Pann

# HAMPSHIRE POLICE DEPARTMENT FEBRUARY SCORECARD



## TOTAL FEBRUARY CALLS FOR SERVICE - 5 YEAR COMPARISON





## OFFENSE TRENDS COMPARISON 2024-2025



# Connection to State currently down due to transition





# Connection to State currently down due to transition

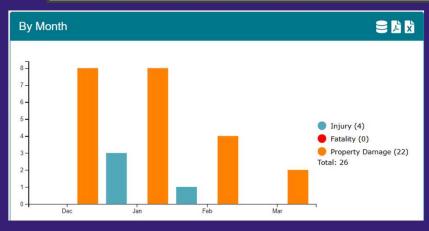
## CRIMES AGAINST PROPERTY AND SOCIETY

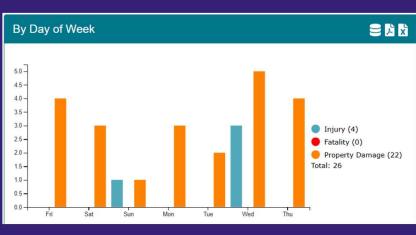


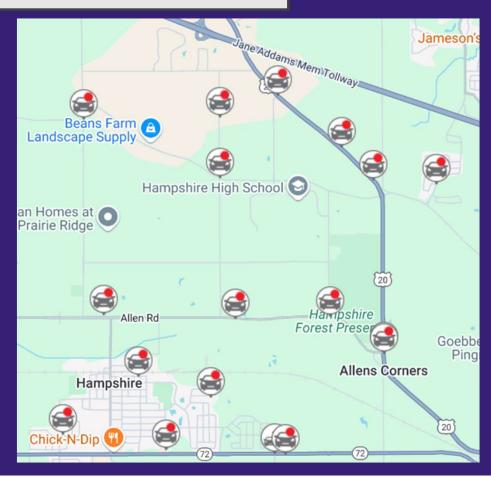
Connection to State currently down due to transition

## 3-MONTH TRAFFIC CRASH DATA













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

# GOALS ACCOMPLISHED / UPCOMING EVENTS



**Hired Part-Time Officer Rob Russel** 



Join us for a relaxed, open conversation over coffee, where you can ask questions, share ideas, and get to know the leaders keeping our community safe.

## ENGINEERING ENTERPRISES, INC.



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

To: Village President and Board of Trustees

From: Timothy N. Paulson, P.E., CFM

Date: February 27, 2025

Re: Monthly Engineering Report

EEI Job #: HA2500-V

All:

Please find below a brief status report of current Village and development projects.

#### Village Projects

- Safe Routes to School
  - ✓ Cultural Review Clearance Received from IDOT
  - ✓ Preliminary Design Report (PDR) Submitted to IDOT for Review
  - ✓ Phase II Engineering Design Underway
- Park and Rinn Storm Sewer Improvements
  - ✓ Waiting on Final Grant Documentation
  - ✓ Then Move into Design
- UV System Replacement
  - ✓ Project Awarded at 12/5/24 VBM
  - ✓ Construction Underway
- ➤ N. State Street
  - ✓ IDOT Phase I Submittal Approved
  - ✓ Phase II Design in Process and Confirmed for June Letting
  - ✓ Construction after Coon Creek Days
- Well 12 Equipment Removal and Inspection
  - ✓ Equipment Removed and at Contractor Shop for Assessment
  - ✓ Well Televising Completed
  - ✓ Waiting for Inspection Report from Contractor

#### **Development Projects**

- Prairie Ridge K & L, M, and R
  - ✓ Home Construction Ongoing in K & L and M
  - ✓ Neighborhood R in One Year Maintenance Period
- Prairie Ridge North of Kelley Road
  - ✓ Home Construction Ongoing
  - ✓ Construction for Prairie Ridge North Lift Station Underway
  - ✓ Plats for Neighborhoods U, V & J2 Approved in February
    - Infrastructure Construction Anticipated in 2025
  - ✓ Neighborhoods G, H, & I Engineering in for Review
- > Tamms Farm
  - ✓ Punchlist Inspections Ongoing
- Stanley North TRZ Self Storage American General Storage Development
  - ✓ Review of As-Built and Easement Document Issued; Waiting on Resubmittal of Easement Documents
- ➤ Hampshire 90 Logistics Park
  - ✓ Route 20 Improvements Accepted by IDOT
  - ✓ Restoration and Basin Plantings in Spring
- Hampshire Grove
  - ✓ Improvements in One Year Maintenance Period
  - ✓ Outfall Construction Completed
- Tinajero Property
  - ✓ Construction Ongoing
- Oakstead
  - ✓ Engineering Approved
  - ✓ Waiting on Schedule from Developer
  - ✓ PRV Station Design Ongoing

If you have any questions please contact me at <u>tpaulson@eeiweb.com</u> or (630) 466-6727.

Pc: Jay Hedges, Village Manager