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Meeting of the  
HAMPSHIRE TOWNSHIP PARK DISTRICT  
Board of Commissioners  
January 8, 2024  
6:30 p.m.  
390 South Ave.

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Approval of Agenda**
- IV. Citizens to be Heard**

*The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 5 minutes in duration. Interrogation of the Park District Staff, President or Board of Commissioners will not be allowed at this time, nor will any comment from the Board.*
- V. Consent Agenda**
  - A. Approval of December 11, 2023 Executive Session Meeting Minutes – not to release
  - B. Approval of December 18, 2023 Public Hearing Meeting Minutes
  - C. Approval of December 18, 2023 Meeting Minutes
  - D. Approval of December 18, 2023 Executive Session Meeting Minutes – not to release
- VI. Commissioner and Staff Comments**
- VII. Old Business**
  - A. Referendum Discussion
- VIII. New Business**
  - A. Resolution #2024-01 Village of Hampshire Intergovernmental Agreement for Police Services\*
- IX. Executive Session**
  - A. *The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. (5 ILCS 120/2 from Ch. 102 par. 42 c.5.)*
- X. Adjournment** – Next meeting – January 22, 2024

\*Amended 1/8/24

*In compliance with the Americans with Disabilities Act, if you need assistance or special accommodations in order to participate in the meeting, please contact the Hampshire Township Park District Administration Office at (847) 683-2690 a minimum of 72 hours in advance of the scheduled meeting. Every effort will be made to allow for meeting participation.*



**Hampshire Township Park District  
Board of Commissioners  
Public Hearing Minutes  
December 18, 2023**

**Call to Order:**

At 6:15 p.m. President Looman called the meeting to order.

**Commissioners Present:** Nathan Looman, Jennifer Reid, Tamara Chiu, Meagan Tiffany, Jamie Herrmann

**Commissioners Absent:**

**Staff Present:** Laura Schraw- Executive Director, Patti Prill- HR/Finance Director, Michael Prill- Recreation Manager

**Public Hearing on Tax Levy Ordinance**

President Looman opened the public comment at 6:15 pm.

President Looman closed the public comment at 6:17 pm

Commissioner Herrmann made a motion to approve the tax levy ordinance. Seconded by Commissioner Tiffany.

President Looman called the roll:

Chiu: Aye

Herrmann: Aye

Looman: Aye

Reid: Aye

Tiffany: Aye

Motion passed 5 Ayes, 0 Nays, 0 Abstain.

At 6:18 pm Commissioner Herrmann made a motion to adjourn the public hearing. Seconded by Commissioner Chiu. Motion passed 5 Ayes, 0 Nays, 0 Abstain.



**Hampshire Township Park District  
Board of Commissioners  
Meeting Minutes  
December 18, 2023**

**Call to Order:**

At 6:30 p.m. President Looman called the meeting to order.

**Commissioners Present:** Nathan Looman, Jennifer Reid, Tamara Chiu, Meagan Tiffany, Jamie Herrmann

**Commissioners Absent:**

**Staff Present:** Laura Schraw- Executive Director, Patti Prill- HR/Finance Director, Michael Prill- Recreation Manager

Commissioner Herrmann made a motion to approve the amended agenda, removing item C. Seconded by Commissioner Chiu. Motion passed 5 Ayes, 0 Nays, 0 Abstain.

**Citizens to be Heard:** None

**Consent Agenda:**

- A. Approval of November 27, 2023 Meeting Minutes**
- B. Approval of December 11, 2023 Working Meeting Minutes**
- D. Approval of payables paid between meetings from 11/17/23 to 12/13/23 in the amount of \$56,561.03.**
- E. Approval of November 30, 2023 Transfer of Funds within Heartland Bank, from Money Market #0219 to checking account in the amount of \$100,000.00**
- F. Approval of December 14, 2023 Transfer of Funds within Heartland Bank, from Money Market #9632 to checking account in the amount of \$200,000.00**
- G. Approval of the May 2023 Treasurers Report**

Commissioner Herrmann made a motion to approve the Consent Agenda items. Seconded by Commissioner Tiffany. Motion passed 5 Ayes, 0 Nays, 0 Abstain.

**Staff Reports:** Staff reports were submitted electronically for Commissioner review prior to the meeting. Commissioners had the opportunity to ask any clarifying questions to staff present at today's meeting. Athletic Director Prill introduced his newest employee.

**Commissioner and Staff Comments:**

**Old Business:**

**Referendum Discussion-** Executive Director Schraw updated the Board of Commissioners that the RFQ was published on the Park District website on 12/14/2023 and will be online until 1/8/2024.

**New Business:**

A. Seyller Park Progress Report (tabled from 11/27/23 meeting)- Executive Director Schraw provided an updated timeline and progress on Seyller Park. Commissioners had an opportunity to ask any questions.

B. Semi-Annual Review of Executive Session Meeting Minutes

At 6:54 pm Commissioner Chiu made a motion to move into Executive Session for the purpose of Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. (5 ILCS 120/2 from Ch. 102 par. 42 c.21.) Seconded by Commissioner Herrmann. Motion passed 5 Ayes, 0 Nays, 0 Abstain

At 7:03 pm Commissioner Herrmann made a motion to move into the regular meeting. Seconded by Commissioner Tiffany. Motion passed 5 Ayes, 0 Nays, 0 Abstain.

**Motions Resulting from Executive Session:**

Commissioner Chiu made a motion to table the December 11, 2023 meeting minutes. Seconded by Commissioner Herrmann. Motion passed 5 Ayes, 0 Nays, 0 Abstain.

The following executive session meeting minutes were reviewed:

November 28, 2022- not to release

December 5, 2022- not to release

December 12, 2022- not to release

February 27, 2023- not to release

March 13, 2023- not to release

April 10, 2023- not to release

April 24, 2023- not to release

Commissioner Herrmann made a motion to not release the above executive session meeting minutes. Seconded by Commissioner Tiffany. Motion passed 5 Ayes, 0 Nays, 0 Abstain.

**Adjournment:** At 7:06 p.m. Commissioner Tiffany made a motion to adjourn the meeting. Seconded by Commissioner Chiu. Motion passed with 5 Ayes, 0 Nays, 0 Abstain.



## Memorandum

**To:** Hampshire Park Board of Commissioners  
**From:** Laura Schraw, Executive Director  
**Date:** January 8, 2024  
**Agenda Item:** VII.A.  
**Subject:** Referendum Discussion

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### Introduction

Discussion on referendum planning.

### Recommendation

Discussion only.



## Memorandum

**To:** Hampshire Park Board of Commissioners  
**From:** Laura Schraw, Executive Director  
**Date:** January 8, 2024  
**Agenda Item:** VIII.A.  
**Subject:** Police IGA Resolution #2024-01

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### Introduction

Our original Intergovernmental Agreement with the Village of Hampshire is from 1984. Please see the attached agreement updating the IGA.

### Recommendation

Motion and a second to approve Resolution #2024-01 to adopt an Intergovernmental Agreement with the Village of Hampshire for Police services.

**RESOLUTION NO. 2024-01**

**HAMPSHIRE TOWNSHIP PARK DISTRICT  
KANE COUNTY, ILLINOIS**

**A RESOLUTION  
APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE  
OF HAMPSHIRE AND THE HAMPSHIRE TOWNSHIP PARK DISTRICT FOR POLICE  
SERVICE ASSISTANCE**

**WHEREAS**, the Hampshire Township Park District (hereinafter referred to as “District”) is a park district organized under the laws of the State of Illinois;

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

**WHEREAS**, the District and Village of Hampshire (hereinafter the “Village”) are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution; and

**WHEREAS**, as a result of a portion of the District’s boundaries existing outside of the jurisdictional boundaries of the Village, the District has requested that the Village extend and provide police service assistance to the entirety of the District for the purpose of enforcing applicable laws, ordinances, resolutions, rules and regulations, and the Village desires to fulfill said request, all in accordance with the terms of the Intergovernmental Agreement by and Between the Village of Hampshire and the Hampshire Township Park District For Police Service Assistance (the “Agreement”), attached hereto and incorporated herein as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Hampshire Township Park District, Kane County, Illinois as follows:

**Section One – Recitals**

The Board of Commissioners hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

**Section Two – Approval**

The Board of Commissioners hereby approves the Agreement with the Village substantially in the form attached hereto and incorporated herein as Exhibit A;

**Section Three – Authorization and Direction**

The President is hereby authorized to execute, and the District Secretary is hereby authorized to attest the Agreement, substantially in the form attached hereto as Exhibit A, with



such changes therein as shall be approved by the District attorney and the officials of the District executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

**Section Four – Effective Date**

This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

**Section Five – Saving Clause**

If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution, which are hereby declared to be separable.

***[Remainder of Page intentionally left blank; roll call vote to follow]***

APPROVED THIS 8th day of January, 2024.

\_\_\_\_\_  
Nathan Looman, President

PASSED THIS 8th day of January, 2024.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jennifer Reid, Secretary

**EXHIBIT A**

[Agreement]

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
THE VILLAGE OF HAMPSHIRE AND  
THE HAMPSHIRE TOWNSHIP PARK DISTRICT  
FOR POLICE SERVICE ASSISTANCE**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter referred to as the "Agreement"), is made on the date last signed below (the "Effective Date") by and between the Village of Hampshire, whose principal place of business is located at 234 S. State Street, Hampshire, IL 60140 (hereinafter referred to as the "Village") and the Hampshire Township Park District, whose principal place of business is located at 182 South State Street, Hampshire, Illinois 60140 (hereinafter referred to as "the "Park District").

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance;

**WHEREAS**, the "Intergovernmental Cooperation Act" (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings;

**WHEREAS**, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

**WHEREAS**, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

**WHEREAS**, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act;

**WHEREAS**, as a result of a portion of the District existing outside of the jurisdictional boundaries of the Village, the Park District has requested that the Village extend and provide police service assistance to the entirety of the Park District for the purpose of enforcing applicable laws, ordinances, resolutions, rules and regulations, and the Village desires to fulfill said request, all in accordance with the terms of this Agreement;

**WHEREAS**, the parties hereto desire to memorialize their respective understandings defining their respective roles and responsibilities relative to the assistance and allocation of Village Hampshire Police Department resources to the District as defined herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein the Village and the Park District agree as follows:

**Section One – Purpose of Agreement**

It is recognized that in certain situations the use of police personnel and equipment to perform police duties outside of the territorial limits of the municipality where such officers are legally employed, and specifically within the territorial limits of the Park District, is desirable and necessary in order to preserve and protect the health, safety and welfare of the citizens of the Village.

**Section Two– Power and Authority**

The Village does hereby authorize and direct its Chief of Police and its police officers to render police aid to the Park District. Such aid shall consist of regular surveillance and enforcement of both Village and Park District

laws, ordinances, resolutions, or rules and regulations, wherever applicable. The judgment of the Chief of Police or his designee as to the amount of personnel and equipment available shall be final. The Village and the Park District have adopted certain rules and regulations to be enforced under this agreement; any and all amendments to or deletions from these rules and regulations shall be delivered in writing to the other Party at the address set forth herein immediately upon taking effect.

### **Section Three – Compensation**

The police services for the enforcement of Federal, State, and local laws, ordinances, resolutions, rules and regulations described herein shall be rendered without charge to the Park District.

### **Section Four – Fines and Penalties**

It is understood that Village police officers will be required to appear in the Circuit Court of Kane County as complainants and witnesses to violations. Any and all fines and penalties imposed in proceedings brought in the Circuit Court of Kane County for violation of Park District rules and regulations shall accrue and be remitted to the Village, and no part of any fine or penalty so imposed shall accrue to the Park District. Notwithstanding the above, any order for repair or restitution of Park District property entered in any proceedings for violation of Park District rules and regulations shall accrue to the benefit of the Park District.

### **Section Five – Liability**

All employee benefits, wages and disability payments, pension and workmen's compensation claims, damage to or destruction of equipment and clothing and medical expense of the Chief or any police or officer rendering aid to the Park District shall be paid by the Village.

### **Section Six - Confidentiality; Access to Records**

In the event that it becomes necessary for the Park District to provide the Village's police department with certain records, including but not limited to records involving minors, the Village shall comply with all applicable laws, regulations and Park District policies relating to the confidentiality of such records, and in no event will the maintenance of such records be any less strict than those imposed on the Village and the Village's Police Department for the same.

In the event that it becomes necessary for the Village to provide the Park District with certain records, including but not limited to records involving minors, the Park District shall comply with all applicable laws, regulations and Village policies relating to the confidentiality of such records, and in no event will the maintenance of such records be any less strict than those imposed on the Park District or the Village's Police Department for the same.

### **Section Seven - Indemnification**

a) The Village shall defend, indemnify and hold the Park District and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, and costs of suit or defense, arising out of, resulting from or alleged to arise out of or resulting from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the Village and their officers, employees, and agents in connection with their performance under this Agreement. The Village's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the negligence, misconduct or breach by the Park District, its officials, officers, employees, agents or representatives.

b) The Park District shall defend, indemnify and hold the Village and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, and costs of suit or defense, arising out of, resulting from or alleged to arise out of or resulting from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the Park District and its officers, employees, and agents in connection with its performance under this Agreement. The Park District's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses

or expenses to the extent arising out of or resulting from the negligence, misconduct or breach by the Village, its officials, officers, employees, agents or representatives.

#### **Section Eight- Notice**

Notice of termination or request for amendment of any term of this Agreement or for any other reason must be in writing and delivered by one party to the other at its Administrative Office either personally or through the U.S. mail, postage prepaid. Any notice sent to the Village shall be direct to the attention of the Village Manager, with a copy to the Chief of Police. Any notice sent to the District shall be directed to the attention of the Park District Executive Director.

#### **Section Nine - Amendment**

This Agreement may be amended only in writing with approval of both the Village Board and the Park District Board.

#### **Section Ten - Governing Law and Severability**

This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidation shall not render invalid other provisions that can be given effect without the invalid provision.

#### **Section Eleven - Effective Date, Term and Termination**

(a) This Agreement shall be in full effect and legally binding at such time as an ordinance authorizing its execution has been passed and approved by both the Village and the Park District. This agreement may be executed in duplicate counterparts containing the authorized signatures of both the Village and the Park District. A certified copy of such an ordinance entering into this Agreement shall be filed by each party at the office of the other withing thirty (30) days of passage and approval.

(b) Any party may withdraw from this Agreement at any time, at its option, by ordinance duly enacted by its Board of Trustees, such withdrawal to be effective upon a certified copy being filed by the withdrawing party at the office of the other party thereof.

#### **Section Twelve - Execution of Agreement**

This Agreement shall be executed in a sufficient number of counterparts so that the Village and the District shall each have a copy of this Agreement containing original signatures. Each of the counterparts shall be executed by the Village and the District and all counterparts shall be regarded for all purposes as one original and shall constitute and be but one and the same.

*[Remainder of page intentionally left blank; signature page to follow]*

**IN WITNESS WHEREOF**, on the Effective Date provided herein, the undersigned duly authorized representatives of the Village and the District have caused this Agreement to be executed.

**HAMPSHIRE TOWNSHIP PARK DISTRICT**

\_\_\_\_\_  
Park District President

Attest: \_\_\_\_\_

**VILLAGE OF HAMPSHIRE**

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk